

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 24-C-00026**

# **Water Service Line Inventory**

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

APRIL 2024

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

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**BID NOTICE MEMO**

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**Electronic Bids are not allowed for these projects.**

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

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**CONTRACT NO.:** 24-C-00026; Water Service Line Inventory

**BID OPENING:** 1:30PM, Tuesday, June 4, 2024 **ESTIMATE:** \$3,983,400 **SCOPE:** Inspection of water service lines on utility side and customer side to determine its material and size and restoration if necessary.

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

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

[Click here to join the meeting](#)

Meeting ID: 292 828 652 204 Passcode: hE5XMy

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

<https://www.tampa.gov/>

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

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

Plans and Specifications and Addenda for this work may be examined at, and downloaded from, [www.demandstar.com](http://www.demandstar.com).

Files are also available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

**Email Questions to:** [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net).

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 24-C-00026; Water Service Line Inventory

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., June 4, 2024, in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, inspection of water service lines on utility side and customer side to determine its material and size and restoration if necessary, with all associated work required for a complete project in accordance with the Contract Documents.

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

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

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

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

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

Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest and/or appeal, NO CONTACT with City officers or employees is permitted from any bidder or proposer, other than as specifically stated in this solicitation and as follows:  
Director of the Contract Administration Department (CAD)  
Contracts Management Supervisor, Jim Greiner  
Contract Officer, Jody Gray  
City legal department

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the Water Service Line Inventory in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

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

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

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

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

I-1.04 INSTRUCTIONS TO BIDDERS

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

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

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

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

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

I-1.05 TIME FOR COMPLETION:

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

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 730 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

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

I-1.07 BASIS OF AWARD OF CONTRACT:

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

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

I-1.08 GROUND BREAKING CEREMONY:

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

I-1.09 INSURANCE:

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

I-1.10 TESTING:

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

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

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

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



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

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

Project Goal(s): \_\_\_\_\_% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
\_\_\_\_\_% **SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs**  
**9.6% 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 (GFECP) (MBD Form-50) for specific requirements.

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

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



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

The City of Tampa is required to use the Florida Department of Transportation (FDOT) Disadvantaged 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-1.12 BID SECURITY:

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

I-1.13 PUBLIC CONSTRUCTION BOND:

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

I-1.14 AGREEMENT

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

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

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

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

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

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

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

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

**SECTION 4 – TIME PROVISIONS**, Article 4.07, Page A-6, last paragraph:

Replace the second paragraph with the following: “However, if such inspection reveals items of work still to be performed the Contractor shall provide for approval by the Engineer an estimate of the cost of each item and promptly perform them and then request a reinspection to be made within ten (10) days after receipt of such request. If, upon any reinspection, the Engineer determines that the work is complete, the date of final completion shall be deemed to be the last day of such reinspection.”

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

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



INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

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

**ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

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

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

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

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

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

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

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

**ARTICLE 11.03 INTENTIONALLY OMITTED.**

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

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

**ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

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

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

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

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

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

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

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

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

I-1.17 PAYMENT DISPUTE RESOLUTION

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.18 SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or

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

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

I-1.19 FLORIDA'S PUBLIC RECORDS LAW; DATA COLLECTION

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

I-1.20 APPRENTICESHIP REQUIREMENTS AND REPORTING FORM

Firms will be required to comply with the City's Apprenticeship program as posted at [https://library.municode.com/fl/tampa/codes/code\\_of\\_ordinances?nodetd=COOR\\_CH26.5EQBUOPPR\\_ARTIVAPRECOCO](https://library.municode.com/fl/tampa/codes/code_of_ordinances?nodetd=COOR_CH26.5EQBUOPPR_ARTIVAPRECOCO).

I-1.21 BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES

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

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

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

[https://library.municode.com/fl/tampa/ordinances/code\\_of\\_ordinances?nodeId=1171018](https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018)

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

I-1.22 FLORIDA STATUTES 287.05701

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

# INSTRUCTIONS TO BIDDERS

## SECTION 2 GENERAL INSTRUCTIONS

### I-2.01 BIDDER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

### I-2.03 ADDENDA AND INTERPRETATIONS

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

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

### I-2.04 BID SECURITY

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

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

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

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

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

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

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

#### I-2.05 LAWS AND REGULATIONS

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

#### I-2.06 PUBLIC CONSTRUCTION BOND

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

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

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

Bidders who are nonresident corporations shall furnish to the City a

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

#### I-2.08 REJECTION OF PROPOSALS

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

#### I-2.09 QUANTITIES ESTIMATED ONLY

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

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

#### I-2.10 COMPARISON OF PROPOSALS

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

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

#### I-2.11 BASIS OF AWARD

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

#### I-2.12 INSURANCE REQUIRED

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

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

#### I-2.15 LABOR STANDARDS

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

#### I-2.16 NOTICE TO LABOR UNIONS

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

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

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

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

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

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

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

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

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

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

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

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

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

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



# CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

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

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

#### Policy

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

#### Index

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

#### Industry Categories

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

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

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

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

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

#### MBD Form-70

**Water Service Line Inventory FY 24  
Project 24-C-00026  
U-WMBE Availability Contact List  
(The Underutilized WMBE Industry Category for Construction Subcontracts is BBE )**

This Certified Contact List is the minimum contacts available and may require further searches for certified firms to meet Good Faith Efforts.												
#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Typ	Ethnicity
1	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Avenue	Tampa	FL	33610	General Contractor, Constru	993362663	MBE	African American
2	A Purpose Construction LLC	727-417-4106		andrew@apurposeconst.com	3866 37th Street South unit #46	St. Petersburg	FL	33711	Concrete and Masonry Cons	822640354	MBE	African American
2	E/S Concrete Service, Inc.	727-560-0957	727-821-5029	enorisslysr@yahoo.com	726 E. Harbor Drive	St. Petersburg	FL	33705	Concrete Curb and Gutter, I	993119582	MBE	African American
2	LMCC Specialty Contractors	407-298-6936	407-290-1217	lynn@mimsconstruction.com	119 S. Pine hills Rd.	Orlando	FL	32811	Concrete, Masonry, Brick Ar	993442318	MBE	African American
2	Paragon Building Contractors, Inc.	813-373-3154	813-435-2289	Jeriel.davis@gmail.com	2019 east Hanna Avenue	TAMPA	FL	33604	Concrete Contractors	992464751	MBE	African American
2	Provisions Construction & Development, Inc.	407-985-2442	407-985-2440	marrington@provisionscdi.com	3401 Lake Breeze Dr. Bldg 601	Orlando	FL	32808	General Contractor, Constru	462802435	MBE	African American
2	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	Brick Pavers Installation, Lar	472682190	MBE	African American
3	Aviman Management, LLC	302-377-5788	302-543-7403	levi@avimanmanagement.com	550 N Reo Street	Tampa	FL	33609	Construction Management,	320098022	MBE	African American
3	LMCC Specialty Contractors	407-298-6936	407-290-1217	lynn@mimsconstruction.com	119 S. Pine hills Rd.	Orlando	FL	32811	Concrete, Masonry, Brick Ar	993442318	MBE	African American
4	4678 Landscaping Incorporated	813-850-7958		4678LandscapingInc@gmail.com	4440 DEVINSHIRE FIELDS LOOP	PLANT CITY	FL	33567	Landscaping	842268587	MBE	African American
4	AGF ALLIANCE DESIGN & CONSTRUCTION, INC.	813-231-0031	813-354-4850	agf.alliance@yahoo.com	12421 N Florida Ave	Tampa	FL	33612	General Contractor;	204011768	MBE	African American
4	all natural extreme team llc	813-765-2318	813-373-5140	xteam200@gmail.com	3107 east 25th ave	TAMPA	FL	33605	Tree Removal, Trimming & f	262262940	MBE	African American
4	Amplified Property Services	863-904-9516		amplifiedps@yahoo.com	1710 w dempsey ave	Tampa	FL	33603	Lawn, landscaping, tree trim	853948195	MBE	African American
4	BUN Construction Co., Inc.	813-931-8270	813-931-9185	bunconstruction@tampabay.rr.com	4135 E. Hillsborough Ave.	Tampa	FL	33610	General Contractor, Constru	993362663	MBE	African American
4	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	Site Preparation, Excavation	842324503	MBE	African American
4	CB CAPITAL RESOURCES INC	305-491-2551	813-217-9370	Truconstructiongc@gmail.com	3707 W WALLACE AVE	TAMPA	FL	33611	GENERAL CONSTRUCTION S	881511126	MBE	African American
4	Cultiv8 Landscape Services LLC	813-220-8212	813-750-2867	mulcheverywhere@gmail.com	14002 Arbor Knoll Cir	Tampa	FL	33625	Landscape Services	824642460	MBE	African American
4	Cut-Ups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Landscaping and Ground M	611412916	MBE	African American
5	all natural extreme team llc	813-765-2318	813-373-5140	xteam200@gmail.com	3107 east 25th ave	TAMPA	FL	33605	Tree Removal, Trimming & f	262262940	MBE	African American
5	Amplified Property Services	863-904-9516		amplifiedps@yahoo.com	1710 w dempsey ave	Tampa	FL	33603	Lawn, landscaping, tree trim	853948195	MBE	African American
5	BAY LIGHT, LLC	813-972-4057		baylightllc25@gmail.com	1717 E Busch Blvd	Tampa	FL	33612	Landscaping, Lawn Mainten	55079825	MBE	African American
5	Capital P Enterprises	813-361-8260	813-681-7465	capitalpent@gmail.com	3209 Pearson Rd	Valrico	FL	33596	Site Preparation, Excavation	842324503	MBE	African American
5	Cultiv8 Landscape Services LLC	813-220-8212	813-750-2867	mulcheverywhere@gmail.com	14002 Arbor Knoll Cir	Tampa	FL	33625	Landscape Services	824642460	MBE	African American
5	Cut-Ups Lawn Service	813-361-8871	813-238-2397	cutupslawnservice@yahoo.com	3217 East Powhatan Ave.	Tampa	FL	33610	Landscaping and Ground M	611412916	MBE	African American
5	Merion Landscape Services	813-279-8067		bsimms@merionls.com	2708 - 2710 E Louisiana Ave.	Tampa	FL	33610	Landscape Services and Ma	842660956	MBE	African American
5	One and Done Pressure Washing and Lawncare Svs	813-614-6008		oneanddone34@yahoo.com	5601 Drew Ct	Tampa	FL	33619	Landscaping, Lawn Care, Pre	853425049	MBE	African American
5	Real Deal McNeal landscaping LLC	813-317-4108		Mcneal24@gmail.com	2606 E 25th Ave	Tampa	FL	33605	landscaping, sodding, clean	862726721	MBE	African American
5	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Lawn Maintenance and Deb	463223645	MBE	African American

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

**Water Service Line Inventory FY 24  
Project 24-C-00026  
SLBE Availability Contact List**

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Cert. Type	Ethnicity		
1	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Renee@pavemasterfl.com	PO Box 1345	Gibsonton	FL	33534	Base work, dirt, grading	830708817	SLBE	Caucasian		
2	CARJA CONSTRUCTION, INC	813-304-7158		Carly@puleosconcrete.com	2010 chickwood ct	Tampa	FL	33618	Concrete	63665283	SLBE	Caucasian		
2	JMJ Site Development Inc	813-927-2484		jmjsitedevelopment@gmail.com	16350 Bruce B Downs Boulevard	Tampa	FL	33647	GC, Site Development	273413832	SLBE	Caucasian		
2	SGM INDUSTRIAL WORKS, INC.	813-380-6691		smoreno@sgmworks.org	613 E SAM ALLEN RD	PLANT CITY	FL	33563	Concrete Finishing Services	22128681	SLBE	Caucasian		
2	Sunrise Utility Construction, Inc.	813-949-3749	813-949-0408	LMNBOSS@AOL.COM	920 Lake Thomas Lane	Lutz	FL	33548	Underground Utility & Sewer	593034012	SLBE	Caucasian		
2	AIO ENTERPRISE, LLC	407-466-3689	813-436-5640	luz@aioenterprise.com	13011 Purdue PL	Temple Terrace	FL	33617	Accounting Services: Architecture	264346308	SLBE	Hispanic American		
2	American Grinding Concrete LLC	813-453-8075	813-453-8075	julioagconcrete@gmail.com	5370 Nichols Rd	Mulberry	FL	33860	Concrete work.; Concrete	850922983	SLBE	Hispanic American		
2	H.B. Underground Inc	813-455-5815		hugo726b@gmail.com	11500 N Dale Mabry Hwy	Tampa	FL	33618	Flat concrete Work, Ur	42208449	SLBE	Hispanic American		
2	MVH Construction LLC	813-374-3252		patriciav@mvhconstruction.com	412 E Madison Street	Tampa	FL	33602	Contractor - General, C	851371392	SLBE	Hispanic American		
3	Olvera Landscaping	813-360-2942		olveralandscapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	Landscape installation,	364994209	SLBE	Hispanic American		
4	2 Meyer Corp.	813-210-4864	813-645-5634	Renatonjr@aol.com	6308 Lake Sunrise Dr.	Apollo Beach	FL	33572	General Contractor; de	62384669	SLBE	Caucasian		
4	Crowders Landscaping Inc	813-767-6360		crowderslandscaping02@gmail.com	18210 Fox Trace Ct	Lutz	FL	33549	Landscaping and Main	00992288	SLBE	Caucasian		
4	J & J Diversified, LLC	850-509-4800		john.mader@mac.com	4967 72nd Ave North	Pinellas Park	FL	33781	Landscaping, Lawn and	62042363	SLBE	Caucasian		
4	JFSR Enterprise LLC	813-284-5979		jfsrenterprise@gmail.com	9610 Norwood Dr	Tampa	FL	33624	Lawn Maintenance, La	72653544	SLBE	Caucasian		
4	Johnson's Excavation & Services, Inc.	813-752-7097	813-719-9052	sales@jescontracting.com	1706 East Trapnell Road	Plant City	FL	33566	Demolition, Land Clear	93031174	SLBE	Caucasian		
4	JTCM Inc	813-935-7724		office@lawnsulptures.net	817 S MacDill Ave	Tampa	FL	33609	Mowing services, Law	62418914	SLBE	Caucasian		
4	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Renee@pavemasterfl.com	PO Box 1345	Gibsonton	FL	33534	Base work, dirt, gradir	830708817	SLBE	Caucasian		
4	Sunbelt Sod & Grading Company	813-641-9855	813-434-9038	lesley@sunbeltsod.com	819 - 9th St. N.E.	Ruskin	FL	33570	Landscaping, Grassing	34250933	SLBE	Caucasian		
4	Tampa Bay Const. & Engineering, Inc.	813-984-9898	813-111-1111	tampabayconstructioninc@gmail.com	10503 Palm Cove Ave	Tampa	FL	33647	Building & Contractors	93713572	SLBE	Caucasian		
4	Always Green Landscaping Inc.	813-516-0823		alwaysgreenlandscapinginc@gmail.com	6501 Sawyer Court	Tampa	FL	33634	Landscaping Services (l	320580963	SLBE	Hispanic American		
4	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslawncare@aol.com	1704 N Riverhills Drive	TEMPLE TERR	FL	33617	Landscaping and Lawn	50837654	SLBE	Hispanic American		
4	D & J LAWN SERVICES OF LAKE LAND LLC	863-859-3525		DANDJLAWNSERVICES@HOTMAIL.COM	575 Old Polk City Road	Lakeland	FL	33809	Lawn Maintenance, So	273279070	SLBE	Hispanic American		
4	DPI Pressure Washing LLC	813-991-7243		mauricio@pressurewashingclearwater.com	1132 Sunset Point Rd	Clearwater	FL	33755	Pressure washing, wind	54121954	SLBE	Hispanic American		
4	ELITE GROUNDS FL	813-678-6410		elitergroundsf@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	Landscaping Services, l	50491094	SLBE	Hispanic American		
4	H.B. Underground Inc	813-455-5815		hugo726b@gmail.com	11500 N Dale Mabry Hwy	Tampa	FL	33618	Flat concrete Work, Ur	42208449	SLBE	Hispanic American		
4	Nelson's Tree Farm and Nursery, Inc.	813-842-4663	813-350-9139	kimberly.martinez33@gmail.com	5027 N Lois Ave	Tampa	FL	33614	Landscapping, lawn se	93404710	SLBE	Hispanic American		
4	Olvera Landscaping	813-360-2942		olveralandscapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	Landscape installation,	364994209	SLBE	Hispanic American		
4	Ortzak Construction Group, LLC	813-961-6023	813-961-6023	dcastro@ortzak.com	13014 N. Dale Mabry Hwy, Ste 623	Tampa	FL	33618	Landscaping and Fenc	54837502	SLBE	Hispanic American		
4	Ramos Top Pro-Services LLC	407-883-8535		Darianr89@yahoo.com	111 Emily Lane	Brandon	FL	33510	Landscaping, Lawncare	52635748	SLBE	Hispanic American		
4	RODRIGUEZ SOD RANCH INC	813-886-2163		rodriguezsod ranch@yahoo.com	7608 W Linebaugh Ave	Tampa	FL	33625	Resodding/Installing s	5303273	SLBE	Hispanic American		
4	Zorcon Contracting, LLC	813-838-6330		carlos@zorconcontracting.com	3903 Northdale Blvd. Ste 100E	Tampa	FL	33624	Construction Services	62803026	SLBE	Hispanic American		
5	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslawncare@aol.com	1704 N Riverhills Drive	TEMPLE TERR	FL	33617	Landscaping and Lawn	50837654	SLBE	Hispanic American		
5	ELITE GROUNDS FL	813-678-6410		elitergroundsf@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	Landscaping Services, l	50491094	SLBE	Hispanic American		
5	Tronco's Land of Florida, Inc.	813-751-9443		troncosland@gmail.com	9202 Celebration Ct	Tampa	FL	33647	Trimming, Tree Remov	42385721	SLBE	Hispanic American		

**Water Service Line Inventory FY 24  
Project 24-C-00026  
Non-UWMBE/SLBE Availability Contact List**

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

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Typ	Ethnicity
1	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Renee@pavemasterfl.com	PO Box 1345	Gibsonton	FL	33534	Base work, dirt , grading, a	830708817	WBE	Caucasian
1	Blacktip Services, Inc.	813-463-0255	321-285-2995	blacktipemail@yahoo.com	52 RILEY RD STE 422	CELEBRATIC	FL	34747	FDOT	274431832	WBE	Caucasian
2	AIO ENTERPRISE, LLC	407-466-3689	813-436-5640	luz@aioenterprise.com	13011 Purdue PL	Temple Terr	FL	33617	Accounting Services: Acco	264346308	MBE	Hispanic American
2	American Grinding Concrete LLC	813-453-8075	813-453-8075	julioagconcrete@gmail.com	5370 Nichols Rd	Mulberry	FL	33860	Concrete work.; Concrete s	850922983	MBE	Hispanic American
2	Cornerstone Construction Services, Inc.	407-299-3299	407-299-3294	astone@ccsorlando.com	4205 Edgewater Drive Suite A	Orlando	FL	32804	Masonry, Concrete, Demol	892864526	MBE	Hispanic American
2	H.B. Underground Inc	813-455-5815		hugo726b@gmail.com	11500 N Dale Mabry Hwy	Tampa	FL	33618	Flat concrete Work, Under	842208449	MBE	Hispanic American
2	MVH Construction LLC	813-374-3252		patriciav@mvhconstruction.com	412 E Madison Street	Tampa	FL	33602	Contractor - General, Com	851371392	MBE	Hispanic American
2	Blacktip Services, Inc.	813-463-0255	321-285-2995	blacktipemail@yahoo.com	52 RILEY RD STE 422	CELEBRATIC	FL	34747	FDOT	274431832	WBE	Caucasian
2	CARIA CONSTRUCTION, INC	813-304-7158		Carly@puleosconcrete.com	2010 chickwood ct	Tampa	FL	33618	Concrete	463665283	WBE	Caucasian
2	Diamant Development LLC	352-551-3194		diamantdevelopmentllc@gmail.com	905 Spring Valley Rd	Altamonte S	FL	32714	Concrete, Sod Installation,	813746486	WBE	Caucasian
2	Liberty Concrete Structures, LLC	407-864-2325	407-378-4250	Bfiorillo@libertyconcretestructures.com	13650 W Colonial Dr	Winter Gard	FL	34787	Structural Concrete Constr	825399301	WBE	Caucasian
2	SGM INDUSTRIAL WORKS, INC.	813-380-6691		smoreno@sgmworks.org	613 E SAM ALLEN RD	PLANT CITY	FL	33563	Concrete Finishing Services	822128681	WBE	Caucasian
2	Sunrise Utility Construction, Inc.	813-949-3749	813-949-0408	LMNBOSS@AOL.COM	920 Lake Thomas Lane	Lutz	FL	33548	Underground Utility & Exca	893034012	WBE	Caucasian
3	Olvera Landscaping	813-360-2942		olveralandscapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	Landscape installation, land	864994209	MBE	Hispanic American
3	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	Brick Pavers Installation, La	472682190	MBE	African American
4	Always Green Landscaping Inc.	813-516-0823		alwaysgreenlandscapinginc@gmail.com	6501 Sawyer Court	Tampa	FL	33634	Landscaping Services (Mov	820580963	MBE	Hispanic American
4	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslawncare@aol.com	1704 N Riverhills Drive	TEMPLE TER	FL	33617	Landscaping and Lawn Mai	850837654	MBE	Hispanic American
4	D & J LAWN SERVICES OF LAKELAND LLC	863-859-3525		DANDJLAWNSERVICES@HOTMAIL.COM	575 Old Polk City Road	Lakeland	FL	33809	Lawn Maintenance, Sod Ins	273279070	MBE	Hispanic American
4	D3 Contracting Services LLC	813-203-0189		d3contractingservices@gmail.com	4522 W Village Dr	Tampa	FL	33624	Flooring, Landscaping, Fina	832393671	MBE	African American
4	DPI Pressure Washing LLC	813-991-7243		mauricio@pressurewashingclearwater.com	1132 Sunset Point Rd	Clearwater	FL	33755	Pressure washing, window	454121954	MBE	Hispanic American
4	ELITE GROUNDS FL	813-678-6410		elitegroundsfll@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	Landscaping Services, Land	850491094	MBE	Hispanic American
4	H.B. Underground Inc	813-455-5815		hugo726b@gmail.com	11500 N Dale Mabry Hwy	Tampa	FL	33618	Flat concrete Work, Under	842208449	MBE	Hispanic American
4	irene&joe's lawn care &tree trimming	813-928-0124		rechibutler@yahoo.com	2921 E 33rd Ave	Tampa	FL	33610	Landscape, Lawn Maintena	262612745	MBE	African American
4	Kirocz Cleaning Services & More LLC	813-399-6628		kiroczcleaningservicesllc@gmail.com	4221 Empire Pl	Tampa	FL	33610	Janitorial Services, Packin	843758991	MBE	African American
4	Landscape Maintenance Professionals, Inc.	813-757-6500	813-757-6501	kelly.vickers@lmpro.com	13050 E US Highway 92	Dover	FL	33527	Landscape and Lawn Maint	893613665	MBE	Hispanic American
4	Merion Landscape Services	813-279-8067		bsimms@merionls.com	2708 - 2710 E Louisiana Avenue	Tampa	FL	33610	Landscape Services and Me	842660956	MBE	African American
4	MOMAR-ENTERPRISE.COM	813-981-1172		Mobetterfit@GMAIL.COM	8629 deep maple drive	Riverview	FL	33578	Landscaping services invol	813830701	MBE	African American

**Water Service Line Inventory FY 24  
Project 24-C-00026  
Non-UWMBE/SLBE Availability Contact List**

#'s	Business Name	Phone	Fax	Email	Address 1	City	State	Zip	Business Description	FEIN	Typ	Ethnicity
4	Moses & Wourman Maintenance Inc.	813-244-7134	813-920-1430	ctmoses11@msn.com	17102 downs dr	Odessa	FL	33556	Janitorial Services, Landscaping	850105210	MBE	African American
4	Nelson's Tree Farm and Nursery, Inc.	813-842-4663	813-350-9139	kimberly.martinez33@gmail.com	5027 N Lois Ave	Tampa	FL	33614	Landscaping, lawn service	893404710	MBE	Hispanic American
4	Olvera Landscaping	813-360-2942		olveralandsapingvega@gmail.com	1706 W Charlotte St Apt C	Plant City	FL	33563	Landscape installation, landscaping	864994209	MBE	Hispanic American
4	One and Done Pressure Washing and Lawncare SVS	813-614-6008		oneanddone34@yahoo.com	5601 Drew Ct	Tampa	FL	33619	Landscaping, Lawn Care, Pressure Washing	853425049	MBE	African American
4	Ortzak Construction Group, LLC	813-961-6023	813-961-6023	dcastro@ortzak.com	13014 N. Dale Mabry Hwy, Ste 623	Tampa	FL	33618	Landscaping and Fencing Services	8454837502	MBE	Hispanic American
4	Phinazee Construction & Consulting Services, Inc.	813-381-3317		pccsi@phinazeeconsulting.com	1812 S. Valrico Rd	Valrico	FL	33596	Contractor - General Classifications	8264806031	MBE	African American
4	Pine Lake Nursery & Landscape, Inc.	813-948-4736	813-948-4914	Janet@pinelakenurseryinc.com	12980 Tarpon Springs Rd	Odessa	FL	33556	Landscaping; Plant Nursery	893499734	MBE	Hispanic American
4	Ramos Top Pro-Services LLC	407-883-8535		Darianr89@yahoo.com	111 Emily Lane	Brandon	FL	33510	Landscaping, Lawncare and Maintenance	852635748	MBE	Hispanic American
4	Raulerson & Son, Inc.	813-988-3698	813-985-6242	raulersons@aol.com	10611 Raulerson Ranch Road	Tampa	FL	33637	Landscaping Services	891516048	MBE	Asian American
4	Real Deal McNeal landscaping LLC	813-317-4108		Mcneal24@gmail.com	2606 E 25th Ave	Tampa	FL	33605	landscaping, sodding, clearing	862726721	MBE	African American
4	RODRIGUEZ SOD RANCH INC	813-886-2163		rodriguezsodranch@yahoo.com	7608 W Linebaugh Ave	Tampa	FL	33625	Resodding/Installing sod, sod	855303273	MBE	Hispanic American
4	Rogers Concrete Services LLC	863-241-4631		msgerri@rogersclientservices.com	3104 NORTH FLORIDA AVE	LAKELAND	FL	33805	Poured Concrete Foundations	813885634	MBE	African American
4	Silver-Smith Development, LLC	888-752-7282	888-729-4184	info@bernexis.com	1196 Capital Circle NE	Tallahassee	FL	32301	Contractor - Certified General	874603444	MBE	African American
4	T&T Lawn Care & HandyMan Services	813-613-9898		tandtlanwncare_20@yahoo.com	4739 E Whiteway Dr	Tampa	FL	33617	Landscaping services including	844208434	MBE	African American
4	T.C.C Enterprise Inc	813-606-9148	813-237-0396	tcc_inc@live.com	3902 E POWHATAN AVE	TAMPA	FL	33610	Lawn Maintenance and Design	863223645	MBE	African American
4	Upscale Divas Cleaning Services	813-516-7780		Poohslawncare@gmail.com	710 E 119th Avenue	Tampa	FL	33612	Janitorial Services, Lawn Care	8301268462	MBE	African American
4	WC Boxes, Inc.	813-478-1102	813-864-4386	wcindustries2003@gmail.com	17620 Lake Key Drive	Odessa	FL	33556	Brick Pavers Installation, Landscaping	872682190	MBE	African American
4	Williams Landscape Management Co., Inc.	813-628-8048	813-628-8041	tonywilliams@wlmslandscape.com	5710 N 50th St	Tampa	FL	33610	GRASSING, SODDING, LANDSCAPING	893516370	MBE	African American
4	Zorcon Contracting, LLC	813-838-6330		carlos@zorconcontracting.com	3903 Northdale Blvd. Suite 100E	Tampa	FL	33624	Construction Services - Licensed	862803026	MBE	Hispanic American
4	Diamant Development LLC	352-551-3194		diamantdevelopmentllc@gmail.com	905 Spring Valley Rd	Altamonte Springs	FL	32714	Concrete, Sod Installation, Sod	813746486	WBE	Caucasian
4	Florida Natives Nursery, Inc.	813-754-1900	813-754-4001	office@floridanativesnursery.com	4115 NATIVE GARDEN DR	PLANT CITY	FL	33565	MITIGATION SERVICES, RESODDING	893561539	WBE	Caucasian
4	JTCM Inc	813-935-7724		office@lawnsulptures.net	817 S MacDill Ave	Tampa	FL	33609	Mowing services, Lawn Maintenance	862418914	WBE	Caucasian
4	K Merck & Associates Incorporated	407-681-9200	407-681-9252	kmerck@cfl.rr.com	4614 N. Landmark Drive	Orlando	FL	32817	Architectural Consulting	842074490	WBE	Caucasian
4	Pavemaster Asphalt Paving LLC	813-671-7300	813-671-7311	Renee@pavemasterfl.com	PO Box 1345	Gibsonton	FL	33534	Base work, dirt , grading, asphalt	830708817	WBE	Caucasian
4	Sunbelt Sod & Grading Company	813-641-9855	813-434-9038	lesley@sunbeltsod.com	819 - 9th St. N.E.	Ruskin	FL	33570	Landscaping, Grassing & Sod	834250933	WBE	Caucasian
5	Baron's Landscaping Services, Inc.	813-404-1509	813-443-4919	baronslanwncare@aol.com	1704 N Riverhills Drive	TEMPLE TERRACE	FL	33617	Landscaping and Lawn Maintenance	850837654	MBE	Hispanic American
5	Cherokee Enterprises, Inc.	305-828-3353	305-828-9317	pgomez@cherokeecorp.com	12981 NW 113th Ct	Medley	FL	33178	ENVIRONMENTAL CONSULTING	850891158	MBE	Hispanic American
5	Cornerstone Construction Services, Inc.	407-299-3299	407-299-3294	astone@ccsorlando.com	4205 Edgewater Drive Suite A	Orlando	FL	32804	Masonry, Concrete, Demolition	892864526	MBE	Hispanic American
5	ELITE GROUNDS FL	813-678-6410		eliteterracesfl@gmail.com	11406 n dale mabry hwy	tampa	FL	33618	Landscaping Services, Landscaping	850491094	MBE	Hispanic American
5	Tronco's Land of Florida, Inc.	813-751-9443		troncosland@gmail.com	9202 Celebration Ct	Tampa	FL	33647	Trimming, Tree Removal, Landscaping	842385721	MBE	Hispanic American

Instructions Regarding Use of the WMBE/SLBE Availability Contact List

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

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

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



PROPOSAL

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

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

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

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

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

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

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

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

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

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) For bids \$1,000,000 and over;  The Bidder or its subcontractors participate in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor; or  Bidder commits that at the time it executes a construction contract that it or its subcontractors will be participating in such an apprenticeship program or an on-the-job training program; or  Bidder has submitted documentation that confirms, to the satisfaction of the City of Tampa, that there are no registered apprenticeship or on-the-job training programs for any work to be performed on the construction project.
- (11) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

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

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

## Contract 24-C-00026 Water Service Line Inventory

Item No.	Description	Unit	Quantity	Unit Price in Words	Unit Price	Total Computed Price
9200	Furnish, place, and compact lime rock base	CY	100		\$	\$
9201	Furnish, place, and compact crushed concrete base	CY	200		\$	\$
9203	Furnish, place, and compact Superpave Type B-12.5 asphalt base course	TN	100		\$	\$
9205	Furnish and install asphalt concrete surface Superpave Type SP-12.5	TN	80		\$	\$
9207	Furnish, place and grade Superpave Type SP-9.5 asphaltic concrete overlay	TN	50		\$	\$
9210	Furnish and Install 6" thick concrete driveway	SY	200		\$	\$
9211	Furnish and install brick Pavement including base material	SY	50		\$	\$
9212	Remove and Reset Paver Block Sidewalk or Driveway	SY	50		\$	\$
9307	Furnish and Install 4" thick concrete sidewalk	SY	300		\$	\$
9308	Furnish and install paver block sidewalk or driveway	SY	50		\$	\$
9309	Furnishing, grading, and placing of Sod - Bahia	SY	1,000		\$	\$
9310	Furnishing, grading, and placing of Sod - St. Augustine	SY	1,000		\$	\$
9801	Root Prune	LF	20		\$	\$
9999	Water Testing Allowance	LS	1	Ffty Thousand Dollars and no cents	\$ 50,000.00	\$ 50,000.00
9971	Service Line Inventory, both Customer-Owned and System-Owned Portions	EA	15,000		\$	\$
<b>9980</b>	<b>Contingency Allowance - to be used by City</b>	<b>LS</b>	<b>1</b>	<b>Five Hundred Thousand Dollars and No Cents</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>
<b>9981</b>	<b>Landscaping Allowance - to be used by City</b>	<b>LS</b>	<b>1</b>	<b>One Hundred Thousand Dollars and No Cents</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>
					<b>TOTAL</b>	
	<b>Before and after photographs shall be provided for documentation of all restoration.</b>					
	<b>The above quantities are for a two year contract term. All quantities are estimated.</b>					

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.	_____	_____	_____	_____	_____
<b>Total Cost: \$</b>				_____	_____

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

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

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

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

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

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

[NOTARY SEAL] Notary Public, State of \_\_\_\_\_  
 Notary Printed Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Project \_\_\_\_\_



# Good Faith Effort Compliance Plan Guidelines

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

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

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

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

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

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

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

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

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

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

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



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

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



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

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

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

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

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

**Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

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

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

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

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

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

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



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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

TAMPA BID BOND  
Contract 24-C-00026; Water Service Line Inventory

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 24-C-00026, Water Service Line Inventory.

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 24-C-00026 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 24-C-00026; Water Service Line Inventory, shall include, but not be limited to, inspection of water service lines on utility side and customer side to determine its material and size and restoration if necessary. 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 conditions(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

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

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

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

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

**ARTICLE 4.02 PROGRESS SCHEDULE**

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

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

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



**ARTICLE 4.03 APPROVAL REQUESTS**

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

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

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

**ARTICLE 4.05 EXTENSION OF TIME**

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

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

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

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

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

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

**ARTICLE 4.06 LIQUIDATED DAMAGES**

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

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

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

**ARTICLE 4.07 FINAL INSPECTION**

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

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

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

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

Before making any subcontract, the Contractor must submit a

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

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

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

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

#### **ARTICLE 5.02 RESPONSIBILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 7 CHANGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 8.02 SUPERINTENDENCE**

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

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

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

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

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

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

### **ARTICLE 8.05 PAYROLL REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

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

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

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

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

made therefor in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10.06 FINAL PAYMENT**

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

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

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

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

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

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

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

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

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

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

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

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

**ARTICLE 11.03 SUITS AT LAW**

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

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

**ARTICLE 11.04 CLAIMS FOR DAMAGES**

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

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

**ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

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

**ARTICLE 11.06 LIABILITY UNAFFECTED**

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

**ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

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

**ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

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

**ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

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

**ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

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

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

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

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

**ARTICLE 11.12 ACCESS TO RECORDS**

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

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

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

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

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

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

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

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

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

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

\* \* \* \* \*



TAMPA AGREEMENT

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

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Jane Castor, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk  
(SEAL)

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

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

Contractor

By:\_\_\_\_\_

(SEAL)

Title: President

ATTEST:

\_\_\_\_\_  
Witness

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

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

# SPECIFICATIONS GENERAL PROVISIONS

## SECTION 1 SCOPE AND INTENT

### G-1.01 DESCRIPTION

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

### G-1.02 WORK INCLUDED

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

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

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

### G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 PLANS AND SPECIFICATIONS**

### **G-2.01 PLANS**

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

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

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

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

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

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

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

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

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

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

### **G-2.05 SPECIFICATIONS**

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

### **G-2.06 INTENT**

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

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

## **SECTION 3 WORKING DRAWINGS**

### **G-3.01 SCOPE**

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

These drawings shall accurately and distinctly present the following:

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

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

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

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

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

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

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

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

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

1. The Contractor shall submit four complete sets of drawings

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

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

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

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

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

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

## **SECTION 4 MATERIALS AND EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

Whenever reference is made to the furnishing of materials or

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Spare parts shall be furnished as specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 5 INSPECTION AND TESTING**

### **G-5.01 GENERAL**

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

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

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

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

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

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

### **G-5.02 COSTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TEMPORARY STRUCTURES

### G-5.07 FINAL FIELD TESTS

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

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

### G-5.08 FAILURE OF TESTS

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

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

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

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

### G-5.09 FINAL INSPECTION

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

## SECTION 6

### G-6.01 GENERAL

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

### G-6.02 PUBLIC ACCESS

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

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

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

### G-6.03 CONTRACTOR'S FIELD OFFICE

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

### G-6.04 TEMPORARY FENCE

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

### G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

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

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

## **SECTION 7 TEMPORARY SERVICES**

### **G-7.01 WATER**

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

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

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

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

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

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

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

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

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

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

### **G-7.06 HEATING**

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

## **SECTION 8**

## **LINES AND GRADES**

### **G-8.01 GENERAL**

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

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

### **G-8.02 SURVEYS**

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

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

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

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

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

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

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

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

Corps of Engineers.

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

### **G-9.01 RESPONSIBILITY**

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

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

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

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

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

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

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

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

manner described in the Technical Specifications section.

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

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

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

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

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

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

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

No open fires will be permitted.

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

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

### **G-10.04 NOISE**

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

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

**SECTION 13  
CLEANING**

**G-10.05 ACCESS TO PUBLIC SERVICES**

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

**G-10.06 DUST PREVENTION**

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

**G-10.07 PRIVATE PROPERTY**

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

**SECTION 11  
SLEEVES AND INSERTS**

**G-11.01 COORDINATION**

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

**G-11.02 OPENINGS TO BE PROVIDED**

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

**SECTION 12  
CUTTING AND PATCHING**

**G-12.01 GENERAL**

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

**G-13.01 DURING CONSTRUCTION**

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

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

**G-13.02 FINAL CLEANING**

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

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

**SECTION 14  
MISCELLANEOUS**

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

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

**G-14.02 EXISTING FACILITIES**

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

**G-14.03 USE OF CHEMICALS**

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

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## **SPECIFIC PROVISIONS**

### **S-1.01 GENERAL**

The Specific Provisions are intended as modifications or supplements to Instructions to Bidders, General Provisions, and the Tampa Agreement. All costs associated with the requirements set forth in the specific provisions shall be incidental to the items of work. No additional compensation will be provided. To the extent such provisions are not modified or supplemented herein, all provisions remain in full force and effect.

The work will be performed in various locations in the City's water service area and will be given out on a task order by task order basis. A separate area for work with a list of addresses to inventory will be provided for each task order.

The contract will be awarded only to a responsive contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment, and machinery to complete the Work to the satisfaction of the Engineer within the time limit stated. In addition to the above, the Contractor shall satisfy all criteria listed in Form 15 – Information Required From Bidders.

The awarded contract will be for a two-year term with one additional two-year term renewal, if agreed to by both parties. If federal funding becomes available for the work being done under this contract, then the Davis-Bacon Act terms shall apply.

The City of Tampa reserves the right to require the Contractor to change his "Contractor Superintendent" at any time.

### **S-2.01 DEFINITIONS**

Add or amend the Definitions in Article 1.02 of the Agreement to these documents as follows:

“Connector” also known as gooseneck or pigtail is defined as a short segment of piping not exceeding two feet that can be bent and is used for connections between rigid service piping, typically connecting the service line to the main.

“Customer-Owned portion of the service line” is defined as the portion of the service line extending from the water meter to the address being served by that meter or the check valve on the fireline. Refer to Service Line Ownership Description, Appendix A for more information.

"Department"

Add the following: “Whenever the word "Department" is used in the Contract Documents, it shall mean the "City of Tampa Water Department".

"Domestic"

Whenever the word "Domestic" is used in the Contract Documents, it shall mean potable water that is used for consumption.

“Engineer” shall mean the Director of the Department or his Duly authorized representative.

“System-Owned portion of the service line” is defined as the portion of the service line extending from the public water main to the water meter or the check valve on the fireline. Refer to Service Line Ownership Description, Appendix A, for more information.

“Task Order Work” is defined as all work required to be performed pursuant to the terms of this contract and a Task Order issued in accordance with these Contract Documents.

#### **S-4.01 DESCRIPTION OF WORK & TASK ORDERS**

It is anticipated that the Work to be performed under this Contract may include, but is not limited to, developing an inventory of the System-Owned and Customer-Owned domestic, irrigation, and fireline service lines to comply with the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR). There are approximately 46,000 locations where the City does not have sufficient information on both the System-Owned portion and the Customer-Owned portion of the service line and approximately 62,000 locations where the City does not have sufficient information on one side of the service line, the System-Owned portion or the Customer-Owned portion.

In most cases the System-Owned service line identification can be done by accessing the meter box and visually inspecting it. If the System-Owned service line is not visible at the meter box or the meter box is buried, then excavation is needed to expose both. Fireline services that are not metered shall be identified as well.

Follow Service Line Material Determination Methodology, Appendix B, for material determination procedures. Special care must be taken not to disturb any service lines hence hand digging in sod and grassy areas is the preferred method to access the meter box and/or uncover the service lines and capture their attributes. The sod shall be cut and removed in a manner that allows re-installment of the same patch of sod after the inspection work is completed. Reinstalling the pre-existing sod patch is considered part of the work and no additional payment for restoration shall be made in these instances. The Contractor can adjust the location for digging or excavating to meet this criterion but on the Customer-Owned portion of the service line digging shall be done at least two (2) feet away from the meter box towards the building being served along the service line. If hand digging is not applicable, then hydro excavation shall be used, to access the meter box and/or uncover the service lines to capture their attributes.

All digging efforts, other than instances where reinstalling the cut patch of sod is an option, will require subsequent repair and restoration. Restoration work is to include, but is not limited to grass area, pavers, driveway, sidewalk, and concrete repair. Digital photographs of the work area before and after restoration shall be cataloged and attached to the City’s approved inventory format and will be the responsibility of the Contractor. Results of the digging or excavation will need to be photographed as well as the water meter with the meter serial number visible. These photographs shall be attached to the City’s approved service line inventory format and will be the responsibility of the Contractor, refer to Service Line Inventory Template, Appendix C, for the approved inventory format.

Types of data to be collected include, but are not limited to the following:

- Water Meter Serial Number



- Confirmation of Street Address
- Sensitive Population (No, Yes-Schools, Yes-Daycares, Yes-Multi-family Homes, Yes-Other; if yes-other, describe in the notes field)
- Service Line Material Classification (System-Owned Portion & Customer-Owned Portion) (Refer to Appendix B)
- Service Line Size (Diameter in inches) (System-Owned Portion & Customer-Owned Portion)
- Was the Service Line Material Field Verified (Yes or No) (System-Owned Portion & Customer-Owned Portion)
- Describe the Field Verification Method (System-Owned Portion & Customer-Owned Portion)
- Enter the Date of Field Verification (System-Owned Portion & Customer-Owned Portion)
- Notes (Describe Type of Service Provided by the Service Line: Domestic, Irrigation, or Fireline and any other notes if applicable) (System-Owned Portion & Customer-Owned Portion)
- Lead Connectors (Yes or No; if yes categorize as: “Lead”, “Replaced Lead”, “Never Lead”, “Unknown”, or “No connector present”)
- Lead Solder in Service Line
- Other fittings and equipment connected to the service line that contain lead.
- Building Type Connected to Service Line (Single Family Residence, Multiple Family Residence, Building, Other)
- Point-of-Entry or Point-of-Use Treatment Present such as water conditioning units or filters
- A digital photograph of the meter box documenting the serial number on the meter.
- A digital photograph of the exposed System-Owned Portion of the service line, if not visible at the meter box, and another photograph of the Customer-Owned Portion of the service line
- Digital photograph of the disturbed area before and after work

For the water service lines that the Department does not have sufficient information, task orders will be issued based on geographical areas. A list of addresses will be provided once the contract has been awarded. Task orders issued to the Contractor will depend on the contractor’s performance and timeliness of completion on previous task orders issued to that Contractor, to include satisfactory restoration.

**NOTE: If a lead service line is encountered contact the Engineer immediately, contact information will be provided once the contract has been awarded.**

Once an area is released to the Contractor, the area shall be reviewed for possible locations that would require prior scheduling such as hospitals, schools, restaurants, gated communities, etc. to minimize return trips.

Before meter boxes and service lines which are located on private property, in backyards, or behind fences are to be accessed the Contractor shall inform the occupant(s) of the work being done. The Contractor is not to enter the property any further than necessary to perform the contracted work. Likewise, if there are perceived dangers and/or conflicts (e.g., dogs, locked gates, disapproval by owner, etc.), the Contractor is to schedule a return trip with the water customer’s consent when such dangers and/or conflicts are resolved. Such instances shall be treated as a normal part of the inspection procedure. In the event that a second trip does not resolve the access issue then the Contractor shall document and notify the Engineer of said conflicts/dangers and proceed to the next location.

If a meter box cannot be located by visual examination, metal detectors shall be used to determine its location. Buried meter boxes shall be uncovered for inspection. Mark the approximate location of the

meter box before uncovering it and take a digital photograph of the area and the service address. Once the inspection has been completed, restore the area surrounding the meter box to same or better than pre-existing condition (DONOT cover up the meter box). Take a digital photograph of the restored area. Provide all photographs in digital format to the Engineer for documentation.

**NOTE: If the uncovered meter box poses a hazard contact the Engineer immediately, contact information will be provided once the contract has been awarded.**

In the event that electrical grounding wires are found attached to the meter, the Contractor shall stop any further work immediately and contact TECO Energy for assistance in detaching the wires. To reduce the amount of time lost in this process, the Contractor shall proceed to the next location(s) and not return to this location to complete the inspection until TECO completes its work and notifies the Contractor of such. Such instances shall be treated as a normal part of the inspection procedure.

Every effort shall be made to minimize disturbance to the area surrounding the water meter, System-Owned & Customer-Owned Portions of the service line. Care shall be taken to avoid unintended damage to the service line and avoid any damage that could temporarily mobilize lead if present in the service line. If any City or Customer owned property is damaged as a result of the contractor's work, it shall be restored to its original or better than pre-existing condition by the Contractor at his/her own expense.

NOTE: It is the Contractor's responsibility for taking appropriate precautions when encountering any live animals (such as bees, wasps, rodents, opossums, roaches, ants, snakes, etc.) within the work area.

The Contractor shall furnish all labor, materials and equipment for the accomplishment of all work as described in the Specifications, as shown on Plans if provided, and as directed by the Engineer in accordance with the expressed or obvious intent of the Contract. Work will be located throughout the City of Tampa and in adjacent portions of Hillsborough County where the City's water service area extends beyond City limits.

The Contractor shall abide by all Occupational Safety and Health Association (OSHA) safety regulations, especially when entering confined spaces, in the fulfillment of this scope of services and shall provide all traffic control devices necessary to ensure a safe working environment for the fulfillment of the contract.

The Contractor shall ensure that all activities are conducted in a professional manner. At minimum, the Contractor shall ensure that all personnel are in an approved uniform having their company's name and obtain and carry a City-issued contractor identification badge, that all field equipment is maintained (clean and neat), and that all vehicles marked with signage including the Contractor's Name and "Contractor for City of Tampa Water Department". Use of personal vehicles for purposes of this contract shall not be allowed. In addition, the Contractor shall maintain written procedures for field operations and information management processes.

The City reserves the right to assign quantities of work to the contractor based on performance criteria, including but not necessarily limited to, the ability to meet acceptable schedules and timeliness of satisfactory restoration. The Contractor shall be responsible for funding and obtaining Port Tampa Bay, Transportation Worker Identification Credentials, etc. as needed to complete the work described herein.

Primary City concerns when awarding this contract are Contractor capability and commitment to

performing and maintaining the service levels defined in Specific Provisions section S-4.02 Provisions For Time Sensitive Task Orders. City expectation is Contractor compliance with the specified service levels at least 98% of the time.

Task Orders will typically originate from the Department's Engineering Division and shall be issued to the Contractor in writing for each project area requested by the Engineer. All such notices shall indicate the date of issuance and include a cost estimate for the work required. Within seven (7) calendar days of receiving a Task Order the Contractor shall provide the Engineer a schedule for completing that work.

The Contractor's work schedule shall contain the detail and duration of all required work tasks. The Engineer shall review the work schedule and return it for correction or review the work schedule and acknowledge its receipt.

Though the Engineer will generate its own cost estimate for Task Orders, the Contractor shall review the scope and produce a cost estimate for all non-expedited Task Orders. If a price has not previously been agreed for those tasks, the Contractor shall propose costs to perform the non-contract items.

Once the Engineer acknowledges receipt of a schedule and cost estimate, it will become the official schedule for that task order and the Engineer will issue the Notice to Proceed (a task order authorization) for that project. Upon receipt of a Notice to Proceed (task order authorization) from the Engineer, the Contractor shall mobilize to the site and begin work within twenty (20) calendar days. For any task order with a total estimated value equal to or less than \$50,000 and for which the contractor does not mobilize to the site and begin work within twenty (20) calendar days of the start date delineated in the task order authorization (unless otherwise directed by the Engineer), the Department will assess liquidated damages of \$500.00 per day for each calendar day that their actual mobilization and start work date exceeds the aforementioned twenty (20) calendar day window.

When the Engineer determines that work on a particular task order is not progressing in a satisfactory manner and at a reasonable speed, it may, at its discretion, authorize the completion of the work by others. The Contractor will only be compensated for the work completed and the Engineer is not obligated to the Contractor for uncompleted work remaining on the task order or contract.

#### **S-4.02 PROVISIONS FOR TIME SENSITIVE TASK ORDER WORK**

When work issued to the Contractor involves restoration, task orders will have expedited level of service (L.O.S.) requirements - for each, restoration must be completed within a specified time. Maximum completion times allowed for each are as follows:

- FDOT Roads/Streets Restoration – 1 Day
- County/City Roads Restoration – 7 Days
- Driveway Restoration – 8 Days
- Sidewalk Restoration – 10 Days
- Sod Restoration – 15 Days

The Contractor is expected to meet service levels specified for these types of task orders at least 98% of the time.

### **S-4.03 EXTRA WORK**

Compensation for Extra Work (i.e., work required to complete an issued task order but that is not included or addressed within the Contract) shall be in accordance with Tampa Agreement Article 7.02 EXTRA WORK. If Engineer and Contractor cannot agree on acceptable unit rates or lump sum price for required Extra Work and compensation must instead be provided per sub-paragraph (c) in Article 7.02, labor rates shall be taken from the Contractor's certified payroll, and equipment rates shall be taken from the current Rental Rate Blue Book for Construction Equipment.

### **S-4.04 AVAILABLE RESOURCES**

The Contractor shall have sufficient resources, including but not necessarily limited to crews, subcontractors, equipment, and materials, to concurrently perform work on a minimum of three (3) separate Expedited Task Orders, one (1) Non-Expedited Task Order, and one (1) Emergency Task Order, while allocating a minimum of one crew per task order.

Each bidder will be required to present satisfactory evidence that he has the necessary competency, capability, credit, integrity, perseverance, and tenacity to complete this Contract as specified, to include providing information which delineates the number and type of each crew to be allocated to this contract, the number of workers assigned to the crew and the company by whom they are employed. The inability to meet schedule deadlines for task order assignments shall be grounds for termination of the Contract.

### **S-5.01 LICENSES AND PERMITS**

If not previously acquired by the Department, the Contractor must obtain at his own expense, all permits, licenses, or other legal authorization necessary for the execution of each project or task order issued by the Department. The Contractor must comply with all regulations, building and construction codes as may be required by law. Copies of all permits must be kept at the job site during work. The Contractor shall comply with all the terms and requirements of the permits and will be held liable for the violation of any and all such permits.

Though generally not applicable to task orders to be issued through this Contract, where applicable (if project/task order work results in one acre or more of disturbed earth) the Contractor shall file a Notice of Intent (NOI) to access the generic NPDES permit administered by the Florida Department of Environmental Protection (FDEP). All document preparation, monitoring, reporting and other compliance with the NOI requirements shall be the responsibility of the Contractor and no separate payment shall be made.

If Hillsborough County right-of-way permit is required the Contractor will be directed to complete the simple pdf-application and approval process with Hillsborough County, typically completed in a day or two. If FDOT notification only is sufficient, the Contractor will be directed to notify FDOT of the impending work. For work to be performed within City of Tampa limits, the contractor shall apply for a City of Tampa right-of-way permit. The Contractor shall provide traffic control plans to all right-of-way owners as required.

In addition to the license requirements of the Instructions to Bidders and as stated above, the Contractor or Subcontractor performing the work on any water systems must hold a current State Underground Utility and Excavation Contractor License issued by the Construction Industry Licensing Board of the State of Florida.

### **S-7.01 WORK DIRECTIVE CHANGE**

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

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

### **S-8.01 ORDER AND TIME OF WORK**

The work shall begin at such points as the Engineer shall designate and shall be prosecuted in the order it directs. This applies to both locations and items of work. Where any of the work requires an interruption of service or water treatment plant operation, permission must be received from the Department and the work performed at times designated by it. The Contractor shall not be allowed to file claims for extra compensation of work prescribed by the Department. The Contractor shall make whatever arrangements are necessary and provide temporary lines and connections where designated by the Department.

### **S-10.01 WORK PERFORMED ON SATURDAYS, SUNDAYS, LEGAL HOLIDAYS, OR AFTER REGULAR WORKING HOURS**

With the exception of certain Emergency Task Orders issued, the work shall normally be discontinued on Saturdays, Sundays, all City and State designated holidays, and after regular working hours (7:30 A.M. to 4:00 P.M., Monday through Friday). Due to the work schedules of the City forces who may be involved, all work shall be conducted during normal work hours and days (Monday through Friday) and prior authorization must be requested by the Contractor for any work he feels is necessary to be accomplished on Saturdays, Sundays, or Holidays. Any overtime for Contractor convenience for weekend or holiday work requiring City forces will require reimbursement to the City by the Contractor for the cost of City personnel time required. The Contractor must request permission in writing at least 2 working days prior to performing work beyond regular work hours or on weekends or holidays as stated above. Written approval must be obtained from the Engineer.

When nighttime work has been approved or directed by the Engineer, it shall be the responsibility of the Contractor to provide adequate artificial lighting – additional compensation will be provided to the Contractor for said lighting, based on equipment rates in the current “Rental Rate Blue Book for Construction Equipment”. The Contractor shall be responsible for the safety of all employees during night work.

### **S-11.01 COMMENCEMENT OF WORK**

Upon receipt of the Contract Notice to Proceed, as specified in Tampa Agreement Article 4.01, the Contractor will be immediately authorized to receive task orders. The Contractor will be issued a separate task order authorization (notice to proceed for the task order) with each task order given to him. Non-Emergency task order authorizations shall stipulate the number of calendar days within which the Contractor must both commence and complete the work for the specific task order. The time for final completion shall be based on

the approved work schedule for that specific task order.

**Non-Expedited and Non-Emergency Task Order Work will not be allowed to commence until the Contractor has an approved project schedule, cost estimate and maintenance of traffic permit (if required).**

### **S-12.01 PARTIAL PAYMENTS**

The City shall have the option of making monthly partial payments on those task orders that exceed \$50,000.00. Payment of these partial payment requests shall be for the approved and accepted amount of work that the Contractor has accomplished in the previous month for that specific task order. The approved amount of work is defined as that amount of work associated with an active task order project which, in the opinion of the Engineer, is progressing at a satisfactory rate of completion. Satisfactory rate of completion is interpreted to mean that once a task order project is started by the Contractor, the job must be actively pursued to include site preparation, utility and agency coordination, inventory gathering information, restoration, clean up. Final acceptance shall include necessary paperwork to close out the task order.

### **S-15.01 CONFLICTS WITH PROPOSED WORK**

It shall be the Contractor's responsibility to alert the Engineer to any conflicts or potential conflicts with the proposed work the day they are discovered, including but not limited to conflicts with existing utilities. Failure of the Contractor to review the job site and alert the Engineer to any conflicts shall relieve the Department from compensating the Contractor for any cost arising from any remedial action necessary to resolve conflict with the proposed work.

### **S-15.02 EXISTING UTILITIES**

Any costs incurred as a result of damage to an "incorrectly" marked existing utility structure or appurtenances (except sanitary laterals – see S-20.01) are to be resolved with the owner of the damaged utility and are not the responsibility of the Water Department. "Incorrectly" marked (as defined in F.A.C. 556, the Underground Facility Damage Prevention and Safety Act) shall mean the hit location was more than 24" either side of the marking for 6" or smaller diameter pipe, or 24" outside of the marking (or double lines, if so marked) for pipes larger than 6" diameter.

### **S-16.01 TEMPORARY FACILITIES AND CONTROLS**

#### **A) Temporary Water Supply**

As per Section G-7.01 of the General Provisions, temporary water required by the Contractor under this Agreement will be furnished by the City from the existing water system. The Contractor shall request temporary hydrant meters with backflow prevention devices when connecting to existing water system hydrants. A minimum of two business days are required to process temporary hydrant meter application. A security deposit for the meter is required. The deposit will be returned when the meter is returned to the City. City Crews will install the meter with backflow-preventer on the hydrant. The Contractor shall make any necessary water supply connections at his own expense at a point designated by the City. The connections shall be maintained by the Contractor, who shall furnish all pipe, valves, and such other equipment as necessary. Temporary piping may run above ground, if done safely at the discretion of the Engineer.

Otherwise, it must run underground and, in such manner, as to meet the approval of the Engineer. Temporary water shall only be used for approved purposes.

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

B) Temporary Sanitary Facilities

Necessary sanitary conveniences for the use of all employees shall be erected and maintained in a satisfactory and sanitary condition, per G-7.03. Upon completion of the work, the temporary facilities shall be removed leaving the premises clean.

**S-17.01 MAINTENANCE AND RESTORATION OF JOB SITE**

The Contractor shall conduct his operations in such a manner that will result in a minimum disturbance and inconvenience to the customer and occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any specific location may require as determined by the Engineer. All restoration must be performed to an equal or better condition than that which existed prior to work activities.

All activities described herein shall conform to the standards prescribed by the City of Tampa Transportation Technical Manual (<https://www.tampa.gov/mobility/transportation/design>) and/or City of Tampa Pavement Restoration Standard (<https://www.tampa.gov/mobility/transportation/design>).

When the standards stated herein conflict with the rules, codes, etc. of the right-of-way owner, the strictest standard shall prevail.

If clearing of gardens, bushes, plants, and other landscape elements is needed to gain access to the water meter, System-Owned, and/or Customer-Owned sides of a water service line for inspection the water customer shall be notified, if available. A digital photograph of the meter box showing the meter's serial number shall be taken. The area surrounding the exposed System-Owned and/or Customer-Owned sides of a water service line shall be restored to same or better than pre-existing condition (DONOT cover up the meter box). A digital photograph of the same area before and after restoration shall be taken and all photographs provided to the Engineer digitally for documentation. The cost to re-mobilize for restoration shall be included in the restoration bid items.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the site neat and clean, with debris being removed as the work progresses or as otherwise directed by the Engineer. Good housekeeping at the job site shall include removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc. from excavations to a dump provided by the Contractor; and worksite clean-up shall be accomplished to the satisfaction of the Engineer. Immediately after work is completed on a property (including restoration), barricades, equipment and surplus and discarded materials shall be removed by the Contractor.

When the Engineer determines that the timely clean-up and restoration of the job site is not accomplished in a satisfactory manner, the Engineer may proceed to schedule and coordinate the necessary clean-up by others. The Contractor shall be back charged for these costs. If such action becomes necessary on the part of and in

the opinion of the Engineer, the Department shall not be responsible for the inadvertent removal from the worksite of materials which the Contractor would not normally have disposed of had the Contractor completed the required clean-up.

The Contractor is responsible for the security of all tools, materials and equipment required for this project and must make all arrangements for safeguards he may deem necessary. The City will assume no liability for any such security or losses resulting from lack of security.

A) Waste Material Disposal

The Contractor shall remove and dispose of all debris and excess spoil resulting from clearing and excavation operations. Natural waterways or bodies of water shall not be used for disposal of debris. All debris shall be disposed of at a site approved and permitted by the State for such disposal. Clean spoil may be disposed on private property only with written authorization of the property owner.

B) Repair and Resurfacing

Where street paving, driveways, sidewalks or curb and gutter is disturbed, restoration shall be made to a condition of equal or better than its pre-existing condition. All materials used for restoration shall conform to standard requirements of that particular agency responsible for roadway maintenance where restoration takes place. All restoration work shall also meet the requirements of both the permitting agency as well as the City. The Contractor shall determine, to his own satisfaction, any requirements and procedures, other than those set forth herein, which may affect the type, quality and method of carrying out the restoration to the satisfaction of the Engineer of areas to be restored.

Base material shall be of the type removed or of equal or greater structural strength as determined by the Engineer. Existing base material from the excavation shall not be reused as base material, but may be used as a stabilizer, or for trench backfill, after removal of existing asphalt, unless it is determined by the Engineer to be unsuitable.

Edges of pavement shall be mechanically sawed to provide a neat, straight edge to the width shown on the plans, or greater, if necessary, prior to replacement. Base material shall be placed to the depths required by permitting agency and thoroughly compacted to the density required by the City or to the standard of the governing permitting agency.

The Contractor shall pay careful attention to the proper reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to inlets from the intersecting streets.

Pavement replacement shall be with the same materials as removed and installation methods and procedures shall comply with the appropriate procedures established by the FDOT Standards Specifications or the appropriate permitting agency.

C) Pavement Marking

Pavement marking of repairs/replacements shall match the previously existing pavement where applicable. Where markings are required other than replacement of previously existing markings, the Contractor shall follow the requirements of the U.S. Department of Transportation, Manual of



Uniform Traffic Control devices for streets and Highways. Application of thermoplastic markings shall comply with FDOT Standard Specifications, Section 711, or the requirements of the governing permitting agency. Reflective pavement markers (RPMs) shall be installed to match the pattern in place prior to the start of excavation.

D) Sodding

Sod shall be of the same type as the surrounding grassed areas (unless specified otherwise by the Engineer), be free of weeds, and have well matted roots. The sod shall be live, fresh, and uninjured at the time of placing. Materials for sodding shall meet the applicable requirements of the governing permitting agency. Except as required to match surrounding grassed areas, sod may be St. Augustine, Bahia, or other varieties as selected by the Engineer.

Areas designated to be sodded shall first be fine graded to match surrounding areas and scarified or loosen to a suitable depth. Sod shall be placed as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. Methods for sodding shall meet the applicable requirements of Section 575 of the FDOT Standard Specifications, or the governing permitting agency.

E) Pavement Restoration Specifications

1) Backfill and Subgrade

Replace and compact clean sub-grade material classified as A-1, A-2, A3. Backfill shall be free of objectionable material (bricks, pavers, broken pavement, concrete, clay, muck, etc.). If flowable fill is used both mix and installation shall conform to FDOT Standard Specifications for Road and Bridge Construction (January 2000), Section 121-1 through 121-6.

a) Density Requirements

Material shall be compacted in lifts not to exceed 12". Densities are required at alternative 1' lifts of vertical fill above excavation area bottom and for each prepared excavated segment, not to exceed 200'. Density test is not to be taken through succeeding layers. The final subgrade density test shall be taken at elevation beneath Base Material or Full depth.

b) Density Specification

Shall meet 98% compaction of AASHTO T-180.

2) Base Material

Approved by the City and/or meeting the FDOT Standard Specifications for Road and Bridge Construction (January 2000). Submittal may be requested by the Engineer.

a) Acceptable Materials

Lime Rock, Shell Marl, Crushed Concrete, Concrete (3000 min. PSI), and Asphalt Plant Mix.

b) Density Requirements

Place and compact in two lifts. Asphalt Plant Mix shall be compacted in accordance with Section 3.10.5.4. Densities are required for each excavated segment at final grade, not to exceed 200’.

c) Density Specifications

Shall meet 98% compaction of AASHTO T-180.

3) Concrete

3000 PSI minimum 28 days strength. Placed on compacted, moistened subgrade. Consolidate and cure. Do not load for 72 hours. Density test of subgrade may be required at the City’s discretion.

4) Asphalt Surface

Sawcut all sides a minimum of 6” from replaced base. Paint with RC 70 (or equal) tack. Place and compact in lifts S-1 or S-3 type asphalt plant mix. The finished pavement is subject to inspection and approval by the Engineer.

a) Density Requirements

Type S-1 lift to be 1 ¼” min. and 3” max. (if lift exceeds 2”, compact with a drum roller type compactor). Type S-3 lift to be ¾” min. and 1 ½” max.

b) Density Specifications

Quality assurance testing of the asphalt may be required at the Engineer’s discretion (generally: 96% compaction of asphalt plant mix design bulk specific gravity).

5) Full Depth Asphalt

Same as requirements for section H Asphalt Surface.

6) Brick/Paver Replacement

Brick/Paver shall be re-laid according to Procedures section below. Place and grade 1 ½” of sand over base or concrete. Place brick/paver uniformly, staggered with respect to the adjacent course. Any work area disturbing a street listed as a “Historical Street” shall be required to replace original brick/paver. The Contractor is responsible for safe storage of materials until such time the brick/paver is re-laid.

- a) Base Options
  - a. Lime Rock Shell Marl: shall meet Section F BASE MATERIAL, requires brick/paver joints to be sealed with Asphaltic Steep #7330 or Surebond 1300 Sealer.
  - b. Crushed Concrete: shall meet Section F BASE MATERIAL, requires brick/paver joints to be sealed with 1:4 sand cement mixture (slurry or moistened to ensure that cement sets).
  - c. Concrete: shall meet Section G CONCRETE, 4” of concrete is used as base material, requires brick/paver joints to be sealed with 1:4 sand cement mixture (slurry or moistened to ensure that cement sets).
- b) Density Requirements  
Subgrade material shall meet Section E.1 BACKFILL and SUBGRADE. Base material shall meet Section F BASE MATERIAL
- c) Density Specifications  
Shall meet 98% compaction of AASHTO T-180.

F) Pavement Restoration Procedures

1) General

The Permit holder is to contact the Engineer, 48 hours prior to starting permitted work. **The material testing results shall be forwarded to the Engineer.**

Testing/Inspection shall be scheduled with and done by an approved engineering testing laboratory on any part of the replacement work. The results of all tests and copies of all applicable material delivery tickets shall be forwarded to the Engineer by the Contractor. The permittee shall bear all testing costs.

The Foreman on each project shall maintain on-site, copies of the approved Department of Public Works “Application and Permit for Construction and Maintenance Operations Within Public Rights of Way, including plans, drawings, and the Pavement Restoration Requirements.

2) Excavation

Where pavement and/or base are undermined, disturbed, or otherwise damaged, such areas shall be cut away and the pavement replacement work extended to correct such conditions. Tunneling under driveways, sidewalks, curbing, retaining walls, and pavement shall not be allowed unless prior work approval is given by the Engineer.

When obstructions are encountered in driving or jacking, pipe shall be cut off, left in place, and filled with a flowable fill type grout to prevent the formation of voids.

Ditches shall be restored promptly to prevent the formation of sediment in the existing

drainage system. Erosion control shall be enforced. The existing ditch grade and cross section profile shall be maintained. The Engineer will require sodding, sprigging, or seeding and mulching to restore stable cover of vegetation on ditch banks, shoulders, and other areas disturbed. Vegetation restoration will be kept moist and maintained until well established. Staking of sod will be required if ditch slope exceeds 4:1.

Erosion control shall abide by Erosion Control Methods set forth in the City's Standard Drawings where applicable.

Lawn and landscaped areas shall be restored to original or better than pre-existing condition. Each situation may require individual attention and differing restoration procedures.

### 3) Concrete

Concrete sidewalks, driveways or pavement affected by work described herein will be corrected by removing and replacing full panels. Cuts in concrete sidewalks or driveways shall be sawed in straight lines at panel joints and replaced to full panels.

Concrete replacement shall be a minimum thickness of 6" for driveways and 4" for sidewalks. Concrete and density requirements shall meet specification in Section G.

Concrete curb and gutter will be formed and placed as a single unit to conform to the City Standards.

Expansion joints shall be provided at no more than 50' intervals on curb and sidewalk replacement work.

Expansion material shall be used where new concrete meets existing. Sidewalks shall have tooled construction joints or sawed control joints at 5' intervals for 5' wide sidewalk and 6' intervals for 6' wide sidewalk.

### 4) Brick/Pavers

Brick/Paver driveways shall be re-laid as called for by the street replacement schedule and on a complete and accepted base with a sand cushion and only clean whole, sound brick/paver shall be used.

Brick/Paver replacement consists of bringing the area to be repaved to a subgrade and base conforming to the required grade and cross section of uniform density ready to receive the brick/paver. Material and density requirements shall meet Section S17.01 E6.

Any part of the subgrade and base area inaccessible to the mechanical compactor shall be compacted by hand or power tamping in a manner acceptable to the City.

The brick/paver shall be laid in straight courses, flat on the prepared sand cushion, with the better side of face upward.

The brick/paver shall be laid in close contact and the joints of each course shall be uniformly staggered with respect to adjacent courses. Whole brick/paver shall be used except in starting or finishing a course and in fitting around structures. In general, not less than ¼ of brick/paver shall be used in batting.

The joints shall be filled in accordance with Section J.1. The 1:4 sand/cement mixture 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. Excess grout shall be removed from surface.

Joint filler shall take place immediately to prevent joints from filling with foreign matter.

#### 5) Asphalt

Asphalt pavement edges of cuts are to be sawed in straight lines parallel and perpendicular to pavement edges. One uniform parallel line for paving shall exist along edge outside of the excavation area. When the existing asphalt is less than 3” thick, pavement shall be cut and removed for a minimum distance of 6” from edge of the excavation area.

Tack coat shall be applied to the surface of the pavement base and adjoining asphalt butted edge joint. No “feathering” of asphalt at the joint will be allowed. These areas are to be free of all loose material and foreign matter before applying tack coat.

Asphalt pavement installation shall be rolled in place in a controlled pattern with a mechanical compactor capable of sufficiently applying enough load to meet density requirements in accordance with Section S17.01 E4.

If an asphalt overlay is called for, a string line must be used while spreading the material, to obtain neat patches with straight edges. Where a cut is adjacent to or within 3’ of a previous patch, the pavement replacement and/or resurfacing shall be extended to include the previous patch.

Final surface restoration must be completed to the City’s standards and the City reserves the right to require the entire roadway surface width to be overlaid to lengths determined by the City.

Upon completion of the roadway surface, the Contractor shall replace all damaged pavement markings per City standards.

#### 6) Sodding

Scarify or loosen the areas requiring sod to a depth of 6 inches. Prior to sodding, thoroughly water area and allow water to percolate into the soil.

Place sod immediately after ground preparation. Do not use sod that has been cut for more than 72 hours.

Do not sod when weather and soil conditions are unsuitable for proper results. Do not place sod on eroded or washed-out sites.

Place the sod on the prepared surface, with edges in close contact and embed it firmly and smoothly by lightly tamping with appropriate tools.

Thoroughly water the sod immediately after placing. Use watering equipment that will prevent damage to the finished surface.

### **S-18.01 CONTRACTOR'S SCHEDULE**

The Contractor shall submit a weekly schedule to the Engineer. The weekly schedule shall reflect the work plan for all proposed work in the forthcoming week. The weekly schedule shall be provided to the Engineer by noon each Friday preceding the week that work is planned for. Unless other arrangements have been made between the Engineer and Contractor.

### **S-19.01 USE OF EXPLOSIVES**

Explosives shall not be used on the work.

### **S-20.01 SANITARY HOUSE CONNECTION CONFLICTS**

Where sanitary house laterals are damaged or broken because of Contractor performed work, such laterals shall be restored by the Contractor according to the City of Tampa Sanitary Sewer Department's specifications and to the satisfaction of the Engineer.

If City Wastewater Department was contacted (notified of impending work) a minimum of two (2) full business days prior to the excavation that resulted in damage to the facility, and if the facility hit was marked incorrectly (meaning the hit location was more than 24" either side of the marking for 6" or smaller diameter pipe, or 24" outside of the double lines marked (if double lines were marked) for pipe larger than 6" diameter), then the Contractor shall receive compensation for the replacement based on the applicable unit rates provided in the Contract.

If the damaged lateral was correctly marked in the field by City Wastewater forces, no extra compensation shall be paid for this work.

Additional compensation for damaged lateral replacement is contingent upon Contractor compliance with Sunshine State One Call of Florida (SSOCOF) guidelines for excavating. If determined that the Contractor's excavation was not in compliance with SSOCOF Guidelines, additional compensation will not be allowed for the lateral replacement.

Where laterals not denoted on plans nor field located, it shall be contractor responsibility to locate and avoid sewer laterals. Payments of sewer laterals may be authorized by Engineer where conflict of sewer laterals cannot be avoided.

### **S-25.01 REQUIREMENTS FOR CONTROL OF THE WORK**

Prior to the start of non-expedited or non-emergency task order work included in this contract, a preconstruction meeting will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The contractor shall provide the baseline schedule for all items of work, key emergency contact list, project schedule of values, and submittal log.

For work progress meetings the contractor shall provide a three-week schedule.

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

### **S-26.01 ENVIRONMENTAL PROTECTION**

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

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from the operations and shall operate to minimize pollution of air, ground or surface waters and vegetation and afford the neighboring community the maximum protection during and upon completion of the work. The Contractor shall comply with Article 14.01 of the General Provisions and submit a plan to the Engineer for review and acceptance prior to implementation of the plan. Such plan can be combined with other control plan submittals and shall address protective measures to be taken.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, ponds and other water sources with fuels, oils, bitumen, calcium hypochlorite (HTH) or other harmful materials. The Contractor shall conduct and schedule operations to avoid pollution or siltation of streams, lakes, etc., including the use of silt barriers, straw bales, or other related control methods, as outlined in the FDOT Standard Specifications.

Where there is a high potential for erosion, the Contractor shall not expose, by operations, a larger area of erosive land at any one time than the minimum necessary for efficient operations, and the duration of exposure of the uncompleted work to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

### **S-27.01 USE OF PRIVATE PROPERTY**

In accordance with Section 10, Paragraph G-10.07 of the General Provisions, all activities required to complete Task Order Work in accordance with this contract shall require the Contractor to make specific arrangements with private property owners for his use of their property. The City assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting the work areas on this project.

### **S-28.01 TREE REMOVAL**

The Contractor shall be extremely careful and make all efforts to preserve existing trees, plants, and shrubs within the work area.

Any existing trees, plants, and shrubs to be removed shall be with the prior approval of the Engineer and in accordance with City of Tampa Landscape Ordinance No. 89-262, latest edition, or the requirements of the local agency responsible for overseeing those activities. Separate payment shall be made to the Contractor for the tree removal under the appropriate pay item.

### **S-29.01 STANDARD DETAILS**

In addition to the various details applicable to the project included in the plans, there are Standard Details of the City of Tampa Water Department that shall apply to this work. The details that are to supplement those shown in the plans are included herein.

### **S-30.01 MAINTENANCE OF CONTINUOUS WATER SERVICE**

At the conclusion of every workday, the Contractor is responsible for ensuring that all water services within his effective work area are in service. If a water customer contacts the Department to advise that they have no water service and it is determined to be within the Contractor's work area, the Contractor will be notified of the interrupted service through the Department dispatcher and/or inspection division. Upon notification, the Contractor must mobilize to the site and reinstate the customer's water service.

If the Contractor fails to mobilize his forces to make the repairs, the Department will mobilize its own forces to reinstate the customer's water services. In this event, the Contractor shall be charged a five hundred dollar (\$500.00) flat rate fee plus actual direct department costs for labor, materials, and equipment used to reinstate the water service. This five-hundred-dollar fee and Department cost will be charged for each additional service reinstated. The amount charged will be deducted from the Contractor's payment.

### **S-31.01 SHUTDOWNS**

Unless otherwise approved by the Engineer in an emergency situation, scheduled shutdowns may only occur on Mondays, Tuesdays and Wednesdays. The Contractor shall notify the Engineer at least two weeks in advance of the need for a scheduled shutdown.

Where other occurrences require a shutdown, the Contractor shall work with the City to perform the work necessary to complete the shutdown. The Department will make every effort in advance to perform pre-valve shutdowns, but there are no guarantees as to whether or not all valves will properly seat in order to guarantee a complete shutdown. In the event of an emergency, the Contractor shall immediately notify the Engineer.

### **S-34.01 ASBESTOS REMOVAL**

The Contractor shall secure the services of a State of Florida licensed asbestos abatement contractor for the performance of any and all work involving the cutting, removal, transportation and proper disposal of asbestos containing materials.



The asbestos abatement work must be performed by a contractor having not less than 10 years of experience in work of this type and magnitude. The asbestos abatement contractor must submit a listing of the last ten (10) projects performed with the name and telephone number of a contact person. Additionally, the asbestos abatement contractor shall submit a certified letter indicating compliance with the following:

- a) Job supervisor's names and confirmation of State of Florida licensure, valid for the period of the contract.
- b) Pollution Liability Insurance with a minimum limit of \$1,000,000 bodily injury and property damage combined single limit each occurrence to cover its liability as an asbestos abatement contractor. Such policy shall be issued in accordance with the insurance specifications contained in this bid, including naming the City and Contractor (if different than the asbestos abatement contractor) as additional insureds.
- c) Statements indicating no pending lawsuits.
- d) An acceptable disposal facility is required. Documentation must be submitted to the Engineer that the proposed disposal site is approved to receive and deposit asbestos waste materials. After deposition, receipts must be submitted to the Engineer to demonstrate that the waste was properly disposed of.

The submittal shall be in sufficient detail to show compliance with the above qualification specification.

#### **S-36.01 CONTRACTOR'S PRESENCE**

The Contractor or his authorized representative shall be present at the job site at all times while the work is in progress. Contractor shall make readily accessible copies of both the Contract Documents and the latest approved working drawings at the job site.

#### **S-37.01 FIELD OFFICE**

Field offices will not be required per G6.03.

#### **S-38.01 TEMPORARY FENCING**

Whenever temporary site fencing is required per contract plans, the fencing will be added to the project through a change order. Temporary fencing is not required on every task order.

#### **S-38.02 PERMANENT FENCE RESTORATION**

When required to remove permanent fence to permit work, the Contractor shall remove and store fence to prevent damage. Subsequent to work performed, the Contractor shall restore fence to its original location and condition, repair damaged fence, or replace with applicable in-kind material.

Whenever permanent fencing is agreed by the Engineer to be removed by the Contractor to facilitate work, fence removal and restoration shall be performed per G-9.04 – except compensation will be provided to the Contractor, based on either 1) the fencing sub-contractor's invoice, plus 15% OH&P; or, 2) if fence

restoration is executed by the Contractor, compensation shall be provided in accordance with Specific Provision S-4.04. The fence restoration will be added to the project through a Work Directive Change (WDC). Permanent fencing is not required on every task order.

**S-60.01 TREE PROTECTION**

The Contractor is responsible to protect all trees (public and private) within the vicinity of proposed work in accordance with Chapter 13 of the City of Tampa code, and standards therein. Excavation within the protective radius of trees requires root pruning with the appropriate equipment to assure roots are severed clean at the approved radius. Excavations shall not be performed in tree root zones without cutting roots cleanly -- cutting roots via backhoe is unacceptable. Branch or root pruning is not authorized without prior approval from the City of Tampa Planning and Development Department, Natural Resource Section, and if authorized shall be completed by a certified arborist and in compliance with ANSI A-300 tree trimming standards.

**Contract Pay Items**

**C-1.00 General**

The Contractor shall receive and accept the compensation provided in the Proposal and the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the Agreement, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Department.

It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be basis for rejection of his bid.

The prices stated in the Bid Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection, obtaining Port Tampa Bay, Transportation Worker Identification Credentials, etc. together with all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

No separate payment will be made for the following items. The cost of such work shall be included in the applicable contract pay items of work:

1. Clearing and grubbing;
2. Hand digging or excavation, including necessary pavement/slab removal;
3. Cutting and removing the sod in a manner that allows re-installment of the same patch of sod after the inspection work is completed. Re-installing that same patch of sod.
4. Shoring and sheeting as required by OSHA trench excavation safety standards unless specifically provided for in a pay item;
5. Dewatering and proper disposal of all water unless specifically provided for in a pay item;
6. Backfill and proper compaction, including suitable fill;
7. Grading;
8. Replacement or restoration of paved or unpaved roadways, driveways or sidewalks, grass and shrubbery plots outside of established pay limits;
9. Temporary facilities and controls during work activities such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item;

10. Removing and legally disposing of waste material due to work;
11. Cleanup and restoring the job site to its original condition, which includes but is not necessarily limited to restoring the ground surface to its original grade;
12. Repair of water services damaged during excavation;
13. Coordination with all Federal, State and Local agencies and utilities;
14. Tree trimming as required by the City of Tampa Parks Department or any other agency unless specifically provided for as a contract item;
15. Unintended damage to property by the contractor due to work activities;
16. Repair of private irrigation systems damaged during excavation;
17. Furnishing and installing suitable temporary fences, as directed by the Engineer, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced;
18. Mobilization or demobilization.
19. Furnishing the inventory report in digital format using the provided template and attaching all photographs taken for the purpose of inventory and restoration.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Proposal or Contract Pay Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

Hand digging in sod and grassy areas is the preferred method to access the meter box and/or uncover the service lines and capture their attributes. The sod shall be cut and removed in a manner that allows re-installment of the same patch of sod after the inspection work is completed. Reinstalling the pre-existing sod patch is considered part of the work and no additional payment for restoration shall be made in these instances.

The City shall have the option of making monthly partial payments on work that exceeds \$100,000.00. Payment of these partial payment requests shall be for the approved and accepted amount of work that the Contractor has accomplished in the previous month. The approved amount of work is defined as that amount of work associated with an active work within the project which, in the opinion of the Engineer, is progressing at a satisfactory rate of completion. Satisfactory rate of completion is interpreted to mean that once project is started by the Contractor, the job must be actively pursued to include site preparation, utility and agency coordination, installation of all pipe and appurtenances, restoration, clean up, testing, disinfection, and final acceptance.

Following final payment by the City, the Contractor shall maintain the surface of the unpaved trenches, shrubbery, fences, sod, and other surfaces disturbed for a period of six (6) months thereafter and shall

maintain the repaved areas, curbs, gutters and sidewalks, trees, if replaced by the Contractor, for one (1) year after acceptance. The cost of maintaining the restored areas is considered incidental to the cost of restoring the areas disturbed by the Contractor. These costs shall be prorated and included in the cost for the bid item for which it is required.

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

All work and materials shall be in accordance with the Workmanship & Materials specifications and Standard Details herein. Refer to the standards prescribed by the City of Tampa Transportation Technical Manual (<https://www.tampa.gov/mobility/transportation/design>) and/or City of Tampa Pavement Restoration Standard (<https://www.tampa.gov/mobility/transportation/design>).

### **C-9.00 Restoration & Miscellaneous Incidental Items General**

The Contractor shall furnish all labor, equipment, and materials to restore the work area to an equal or better condition than that which existed prior to work.

Before and after digital photographs of the restoration area will be required for payment. Measuring device shall be used and shown in photographs to quantify the restoration area.

As stated previously, upon final payment by the Department, the Contractor shall maintain the surface of the unpaved trenches, shrubbery, trees, fences, sod, and other surfaces disturbed for a period of 6 months thereafter and shall maintain the repaved areas, curbs, gutters, and sidewalks, if replaced by the Contractor for one year after final acceptance of the respective item. The cost of maintaining the restored areas shall be incidental to the cost of restoring the areas disturbed by the Contractor. These costs shall be prorated and included in the cost for the respective contract pay item.

### **C-9.20 Pavement & MOT**

The Contractor shall provide all labor, equipment, and materials to remove and restore pavement and pavement bases that were cut and removed during the course of the work. Pavement and pavement base restoration shall include roadways, driveways, parking lots, etc. Under this section, payment shall be made for:

1. Furnishing, placing, grading, and compacting approved lime rock base;
2. Furnishing, placing, grading, and compacting approved crushed concrete base;
3. Furnishing, placing, grading, and compacting approved asphalt base course, ABC-3 or Superpave Type B-12.5;
4. Furnishing, placing, grading and compacting approved "Type S-1" or "Superpave Type SP-12.5" asphaltic concrete base or surface course;
5. Furnishing, placing, grading and compacting to full depth approved "Type S-1" or

- "Superpave Type SP-12.5" asphaltic concrete surface course;
6. Furnish and install 6" thick concrete driveway;
  7. Furnishing and installing brick pavement including base material;
  8. Installing brick pavement;
  9. Furnishing and installing Thermo Striping;
  10. Furnishing, placing, and grading Type S-III or Superpave "Type SP-9.5" asphaltic concrete overlay;
  11. Mechanical milling of 1-inch of existing asphalt including proper disposal of the milled material;
  12. Mobilization required for mechanical milling operations;
  13. Furnishing and installing traffic loops as specified and directed by the Engineer;
  14. Furnishing and installing signalization loops as specified and directed by the Engineer;
  15. Furnishing Traffic Control Officer (Off-Duty Law Enforcement);
  16. Furnishing and installing work zone signs;
  17. Furnishing and installing traffic control devices to right-of-way permit requirements;
  18. Removing, transporting and disposing of pavement, concrete curb, asphaltic curb and other items removed during work;
  19. Cleaning up and restoring the job site which shall include re-grading the terrain;
  20. Removing and legally disposing of all waste materials.

All surface restoration shall be as directed by the Engineer or the regulatory agency having jurisdiction over the roadway. All areas requiring pavement restoration shall be saw cut prior to construction pavement removal. The costs to mechanically saw cut pavement joints are considered incidental to pavement restoration and should be included in the cost.

Asphalt shall be measured for payment based the number of tons of asphalt furnished and installed. All pavement, concrete curb, asphaltic concrete curb, or other items removed during work shall be disposed of by the Contractor in a manner satisfactory to the Department. The cost of removal and disposal associated with all items shall be included in the assigned restoration item.

The Contractor shall furnish all labor, materials, and equipment, necessary to replace and maintain complete the traffic signalization loops as specified and directed by the Engineer. The work includes all saw-cutting of pavement, placement of loop wires and lead-in cables, non-metallic wire hold downs, wire identification tags and sealants, splicing and termination strips, testing and all other work incidental to the installation of a signalization loop complete in place. All signalization loops shall conform to the requirements of the latest edition of the Florida Department of Transportation Standard Specifications for

Road and Bridge Construction. Payment for traffic signalization loops will be made at the appropriate contract item unit price per signalization loop installed.

The Contractor shall be compensated for any thermoplastic striping required based on the striping sub-contractor's invoice for work done for a given task order, plus 10% OH&P.

The Contractor shall be compensated for any maintenance of traffic required for a given task order based on the MOT sub-contractor's invoice for a given task order (corroborated by count records the Contractor shall provide to the Engineer daily) plus 10% OH&P.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9200	Furnish, place, and compact lime rock base	CY
9201	Furnish, place, and compact crushed concrete base	CY
9203	Furnish, place, and compact Superpave Type B-12.5 asphalt base course	TN
9205	Furnish and install asphalt concrete surface Superpave Type SP-12.5	TN
9207	Furnish, place and grade Superpave Type SP-9.5 asphaltic concrete overlay	TN
9210	Furnish and install 6" thick concrete driveway	SY
9211	Furnish and install brick pavement including base material	SY
9212	Remove and Reset Paver Block Sidewalk or Driveway	SY

**C-9.30 Concrete Sidewalk**

The Contractor shall provide for all labor, equipment, and materials to restore the disturbed areas during the work activity per S-17.01. Under this section, payment shall be made for:

1. Remove and furnish and install 4-inch thick concrete sidewalk, including applicable sidewalk ramps;
2. Remove and reset paver block sidewalks or driveways.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9307	Furnish and install 4" thick concrete sidewalk	SY
9308	Furnish and install paver block sidewalk or driveway	SY

**C-9.31 Sodding**

The Contractor shall provide for all labor, equipment, and materials to restore the disturbed areas during the work activity per S-17.01. Under this section, payment shall be made for:

1. Restoring the areas with approved sod. Restoring the area with sod shall include furnishing, grading, and placing the sod;
2. Cleaning up and restoring the job site which shall include re-grading the terrain;
3. Removing and legally disposing of all waste materials.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9309	Furnishing, grading, and place sod – Bahia	SY
9310	Furnishing, grading, and place sod -St. Augustine	SY

**C-9.80 Tree Protection**

The Contractor shall provide all labor, equipment, and materials to protect trees 5 inches in diameter or greater.

Tree diameter shall be determined by measuring the circumference of the trunk 4-½ feet above existing ground level and divided by 3.14. Payment shall be made by the tree-inch diameter.

Trees less than 5-inches in diameter will be considered as part of the normal trench excavation and will be prorated and included under the appropriate pipeline installation contract item.

Tree protection shall include, but may not be limited to:

1. Root pruning all tree roots along the tree-ward side of the trench with a clean vertical cut as shown on the plans or as indicated by the Engineer.
2. Backfilling and compacting the excavation;
3. Cleaning up and restoring the job site which shall include re-grading the terrain;
4. Removing and legally disposing of all waste materials.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9801	Root prune	LF

**C-9.97 Service Line Inventory**

The Contractor shall supply all labor, supervision, tools, equipment, and materials needed to perform the work in accordance with S-4.01. The price stated shall include all costs and expenses for taxes, transportation charges and expenses, and expenses for performing and completing the work as specified herein. The bid price shall include up to two attempts (on two separate occasions set apart by at least one



day from each other) at gathering all the requested information per each water service (includes the water meter, System-Owned, and Customer-Owned service lines).

Payment shall be made once the deliverable for each Task Order has been submitted. The deliverables shall include all digital photos, and data collected in the field. Types of data to be collected include, but are not limited to the following:

- Water Meter Serial Number
- Street Address
- Sensitive Population (No, Yes-Schools, Yes-Daycares, Yes-Multi-family Homes, Yes-Other; if yes-other, describe in the notes field)
- Service Line Material Classification (System-Owned Portion & Customer-Owned Portion) (Refer to Appendix B)
- Service Line Size (Diameter in inches) (System-Owned Portion & Customer-Owned Portion)
- Was the Service Line Material Field Verified (Yes or No) (System-Owned Portion & Customer-Owned Portion)
- Describe the Field Verification Method (System-Owned Portion & Customer-Owned Portion)
- Enter the Date of Field Verification (System-Owned Portion & Customer-Owned Portion)
- Notes (Describe Type of Service Provided by the Service Line: Domestic, Irrigation, or Fireline and any other notes if applicable) (System-Owned Portion & Customer-Owned Portion)
- Lead Connectors
- Lead Solder in Service Line
- Other fittings and equipment connected to the service line that contain lead.
- Building Type Connected to Service Line (Single Family Residence, Multiple Family Residence, Building, Other)
- Point-of-Entry or Point-of-Use Treatment Present such as water conditioning units or filters
- A digital photograph of the meter box documenting the serial number on the meter.
- A digital photograph of the exposed System-Owned Portion of the service line, if not visible at the meter box, and another photograph of the Customer-Owned Portion of the service line
- Digital photograph of the disturbed area before and after work

The deliverable shall be digital and follow the “Service Line Inventory Template” format, Appendix C. All data within the “Detailed Inventory” tab of the spreadsheet, columns with blue color-coded headings, shall be provided for each service address. All digital photos shall be named using the meter serial number, if applicable, and the service address (e.g. 13238923, 705 E 121st Ave) and be attached to the spreadsheet.

No separate payment shall be made for the following items, the cost of such work shall be included in the bid price per water service (for water type it includes the water meter and System-Owned and Customer-Owned water service):

- All hand digging or excavation, including necessary pavement/slab removal.
- Removing and disposing of waste material produced during the execution of work.
- Cleanup of the job site to equal or better than pre-existing condition, which includes but is not necessarily limited to restoring the ground surface to its original grade.
- Site restoration by reinstalling the pre-existing sod patch

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9971	Service Line Inventory, both Customer-Owned and System-Owned Portions	EA

**C-9.98 Allowances**

**Contingency:** The contingency allowance shall be used by the City of Tampa as directed by the Engineer. Payment shall be made as a lump sum to pay for furnishing and installing items not listed in the Contract. Contractor shall provide an invoice listing the items and quantities along with the lump sum price. The Engineer may request a cost estimate for a contingency item from the Contractor prior to start of work.

**Landscaping:** The landscaping allowance shall be used by the City of Tampa as directed by the Engineer. Payment shall be made as a lump sum to pay for furnishing and installing exotic landscaping items that need to be removed as part of the work activities. Contractor shall provide digital photographs of the specific area and obtain prior approval from the Engineer. The Contractor shall submit an invoice listing the items and quantities along with the lump sum price. The Engineer may request a cost estimate for a landscaping item from the Contractor prior to work.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
9980	Contingency Allowance	LS
9981	Landscaping Allowance	LS



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

[ ] Partial [ ] Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Trade/Work Activity	Federal ID	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
[ ]Sub [ ]Supplier				Amount Pending Previously Reported	Sub Pay Period Ending Date
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

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



## Page 2 of 2 – DMI Payment

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

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

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

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

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

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

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

# Sign Information

## Transforming Tampa's Tomorrow



**This project will help transform Tampa into a more resilient and sustainable city.**

### Font

Proxima Nova font family  
 If that font is not available, the Calibri font family may be used

### Colors

PANTONE	285 C
PANTONE	376 C
PANTONE	382 C

The QR code should be 5.25" wide by 5.25"

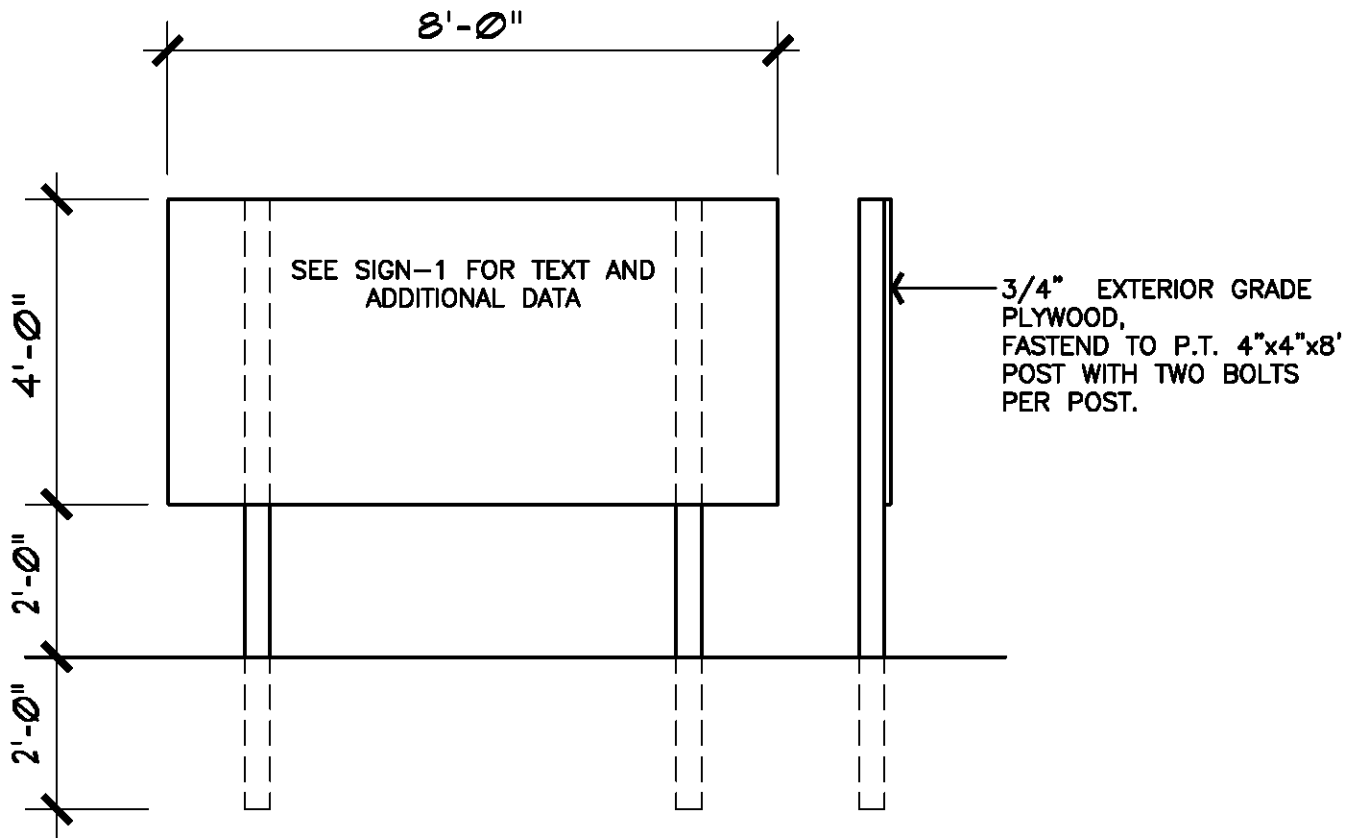
Sign should be 48" high by 96" wide

12"

12"

scale:

**SIGN EXAMPLE ONLY GRAPHIC TO BE DEVELOPED BY CONTRACTOR**



## **WORKMANSHIP AND MATERIALS**

### **W-00 GENERAL REQUIREMENTS**

All materials shall be in accordance with these Material Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances and codes. All materials or products that will be in contact with potable water shall be listed by the National Science Foundation (NSF-61 listed) or by an approved certifying agency as conforming to the requirements of ANSI/NSF-61.

Items designated to be “domestically manufactured” shall be manufactured, assembled and tested in their entirety within the United States of America or its territories. Items designated to be “domestically assembled” may be foreign-manufactured but shall be assembled and tested in their entirety within the United States of America or its territories. Items requiring a “domestic presence” may be foreign-manufactured and/or assembled and/or tested, but the manufacturer shall have a designated representative or agent located within the United States of America, and that representative or agent shall be available to provide on-site service if required by the City of Tampa Water Department (Department).

All materials shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Department, are inferior or are lower grade than indicated, specified or required, shall not be accepted. All materials used in this contract must be approved in advance by the Engineer. In conformance with section G-4.02 of these contract documents, any two items of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer. Unless approved in advance by the engineer, only one manufacturer may be used for each item under this contract.

Unless otherwise specified, all pipe shall be installed as restrained using one of the City of Tampa approved restraint devices.

### **W-12 HDPE TUBING**

#### **1. GENERAL**

All water service lines two (2) inches in diameter and smaller shall be constructed of high-density polyethylene (HDPE) pressure tubing.

#### **2. PRODUCT**

- a) The standard dimension ratio (SDR) shall be 9 for CTS tubing sizes. The average outside diameter, minimum wall thickness and respective tolerances for any cross-section shall be as specified in ASTM D2737. The average inside diameter, minimum wall thickness, and respective tolerances for any cross-section shall be as specified in ASTM D2239.
- b) Polyethylene extrusion compound from which the PE tubing are extruded shall comply with the applicable requirements for the Type III, color and U.V. code E, Class C, PE 4710, very high molecular weight polyethylene plastic material manufactured in accordance with AWWA C-901, latest revision, as specified in ASTM D1248.
- c) HDPE pressure tubing shall have a color and ultraviolet code E and a minimum cell classification of PE 454474 E as specified in ASTM D3350.
- d) The polyethylene extrusion compound shall be of virgin quality approved for potable water service by the National Sanitation Foundation. The polyethylene extrusion compound shall be manufactured with

sufficient and proper ultra-violet color stabilizers.

- e) Polyethylene tubing shall be blue and have U.V. color stabilizers so that the pipe is not affected in color or flexibility for a minimum of four (4) years.

### 3. QUALITY CONTROL AND TESTING

- a) Environmental stress cracking resistance testing shall be performed in accordance with ASTM D1693, Condition C, and shall have no failures after 5000 hours duration.
- b) When submitting for approval of HDPE not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the HDPE may be rejected at the sole option of the City.

### 4. MANUFACTURER

All HDPE tubing shall be manufactured by Performance Pipes "DriscoPlex", Endot EndoPure", Vanguard "Bruiser", Charter Plastics "Blue Ice" or approved equal.

## W-20 VALVES

### 1. GENERAL

This section includes all valves to be owned and maintained by the City of Tampa Water Department. Requirements of this section apply to all valves unless exceptions are shown or stated on the plans or specific provisions.

Resilient Seat Gate Vales ("Valves") provided under this specification shall be suitable for installation on ductile iron or cast iron pipe, and C-900 PVC. Valves shall be manufactured in accordance with AWWA C-509 or AWWA C-515, latest editions, as applicable, and as specified herein.

Plug valves "valves" shall be of non-lubricating, eccentric type, shall meet or exceed the latest revision of AWWA Standard C517, and shall meet or exceed the requirements of this specification

### 2. PRODUCT

#### a) *Valve Boxes*

- i) Shall be designed to provide access to an underground valve's 2-inch operating nut at a depth of two-feet or greater. Valve boxes shall be suitable for installation in areas subject to heavy vehicle traffic loading.
- ii) Shall include removable valve box cover with "WATER" label as shown on the Standard Dimension Detail titled "Valve Box".
- iii) Shall be manufactured of Class 30 or 35 grey iron.
- iv) Shall consist of four parts: valve box cover, riser, top section, and bottom section.
- v) Shall be the same dimension, within manufacturing tolerances, as shown in Standard Dimension Detail "Valve Box".

#### b) *Gate Valves (4-inch and larger)*

##### i) Gate valve operation

- (1) Valves installed in public rights-of-way shall be right-hand (clockwise) open.



- (2) Valves installed on the David L. Tippin Water Treatment Plant property (or at remote pumping locations) shall be left-hand (counter clockwise) open.
- ii) Valve installed below grade shall have mechanical joint ends. Valves installed above grade shall be flanged.
- iii) Mechanical joints and accessories shall be manufactured in accordance with AWWA Standards C-110 and C-111.
- iv) Mechanical joint bolts-and-nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "USalloy", or "ACIPalloy".
- v) Valves stems shall be non-rising and manufactured from stainless steel in accordance with AWWA C-509/C-515.
- vi) Stems, stem-nuts and wedges shall act independently. Stems shall be sealed by at least two O-ring seals, one located both above and below the thrust collar, and shall be replaceable with the valve full open and while subjected to full rated pressure. Stems shall be provided with low-friction torque-reducing thrust bearings located both above and below the stem collar. Thrust washers may be used to separate the thrust collar from iron surfaces.
- vii) Valve bodies and gates shall be cast iron or ductile iron manufactured in accordance with ASTM A126 or ASTM A536 respectively, and AWWA C-509 or AWWA C-515 as applicable.
- viii) All internal and external exposed ferrous surfaces of the valve body and gate shall have an epoxy coating applied to a minimum of eight mils, in accordance with AWWA C-550.
- ix) The wedge shall be bronze manufactured in accordance with ASTM B62. It shall be fully encapsulated with rubber molded in place and bonded in accordance with ASTM D429 A or B as specified in AWWA C-509/C-515. Mechanically attached seats will not be accepted.
- x) Hollow gates shall be provided with a drain in the bottom to flush the internal cavity of foreign material and stagnant water each time the valve is operated.
- xi) Gate valves provided under this specification shall be suitable for installation on ductile iron or cast iron pipe, and C-900 PVC.
- xii) Gate Valves shall have an EPDM Resilient seat.
- xiii) All bonnet bolts, gland bolts, nuts and other trim hardware exposed to the outside environment shall be stainless steel. Thrust collar tie-rod bolts shall be stainless steel.

c) *Tapping Valves*

(Note: Tapping Valve materials specifications shall be equivalent to those listed herein for Gate Valves, except as alternately specified below.)

- i) Tapping valves shall be resilient seat gate valves with one end mechanical joint, and one end flanged.
- ii) Tapping valve interior waterway shall be a full-opening and capable of passing a full-sized shell cutter through the valve.
- iii) Tapping valve shall be provided with a tapping-flange and flanged joint accessories.
- iv) Tapping-flange shall have a raised face or lip designed to engage a corresponding recess in a tapping sleeve as defined in MSS SP-60.
- v) Tapping-flanges shall conform to dimensions and drillings of ANSI B16.1, Class 125, ANSI/AWWA C110/A21.10.
- vi) All tapping valves shall be interchangeable with multiple makes of tapping sleeves.

*d) 2-inch Gate Valves*

(Note: 2-inch Gate Valve materials specifications shall be equivalent to those listed herein for Gate Valves, except as alternately specified below.)

- i) 2" Gate Valves shall be resilient seat, have push-on or threaded ends, and be manufactured in accordance with AWWA C-509.
- ii) Valve Ends:
  - (1) Valve ends for push-on joint valves shall conform to AWWA C-111 and shall be suitable for use with iron pipe size plastic pipe as well as iron pipe.
  - (2) Valve ends for threaded joint valves shall have female iron pipe connections compatible with N.P.T. threads as specified in AWWA C-800.

*e) Plug Valves (16" and larger)*

- i) Valves shall be of the non-lubricated eccentric type and shall be furnished with end connections as shown on the plans. Flanges shall be per the ANSI B16.1 125 lb. standard. End-to-end length of flanged valves shall be per AWWA C517, Table 1. Mechanical joint ends shall be to the AWWA Standard C111-64. Mechanical joint gaskets shall be made of Ethylene Propylene Diene Monomer (EPDM) rubber. External nuts and bolts shall be 304 stainless steel (SS).
- ii) Body shall be of ASTM 536, Grade 65-45-12, ductile iron (DI). Port area shall be 100% of standard pipe area. Valve port area shall meet or exceed standard pipe area per ASME/ANSI B36.10M. The body shall have minimal pooling designed specifically with a flushing side port to provide complete flushing of the valve every time it cycles. Port of valve shall be rectangular and of one design throughout the entire size range.
- iii) Seats shall be rectangular ported, 1/8" thick welded overlay of not less than 95% pure nickel. Seat area shall be at least 1/2" wide and raised. The raised surface shall be completely covered with nickel to ensure that the plug face contacts only the nickel seat.
- iv) Plug shall be one-piece castings of ASTM 536, Grade 65-45-12; ductile iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the shaft. Plug shall not contact the seat until at least 90% closed. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plugs shall be faced with EPDM rubber. Spherical shaped plugs are not acceptable.
- v) Bearings shall be sleeve type and made of sintered, oil impregnated permanently lubricated type 316 SS ASTM A743, Grade CF8M, Welded-In nickel seat. Non-metallic bearings shall not be acceptable.
- vi) Packing shall be Polytetrafluoroethylene (PTFE) braided and multiple V-Ring with external adjustment, -20 to 450 Degree F. Packing gland shall permit inspection, adjustment or complete replacement of packing without disturbing any part of the valve or actuator assembly, except the gland follower. Non-adjustable packing or packing requiring actuator removal to replace the packing is not acceptable.
- vii) Grit Excluders in the form of PTFE washers at the upper and lower journals shall be provided to prevent the entry of grit and foreign solids into the bearing areas.
- viii) Shaft Seals shall be multiple V-ring type with a packing gland follower. Shaft seals shall be externally adjustable and repackable under pressure without removing the actuator or bonnet from the valve. All Flanged and MJ plug valves shall have an air gap between shaft packing and bottom of actuator for visual inspection, adjustment or

Contract 24-C-00026 Water Service Line Inventory

complete replacement of packing without disturbing any portion of the valve or actuator except the packing gland follower. This valve shaft packing design must have been used successfully within the county for the past 10 years. Valves utilizing O-ring seals or non-adjustable packing shall not be acceptable.

- ix) Pressure ratings shall be 150 psi to face of plug, tested per AWWA C504. Every valve shall be given a hydrostatic shell test and seat test, with test results being certified and to be provided upon request.
  - x) Worm Gears shall be constructed in accordance AWWA C517 and shall be IP68 rated continuous duty to 50 ft. Test certificates, signed by chief engineer of gear operator manufacturer, must be supplied showing full compliance to AWWA C517.
- (1) Actuator type shall be G Series for 16" and MG series for 18" or larger, buriable worm gear with 2 inch square nut operator.
  - (2) Worm gear operators shall be enclosed in a ductile iron housing with outboard seals to protect the bearings and other internal components. The actuator shaft and the quadrant shall be supported on permanently deep-groove ball bearings. Input shaft and fasteners shall be made of stainless steel. Gears shall be efficiency optimized 3 stage gear reduction type. Worm gear operators shall be sized at full bidirectional at 150 psi.
  - (3) Externally adjustable open and closed position stops shall be provided. The adjustable closed position stop shall be used to set closing torque and provide adjustment to compensate for change in pressure differential or flow direction. Gears shall incorporate the use of a Rotorlok Device for backwinding protection to prevent undesired reverse rotation of the gear train at the extents (i.e. fully closed position) of travel when holding a residual applied torque.
  - (4) Gears shall have a two-year warranty from date of shipment and shall have a metal tag containing a serial number, ratio; number of turns shall be riveted to the gear for future identification. Gears shall be Rotork Model IW-RL-MD-RAW.
  - (5) Manual operators shall be provided with completely enclosed mounting brackets or adapters. The operators shall be equipped with adjustable stops to prevent over-travel in both the open and closed position with standard 2-inch square operating nuts with skirts as listed elsewhere herein, or with handwheel if for above ground service.
  - (6) All plug valves shall open by turning the operating nut or handwheel clockwise (open-right). Orient operators with horizontal plug shafts such that the plug rotates upward upon opening.
  - (7) Buried valves shall incorporate the use of an Aunspach Model D86 overtorq protector.
  - (8) All operator components between the operating nut and the adjustable stops shall be designed to withstand, without damage, an input torque of 300 pound-foot (lbf. ft). The operator shall also be able to apply output torque required to operate the valve under adverse conditions without exceeding input torque as allowed under AWWA Standard C517.
  - (9) Coating shall be 4-mils minimum Blue Epoxy Themec 141 (NSF Std. 61) on non-stainless steel interior/exterior surfaces. Interior/exterior standard surface prep (SP10) shall meet AWWA C550 standard.
  - (10) Valves shall be NSF/ANSI 372 certified lead-free and NSF/ANSI 61 certified for drinking water.
- f) *Insertion Valve (4" to 12")*
- i) be installed in live cast iron, ductile iron, C-900 PVC, and asbestos cement pipelines without requiring the shutdown of water flow through the pipe. The design should allow the insertion valve to be installed into an existing pressurized pipeline while maintain constant pressure and service. Insertion valves provided shall be true resilient seat gate valves that will remain in the water distribution piping system after insertion. Insertion valves

must safely operate in balanced and unbalanced pressure situations- pressure equalization on the downstream (or upstream) side of the closed valve shall not be necessary to open the valve

- ii) be capable of pressure-tight assembly to the exterior of the pipe in which flow is to be stopped at a working pressure not to exceed 250 psi
- iii) have a valve body that provides full mechanical protection of the pipe, and that is permanently restrained to the pipe
- iv) have a ductile iron wedge, encapsulated with EPDM rubber
- v) have a triple O-ring seal stuffing box (2 upper and 1 lower O-rings)
- vi) have stainless steel fasteners and valve stem (min. 304SS)
- vii) operate at 250 psi maximum working pressure
- viii) have all gaskets and O-rings that are to remain with the valve upon completion made of EPDM rubber
- ix) have a 3/4" NPT test plug on the outlet throat of the sleeve for pressure testing the sealed sleeve at 150 psi prior to cutting the pipe
- x) extract the coupon from the cut pipeline.

have a ductile iron body, bonnet and wedge that provide strength and pressure ratings that meet or exceed the requirements of AWWA C-515 or C-509 Standards.

open right (clockwise).

be capable of working on Cast/Grey Iron or Ductile Iron Class A B C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body.

be suitable for working pressures up to 250 psi. The pressure rating designation must be cast into the body of the insertion valve.

have stuffing box, operating stem, and resilient wedge that are removable, repairable, and/or replaceable under pressure.

have valve body that provides full mechanical protection of the pipe, and that is permanently restrained to the pipe.

have a body of two-piece ductile iron casting manufactured to specifications of ASTM A536, latest revision, min. Grade 65-45-12, with 8-mil (min.) epoxy coating inside and out that meets or exceeds ANSI\AWWA C-550 Standards, and is certified to ANSI\NSF 61.

have a ductile iron wedge, fully encapsulated with EPDM rubber by high pressure and high temperature compression or injection mold process. There shall be no exposed iron. EPDM rubber shall be ANSI\AWWA NSF-61 certified.

have a wedge that seats on the valve body and not on the pipe. The wedge shall be totally independent of the carrier pipe – it shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal.

have a wedge that rides inside the body channels to maintain wedge alignment throughout its travel control, regardless of high- or low-flow pressure or velocity.

the wedge shall be symmetrical and seal equally well with flow in either direction.

have gate valve stem and wedge nut made of copper alloy in accordance with Section 4.4.5.1 of AWWA Standard C-515.

have a 2" standard (square), NRS (non-rising stem) operating nut in accordance with ASTM A126, Class B.

have a NRS stem with integral thrust collar in accordance with Section 4.4.5.3 of AWWA Standard C-515. Two piece stem collars are not acceptable.

open and close through AWWA standard turns per inch.

have a triple O-ring stem seal with two O-rings located above and one O-ring located below the thrust collar.

have mechanical joint (MJ) ends for connection of the valve to the pipeline.

the stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable,

repairable and/or replaceable under pressure. So that, in the event the valve stem is broken or damaged, the bonnet can be removed under pressure.

All bolting materials shall meet or exceed the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1 (304 SS min.).

The sleeve shall be pressure tested prior to cutting the pipe, either through the use of the temporary knife gate installed on the valve body or through a blind flange installed on the valve body, to 150 psi.

The tapping cutter shall extract the coupon from the cut pipeline.

3. QUALITY CONTROL AND TESTING

a) *Valve Boxes*

- i) All valve boxes shall be manufactured of Class 35 grey iron

b) *Gate and Tapping Valves*

- i) The Gate Valve's resilient seat shall be bubble-tight against a 200-psi water working pressure and maintain zero leakage at all times.
- ii) The wedge shall be bronze manufactured in accordance with ASTM B62. It shall be fully encapsulated with rubber molded in place and bonded in accordance with ASTM D429. The wedge rubber coating shall be ethylene propylene diene (EPDM) rubber. Rubber mechanically attached with screws rivets and similar fasteners shall not be acceptable.

c) *2-inch Gate Valves*

- i) Valves shall meet or exceed all testing requirements set forth in AWWA C-509

d) *Plug Valve (16" and LARGER)*

- i) Supplier shall have been manufacturing eccentric plug valves for a period of at least ten (10) years. At the engineer's request, supplier shall provide a list of installations involving equipment of similar size and application.
- ii) Each valve and actuator shall be assembled, adjusted and tested as a unit by the valve manufacturer. Manufacturer shall provide certified copies of reports describing the procedures and results of the test for each model and the torque rating of the actuator.
- iii) Eccentric plug valves shall have a two-year warranty from date of shipment and at least 18 months from installation date. Manufacturer's name shall be cast into the body of valve and a metal tag containing a serial number shall be riveted to the valve for future parts identification.

e) *Insertion Valve (4" to 12")*

- i) Valves shall meet or exceed test specifications as set forth in AWWA C-515, latest revision, excluding in Section 5.1 Testing: 5.1.13 (leakage test), and 5.1.2.3 (seat test).

ii)

4. MANUFACTURER

a) *Valve Boxes*

- i) Valve box manufacturers shall have a domestic presence. Valve boxes shall be equal to or better than those made by Bingham & Taylor, Union Foundry, Sunshine Foundry, or Pipeline Components, Inc.

*b) Gate Valve*

- i) Standard valves shall be domestically assembled and shall be Clow F-6100, U. S. Pipe Metroseal 250, AVK Series 25, Mueller Co. (2360 for 2"-12", 2361 for 14"-24"), American Flow Control Series 500 or Series 2500, Kennedy KenSeal 4571, or approved equal.
- ii) Valves shall be domestically assembled and shall be equal to or better than Clow F-6136 OS&Y, U.S. Pipe Metroseal 250, or American Flow Control Series 2500-1.

*c) Tapping Valves*

- i) Tapping valves shall be domestically assembled and shall be equal to or better than Clow F-6114, U. S. Pipe Metroseal 250, Mueller Co. (2360 for 2"-12", 2361 for 14"-24"), American Flow Control Series 500 or Series 2500, Kennedy KenSeal 7571, American AVK Series 25, or approved equal.

*d) 2-inch Gate Valves*

- i) All valves shall be domestically assembled and shall be equal to or better than the following:
  - (1) Push-on end valves - Clow 6110 (for PVC)/6100 (for MJ); Waterous Series 500 - P.O.; AVK Series 45
  - (2) Threaded end valves - Clow 6103; Waterous Series 500; American Flow Control Series 2500; AVK Series 03

*e) Plug Valve (16" and LARGER)*

- i) Valves shall be domestically assembled, DeZURIK 100 % Port Eccentric Plug Valve-PEF: Pratt Ball Centric Plug valves.

*f) Insertion Valve*

- i) Insertion valves shall be domestically manufactured. Insertion valves shall be Team Industrial Services "Team InsertValve", or approved equal.

**W-40 BRASS FITTINGS**

1. GENERAL

All brass fittings for service lines shall be included under this specification.

2. PRODUCT

- a) All fittings shall be manufactured of brass, cast and machined in accordance with AWWA Standard C-800, latest revision.
- b) All fittings shall perform in accordance with AWWA C-800, latest revision.

- c) All brass fittings shall be made of a “No-Lead Brass” (Annex-G), as defined by the latest version of NSF/ANSI 61. All such items shall be third party certified as meeting these requirements.
- d) All fittings shall be certified as suitable for contact with drinking water in accordance with ANSI/NSF Standard 61, Drinking Water Components – Health Effects, Section 8. Certification shall be by an accredited certification organization or by a laboratory able to demonstrate that the NSF 61 lead testing protocol was followed.
- e) All brass fittings shall comply with Florida Administrative Code (F.A.C.) 62-555 (latest revision), the Safe Water Drinking Act, as amended, and the U.S Environmental Protection Agency (E.P.A.).
- f) All brass fittings shall be integrally stamped or cast with the manufacturer's name and a marking or trademark identifying that the fitting contains a “no lead” brass alloy (as defined herein), e.g., ‘NL’, ‘EB2’, or ‘FED’, etc.
- g) Curb Stops & Meter Valves
  - i) All curb stops shall be full-port and have a flow passage area equivalent to the fitting outlet flow area.
  - ii) Curb stops shall be of the ball valve design with a full-port opening ball no less than 3/4-inch. 3/4-inch curb stops shall be provided without padlock wings.
  - iii) 1-in. and larger curb stops shall be provided with padlock wings cast on stop body and operating tee cap to provide for locking the stop in closed position.
  - iv) Curb stops for use with copper or plastic service shall have an inlet connection with a pack-joint compression nut (w/ set screw) and an outlet connection with female iron pipe thread (FIP), or shall have an Inside Iron Pipe Thread (FIP) inlet connection and an Inside Iron Pipe Thread outlet connection.
  - v) Meter valves shall be of the ball valve design with a full-port opening ball no less than 3/4-inch. Meter valves shall be provided with padlock wings cast on stop body and operating tee cap to provide for locking the stop in closed position. Meter valves for use with copper or plastic service shall have an inlet connection with a compression joint and a swivel nut outlet connection, or shall have an Inside Iron Pipe Thread (FIP) inlet connection and an Inside Iron Pipe Thread outlet connection.
- h) Corporation Stops
  - i) Corporation stops shall be of the ball valve design. Corporation stop inlet connection shall be the AWWA Taper thread. The outlet connection shall be CTS pack-joint (w/ set screw) for copper or plastic tubing.
- i) Brass Fittings
  - i) Branch connections shall be brass construction with copper compression joint inlet and male iron pipe size outlets.
  - ii) Meter re-setters shall be designed for use with standard 5/8”x3/4" and 1” water meters. Re-setters shall be constructed from brass fittings conforming to the specifications herein, with copper riser pipes. An angle ball valve shall be provided on the inlet riser, saddle nuts and gaskets on inlet and outlet. Pipe connections shall be (nominal) male iron pipe size meter thread on both inlet and outlet.
  - iii) Threaded fittings

- (1) Threaded brass fittings ("Fittings") provided shall be manufactured in accordance with ANSI B16.15, 125 lb.
- (2) Fittings shall be of material conforming to ASTM B62 or B584.
- (3) Threads on all fittings shall be N.P.T. in conformance with ANSI B1.20.3, right hand and shall be smooth, clean and true to form.
- (4) Fittings shall be legibly cast or dye stamped such that the manufacturer's name, initial or other mark can be easily identified.

### 3. QUALITY CONTROL AND TESTING

- a) Manufacturer shall provide a copy of a letter from NSF International (on NSF letterhead) documenting compliance with NSF/ANSI 61 Annex F.
- b) Certification of the standards must be available and provided, if requested by the City. If requested, an Affidavit of Compliance to these standards and specifications shall be signed and submitted by an officer of the manufacturing firm.

When submitting for approval of brass fittings not listed, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If any of this documentation is omitted, the brass fittings may be rejected at the sole option of the City.

### 4. MANUFACTURER

- a) Brass fittings and threaded brass fittings shall be domestically manufactured by Mueller Company, Ford Meter Box Company, A.Y. McDonald Mfg. Company, or approved equal.
- b) Curb stops with compression nut inlet connection and female iron pipe thread (FIP) outlet connection:
  - i) FMBC: B41-333-378-NL (for  $\frac{3}{4}$ -in), B41-xxx-W-NL (for  $\geq 1$ -in)
  - ii) A.Y. McDonald: 76102-22 (for  $\frac{3}{4}$ -inch), and 76102-22-W (for  $\geq 1$ -inch)
  - iii) Mueller: P-2517(2 or 0)N (as applicable) or approved equal.
- c) Curb stops with Inside Iron Pipe Thread (FIP) inlet connections and an Inside Iron Pipe Thread outlet connections shall be:
  - i) FMBC: B11-333-NL (for  $\frac{3}{4}$ -in), and B11-xxx-W-NL (for  $\geq 1$ -in)
  - ii) A.Y. McDonald: 76101 (for  $\frac{3}{4}$ -in), and 76101-W (for  $\geq 1$ -in)
  - iii) Mueller: B-20283N (for  $\frac{3}{4}$ -in), B-20200N (for  $\geq 1$ -in), or approved equal.
- d) Meter valves:
  - i) Angle meter valve: FBMC BA43W, Mueller P-24258N, A.Y. McDonald 4602B-22, or approved equal.
  - ii) Straight meter valve (compression x swivel): FBMC B43W, Mueller P-24351N, A.Y. McDonald 6101MW-22, or approved equal.



- iii) Straight meter valve (FIP x swivel nut): FBMC B13W, Mueller P-24350N, A.Y. McDonald 6100MW-22, or approved equal
- e) Corporation stops for sizes 3/4" – 2" shall be:
  - i) FMBC FB-1000, A.Y. McDonald 4701B-22, Mueller P-25008N, or approved equal.
- f) Branch connections shall be:
  - i) FMBC U48, Mueller P-15363N, A.Y. McDonald 08U2M, or approved equal.
- g) Meter re-setters shall be:
  - i) FMBC VB40 Series, Mueller B-24118R, A.Y. McDonald Series 18, or approved equal.

## **W-42 OFFSETS**

### **1. GENERAL**

All ductile iron mechanical joint offsets shall be of ductile iron and manufactured in accordance with and ANSI/AWWA Standards C-110/A21.10 (or C-153/A21.53) and C-111/A21.11, latest revisions.

### **2. PRODUCT**

- a.) Ductile iron mechanical joint offsets shall have a minimum pressure rating of 350 psi.
- b.) Joints shall be mechanical joints in accordance with C-111/A21.11, latest revision. All joint accessories shall be furnished with the fittings. Mechanical joint bolts and nuts shall be domestically manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "ACIPalloy". The follower gland shall be manufactured from ductile iron. The gasket shall be made of EPDM rubber.
- c.) Mechanical Joint fittings furnished shall have either of the exterior coating and interior lining systems described below:
  - (1) Cement Mortar Lining: Fittings furnished shall have a standard thickness cement mortar lining and be seal coated in accordance with ANSI/AWWA C-104/A21.4, latest revision. Fittings shall be listed NSF or by an approved certifying agency as conforming to all requirements of ANSI/NSF 61 and shall have an exterior coating which conforms to ANSI/AWWA C-110/A21.53.

- (2) Fusion-bonded epoxy: Fittings shall be coated inside and out with a minimum 8 mils of fusion-bonded epoxy, and be in conformance with the requirements of ANSI/AWWA C-116/A21.16 and AWWA C-550, latest revisions. Fittings shall be listed by an approved certifying agency as conforming to all requirements of ANSI/NSF 61.

### **3. QUALITY CONTROL AND TESTING**

- a) Ductile iron mechanical joint offsets shall meet or exceed pressure, hydrostatic and all other tests set forth in ANSI/AWWA C-110/A21.10 (or C-153/A21.53), latest revision.
- b) Submit in duplicate notarized certificates of conformance that all tests and inspections performed on ductile iron mechanical joint offsets as required by the ANSI/AWWA standards C-110/A21.10 (or C153/A21.53) have been satisfied.
- c) When submitting for approval of ductile iron mechanical joint offsets not listed in Section 4, include manufacturer drawings and brochures that clearly indicate size, dimensions, weights, performance standards, etc. If this documentation is omitted, the ductile iron mechanical joint offsets may be rejected at the sole option of the City.

### **4. MANUFACTURER**

Ductile iron mechanical joint offsets shall be manufactured by U.S. Pipe and Foundry Co., American Ductile Iron Pipe, Sigma, Tyler-Union, Union Foundry, or approved equal.

### **W-131 LOCATING (TRACER) WIRE & BOXES**

#### **1. GENERAL**

All tracer wire installed shall be insulated, blue coated, solid UF (Underground Feeder per National Electric Code Article 339) copper tracer wires for water main location purposes by means of an electronic line tracer.

Curb stop boxes (“boxes”) shall be provided to house the ends of tracer wires installed along a pipe and shall be installed directly over the pipe the wire is tracing. Tracer wire ends shall terminate in the curb stop box such that they can be accessed and charged to facilitate locating the buried pipe. Boxes installed in roadways shall be suitable for installation in areas subject to heavy vehicle traffic loading (be H-20 rated) and shall have cast iron rims. Boxes installed out of roadway or sidewalk shall be installed within reinforced concrete pads poured around valve boxes per the Standard Details, or in a separate 12”x12” (min.) x 6” reinforced concrete pad.

#### **2. PRODUCT**

- a) Tracer wire for direct bury installations shall be approved insulated copper clad steel (CCS) wire. Wire insulation shall be minimum 30 mil high-density, high molecular weight polyethylene (HDPE) colored to meet the APWA color code standard for identification of buried utilities. Conductor must be at 21% minimum conductivity for locate purposes, and be able to withstand a minimum 450 lb. break load.
- b) Sizes (gauges) for direct bury pipe tracer wire shall be as follows:
  - i) 16-in. and larger ductile iron pipe: 10 AWG
  - ii) PVC pipe: 12 AWG
  - iii) Long-side meter service line (direct bury and directional drilled): 12 AWG
  - iv) Tracer wire for directional drilled or bored-in pipe shall be approved insulated **10 AWG** copper clad steel wire insulated with 45 mil, high-density, high molecular weight polyethylene (HDPE), and rated for direct burial use at 30 volts minimum. Conductor must be at 21% minimum conductivity for locate purposes, and be able to withstand a minimum 1150 lb. break load.
  - v) Tracer wire for Pipe Bursting shall be approved insulated copper clad steel wire, insulated with a 50 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts minimum. Conductor must be at 21% minimum conductivity for locate purposes, and be able to withstand a minimum 4700 lb. break load.
  - vi) Wire splices shall be with wire connectors suitable for buried service (i.e., be corrosion and moisture- proof).
  - vii) Stop boxes shall include locking lids lettered with "WATER" and shall be blue in color. All stop boxes shall be manufactured of high impact ABS plastic; cast iron roadway rims shall exceed ASTM A-48 Class 30. All stop boxes shall consist of a telescoping top and bottom section, with flared or square bottom to prevent settling or pull out of the box.

### 3. MANUFACTURER

Manufacturer shall be as indicated below or approved equal.

- a) Tracer wire shall be:

- i) for direct bury pipe: Copperhead High Strength Tracer Wire, or Pro-Trace High-Flex Copper-clad Steel (HF-CCS) PE45
  - ii) for directional drilled pipe: Copperhead SoloShot™ extra-high-strength copper-clad steel (EHS- CCS)
  - iii) for pipe bursting: Copperhead Industries SoloShot™ Xtreme, 7x7 stranded Copper Clad Steel
- b) Wire splices for tracer wire shall be: DBR Kit (by 3M), Snakebite (by Copperhead Industries)
  - c) Tracer wire boxes shall be: Bingham & Taylor Cathodic Protection Test Boxes (model P200NFG for non-roadway applications, P4HHD for roadway applications)

**W-140 ASPHALTIC CONCRETE**

1. GENERAL

Follow the latest FDOT standards Road and Bridge Construction for all asphaltic concrete including but not limited to pay items 9205 & 9207.

2. QUALITY CONTROL AND TESTING

The Contractor will be responsible for providing copies of all necessary plant production tests. The Contractor will be responsible for retesting of any failed sections. The contractor is responsible for all materials testing in section W-171.

**W-141 BASE MATERIAL**

1. GENERAL

Follow the latest FDOT standards Road and Bridge Construction for all base material.

2. QUALITY CONTROL AND TESTING

The Contractor will be responsible for retesting of any failed sections. The contractor is responsible for all materials testing in section W-171.

**W-150 CONCRETE**

1. GENERAL

Follow the latest FDOT standards Road and Bridge Construction referencing section 346 for sidewalk, curb and gutter, driveways, and any other associated flat work.

2. QUALITY CONTROL AND TESTING

The Contractor will be responsible for retesting of any failed sections. The contractor is responsible for all materials testing in section W-171.

**W-160 ROOT PRUNING**

1. 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 Planning and Development Department, and permits, shall be obtained prior to commencing work.

The Contractor shall provide root pruning services as directed by the Engineer.

2. 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 Planning and Development Department staff, and no excavation shall occur inside the circumference of the root-pruned area.

**W-170 RESTORATION**

1. GENERAL

- a) 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.
- b) 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.
- c) All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, or as directed by the Engineer. Asphaltic concrete pavements and concrete pavement shall be saw cut parallel perpendicular straight line or as directed by

the Engineer. The edges shall be trimmed to which a roller may 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.

2. TEMPORARY RESTORATION

- a) 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 and pedestrians until the permanent pavement is laid, or until final acceptance of the work.
- b) Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted base material, as specified, conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer.
- c) Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary restoration of pavement.
- d) Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill.
- e) The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.
- f) Crushed concrete or similar material placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material shall be classified as nonpermanent pavement, will not be measured for separate payment.
- g) Temporary sand and asphalt wearing courses placed on 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.
- h) Materials for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.

3. REPLACEMENT OF CURB, CURB & GUTTER, SIDEWALK & DRIVEWAYS

- a) 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.

- b) 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.
- c) 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.

4. REPLACEMENT OF TRAFFIC MARKINGS & SIGNALIZATION LOOPS

- a) 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.
- b) The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.
- c) It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.
- d) 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.
- e) 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, or as part of the Lump Sum price and no separate payment shall be made therefor.

W-171 CITY MATERIALS TESTING FREQUENCY

1. GENERAL

- a) Contractor is responsible for all testing.

2. TABLE

- a) Shows frequency by materials

Item	Test	Test Frequency	
Embankment	Optimum Moisture/Maximum Dry Density of soil (proctor) as determined by AASHTO T180.	Per Soil Type	
	Density Test within Right-of-Way (R.O.W.).	98% of Maximum Dry Density as determined by AASHTO T180	One per 200' horizontally, in one-foot lifts (1)
	. Density Test Outside of R.O.W	95% of Maximum Dry Density as determined by AASHTO T180.	One per 200' horizontally, in one-foot lifts (1)
	Gradation (Sieve Analysis) AASHTO T 27, T 11, ND T 89, ND T90.	Per Soil Type	
Utility Trench Backfill – over pipelines and around structures from R.O.W. line to R.O.W. line	Optimum Moisture/Maximum Dry Density of soil by AASHTO T180.	Per Soil Type	
	98% of Maximum Dry Density (proctor). Soil mix by AASHTO T180.	(1)(2)	
Utility Trench Backfill – over pipelines and around structures outside R.O.W. line	Optimum Moisture/Maximum Dry Density (proctor). Soil Mix by AASHTO T180.	Per Material Type	
	95% of Maximum Dry Density as determined by AASHTO T180.	(1)(2)	
Stabilized Subgrade	Limerock Bearing Ratio (LBR) as per FM 5-515.	Per Soil Type	
	Minimum 40 LBR.	Per Material Type (3)	
	Minimum 20 LBR (For Soil Cement Only).	Per Material Type	
	Subgrade to be used under soil cement shall have a minimum 20 LBR.	Per Material Type	
	Moisture/Maximum Dry Density of soil (proctor). Proctor as per FM 5-515.	Per Material Type	
	98% of Maximum Dry Density as determined by FM 5-515. No tolerance. Soil Cement - 97% of Maximum Dry Density as determined by AASHTO-T134. No tolerance	(3)(4)	
Base (Other than soil cement or crushed concrete)	Limerock Bearing Ratio (FM 5-515). Minimum LBR 100.	Per Material Type/Per Source	
	98% of Maximum Dry Density as determined by FM 5-515. No tolerance.	(3)(4)	



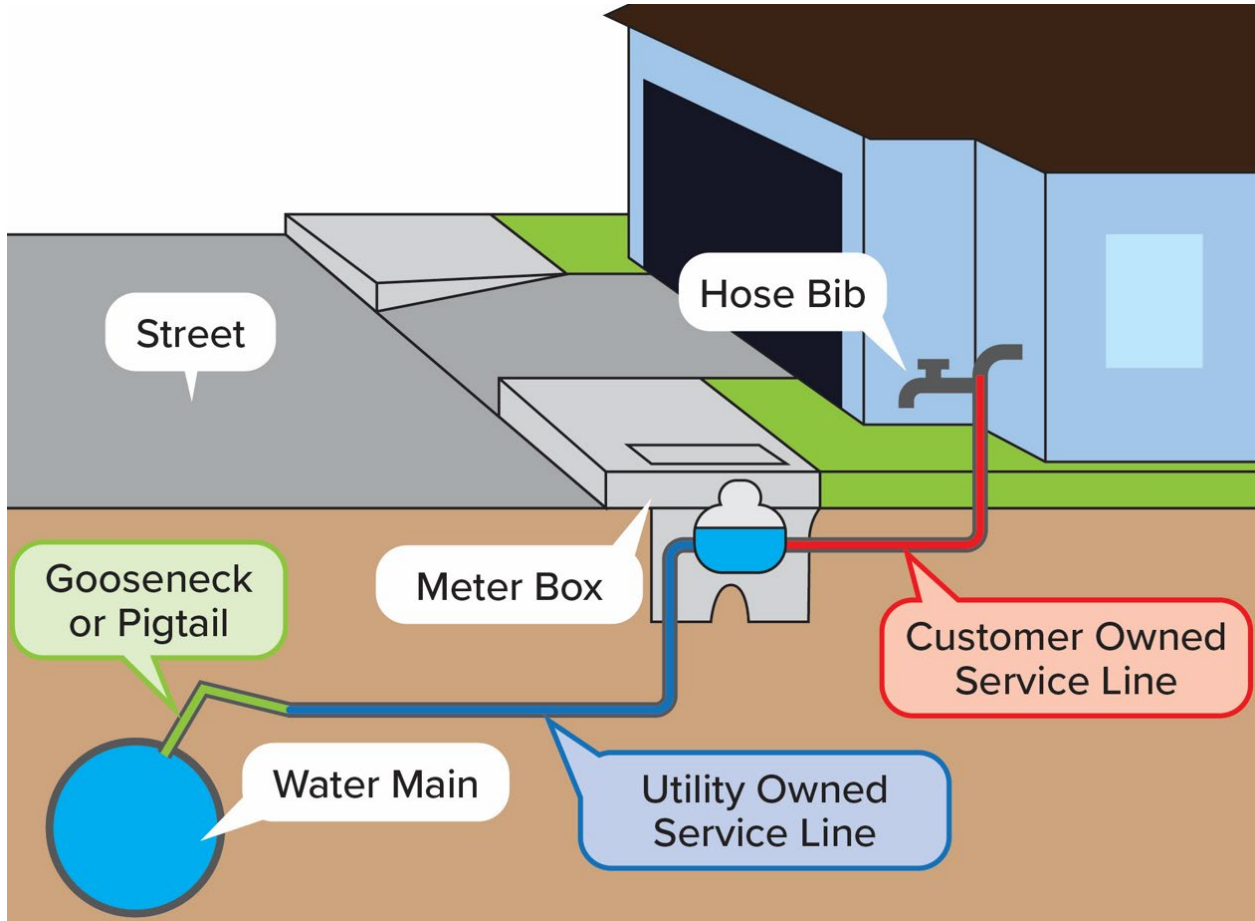
Item	Test	Test Frequency
Superpave Asphalt	Mix Design	One per FDOT Approved type
	Temperature	(6)
	Maximum Specific Gravity (FM 1-T209)	One per day.
	Extraction/Gradation (FM5-563/FM 1-T030)	
	Thickness. No core shall be less than the specified thickness.	Three cores per production day.
	Straightedge (FM 5-509)	(7)
	Bulk Specific Gravity (MF 1-T166) 90% of Lab Density for Local Roadways (Remove and Replace if not met); and 92% of Lab Density for Collectors and Arterials (Remove and Replace if not met).	(3) see Nuclear Density Testing
Soil Cement Base	Mix Design	Per Material Type
	Moisture/Maximum Dry Density of soil (proctor) AASHTO T134	Per Material Type
	97% of Maximum Dry Density as determined by AASHTO T134. No tolerance.	(3)(4)
	Compressive Strength of Specimens	One set of three per material type daily
	Cores Thickness Test	(3)
Crushed Concrete Base	Gradation	Per Type of Material/Source (5)
	Abrasion per FM 1-T096	Per Type of Material/Source
	Limerock Bearing Ratio (LBR) as per FM 5-515. Minimum LBR 150.	Per Type of Material/Source
	98% of Maximum Dry Density as determined by FM 5-515. No tolerance.	(4)
Concrete	Temperature (ASTM C1064)	One per set of cylinders
	Slump (ASTM C143)	One per set of cylinders
	Air Content (ASTM C231 or C173 as applicable)	One per set of cylinders
	Compressive Strength Cylinders (ASTM C31 and C39)	One set of four (6x12) inch or one set of five (4x8) inch cylinders for 100 cubic yards or fraction thereof, per class of concrete.

		<p>Tested as follows:          1 at 7 days, 2 at 28 days, and 1 as reserve tested 56 days is necessary. Three cylinders shall be tested at 28 days if 4x8 inch cylinders are used.</p>
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- 1) *Recommend testing methods: FM I-T238, FM- T204, ASTM D6938, and ASTM D2937.*
- 2) *Tests shall be located no more than 200 feet apart. Tests shall be performed on each lift, except that tests shall not be further apart than one foot vertically. Field Densities shall be taken over all road crossings. Field Densities for Sanitary Lines shall be staggered to include results over service laterals. There shall be a minimum of one test series for each one foot of lift over pipeline between manholes. Tests around structures shall be spiraled in one-foot lifts. For all type pipe, fill to be compacted beneath the haunches using suitable tampers. For pipe less than 24 inches in diameter, backfill in appropriate lifts and test from the top of the pipe and every one foot vertically thereafter. For pipe 24 inches to 72 inches in diameter, backfill in appropriate lifts and test from the springline and every one-foot vertically thereafter. For pipe larger than 72 inches, tests shall begin one foot above the base of the trench.*
- 3) *Tests for base material shall be located no more than 200 feet apart. Tests for asphalt pavement shall be located no more than 500 feet apart. There shall be no less than one test per street. No core shall be less than specified minimum thickness. Nuclear Density Tests may be acceptable if approved by the City Engineer/Engineer of Record.*
- 4) *Testing for the subgrade and base compaction shall be located no more 200 feet apart and shall be staggered to the left, right, and on the centerline of the roadway. The City Engineer may reserve the right to sample and test any material utilized in the construction of the roadway. Testing shall be in accordance with the Testing Schedule and applicable City of Tampa Standard Specifications and latest FDOT Standard Specifications for Road and Bridge Construction. Inspection of the subgrade and base shall be conducted by the City Inspector, and shall be approved by the City Engineer/Engineer of Record prior to the base and asphalt construction respectively. Note: The City reserves the right to sample and test any material during construction.*
- 5) *Materials requirements as per latest FDOT Standard Specifications for Road and Bridge Construction*
- 6) *Continuous for the five first loads if the temperature is within the master range take a temperature measurement every five (5) loads thereafter or as directed by the Engineer.*
- 7) *For City local roads the straightedge test will be required only if requested by the City Engineer/Engineer of Record.*

# Appendix A

## Service Line Ownership Description

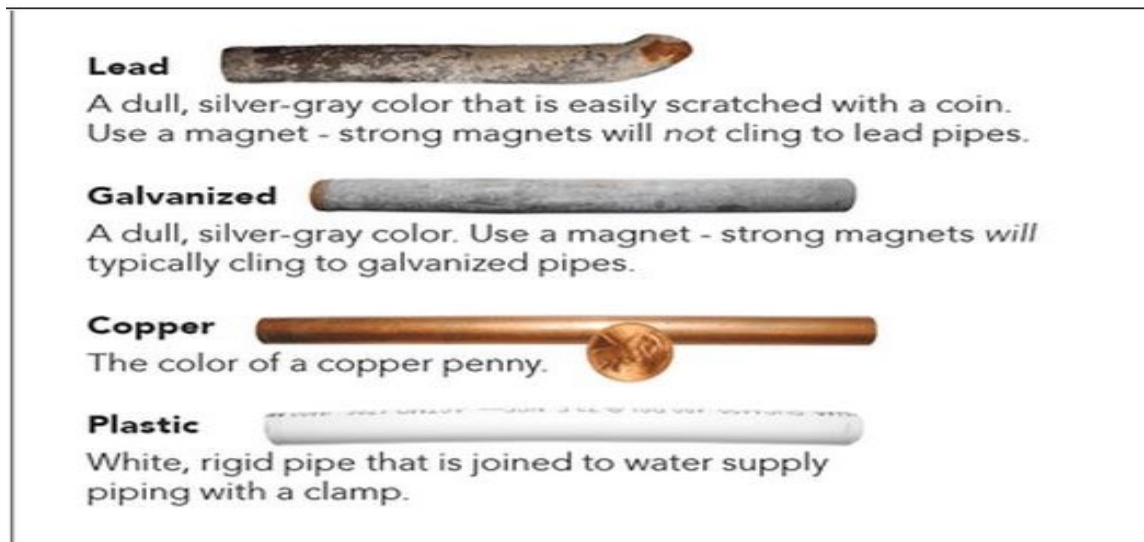


## Appendix B

### Service Line Material Determination Methodology

For the System-Owned and Customer-Owned domestic, irrigation, and fireline service lines the following methodology shall be used:

Once the System-Owned and Customer-Owned service lines are exposed, brush off any dirt and debris. If necessary, the lines shall be rinsed off with water. Both the System-Owned and Customer-Owned service lines shall be visually inspected and lightly tapped to determine if the material is plastic or metal. If the material is metal, a magnet shall be used on the water service line. If the magnet sticks, the line shall be lightly scraped to expose the underlying metal. If the scratched area is dull and silver-gray color, it is determined to be galvanized steel. If the magnet does not stick, the line shall be lightly scraped to expose the underlying metal. If the scratched area is shiny and silver, the material is determined to be lead. If the scratched area is copper colored (like a penny), the domestic water service line shall be determined to be copper. Additional confirmatory testing could be done with lead paint test kits which would indicate the presence of lead in the pipe material.



Digital pictures of the exposed System-Owned and Customer-Owned service lines and of the water meter showing its serial number should be taken and provided. Each picture shall be named as the meter serial number, service address, customer/system (e.g. 123456, 711 Henderson Ave, system).



# Service Line Inventory Template

Date last updated: July 27, 2022

## What is the purpose of this template?

The purpose of this draft template is to help water systems and states comply with the service line inventory requirements of the January 15, 2021 Lead and Copper Rule Revisions (LCRR). This template supplements the draft EPA document, **Guidance for Developing and Maintaining a Service Line Inventory** (2022) by providing fillable forms and tables that water systems can use to document their methods, organize their inventory, submit the initial inventory and inventory updates to the state, and document how they are making the inventory publicly available. This template also provides a checklist for state review. Note that EPA does **NOT** require systems use this template for their inventory. Refer to EPA's 2022 Inventory Guidance for minimum LCRR inventory requirements, recommendations, and disclaimers.

## How is the template organized?

The **worksheets** in this template are color coded:

- Yellow sheets are instructions and background.
- Dark blue sheets are templates for systems.
- The dark green sheet is a template for states.

The **cells** in this template are also color coded:

- Gray cells are background or instructions.
- Light blue cells are fillable cells for systems.
- Aqua cells are the required fields in the **Detailed Inventory** worksheet.
- Light green cells are fillable cells for states.

See the table below for a description of each worksheet.

Template Organization		
Worksheet Type	Worksheet Name	Description
<b>Background</b>	<b>Template Instructions_System</b>	Contains detailed instructions for systems.
	<b>Template Instructions_States</b>	Contains detailed instructions for states.
	<b>Classifying SLs</b>	Summarizes requirements for classifying the entire service line when ownership is split ( <i>i.e.</i> , when the system owns a portion and the customer owns a portion).
<b>Templates for Water Systems</b>	<b>PWS Information</b>	For systems to document basic system information.
	<b>Inventory Methods</b>	For systems to document the methods and resources they used to develop and update their inventory.
	<b>Inventory Summary</b>	For systems to provide a summary of their service line inventory, including information on ownership, inventory format, and the number of service lines for each of the four required materials classifications. Systems can enter the totals into this worksheet or automatically generate totals based on information in the <b>Detailed Inventory</b> worksheet.
	<b>Detailed Inventory</b>	Provides a customizable format water systems can use to track materials for each service line in their distribution system. Each row equals one service line connecting the water main to the customer's plumbing. Separate columns track location information, the system-owned portion, the customer-owned portion, other possible sources of lead, information for assigning a tap sample tiering classification, and information for lead service line replacement (LSLR). Systems can customize the worksheet by adding or deleting columns.
	<b>Public Accessibility Doc.</b>	For systems to provide documentation to states on how they met the public accessibility requirements of the LCRR.
<b>Templates for States</b>	<b>State Checklist</b>	Provides a checklist that states can use to determine and document if water systems met all of the January 15, 2021 LCRR requirements for their Initial Inventory including timely submission, required elements, use of information sources, public accessibility, and public notification of service line materials.

# System Template Instructions

**Purpose of this worksheet:** To provide detailed instructions for each worksheet for systems that elect to use this template.

## Getting Started

1. Save a copy of this workbook to your hard drive or network drive. Consider adding your system PWSID or other system identifier to the filename (*e.g.*, Inventory Template\_XX0000000) and indicating in the filename if this is the "initial" inventory or "update1", "update2", etc.
2. Complete the **PWS Information, Inventory Methods, Inventory Summary, and Public Accessibility Documentation** worksheets by following the instructions below.
3. If you decide to use the **Detailed Inventory** worksheet in this workbook to organize information on service line material, follow the instructions below. Alternatively, you can use a different format for your inventory such as a list, custom spreadsheet, database, or map. You will be asked to describe the inventory format on the **Inventory Summary** worksheet.
4. When you have completed all relevant worksheets, submit this file to your state. Note that the state may require you to submit your inventory of each service line in your distribution system.

## PWS Information Worksheet

**Purpose:** *For water systems to document basic system information.*

**Directions:** Include information about your facility, mailing address, contact person, and person who prepared the inventory by completing the light blue cells. For the question regarding your public water system (PWS) type, check the appropriate box (CWS for community water system or NTNCWS for non-transient non-community water system). For the question "If you are a CWS, do multi-family residence comprise at least 20% of the structures you serve", click the light blue cell to use the dropdown menu.

## Inventory Methods Worksheet

**Purpose:** For water systems to document the methods and resources they used to develop and update their inventory.

### Directions:

Enter Date Last Updated in row 5 of the worksheet. You do not need to complete the information for PWS name and PWSID in rows 3 and 4, respectively. They will autofill from the information provided in the **PWS Information** worksheet.

**Part 1: Historical Records Review.** Describe the records you reviewed for your inventory and the level of confidence in these records (low, medium, high) for each of the five types of records that must be reviewed under the LCRR. Document other records that you reviewed in section 6. Refer to the examples provided in Column B and EPA's 2022 Inventory Guidance for assistance.

### Part 2: Identifying Service Line Material During Normal Operation.

- Question 1: Check each box that indicates during which normal operating activity(ies) your water system collects service line material information. If you check "other", explain in the space below the question.
- Question 2: Use the dropdown menu to indicate if you developed or revised your standard operating procedures. If "yes", include a description in the space below the question.

### Part 3: Service Line investigations.

- Question 1: Check each box that indicates the investigative methods used to prepare your inventory. If you check "other", please explain in the space below the question.
  - Questions 2 and 3: Enter your response to each question in the space below each question.
-

## Inventory Summary Worksheet

**Purpose:** For systems to provide a summary of their service line inventory, including information on ownership, format, and the number of service lines for each of the four required materials classifications.

### Directions:

Enter Date Last Updated in row 5 of the worksheet. You do not need to complete the information for PWS name and PWSID in rows 3 and 4, respectively. They will autofill from the information provided in the **PWS Information** worksheet.

### Part 1: General Information.

- Question 1: Use the dropdown menu to indicate if this is an initial inventory or inventory update.
- Question 2a: Use the dropdown menu to indicate who owns the service line. If other, describe in the space below the question.
- Question 2b: Include reference to any documentation that defines service line ownership in the system, such as a local ordinance, and if applicable, where ownership is split (*e.g.*, property line, curb stop).
- Question 3a: Describe when the lead service lines were generally installed in your system.
- Question 3b: Describe when lead service lines were banned in your system including a reference to the state or local ordinance that banned their use.
- Question 4: Use the dropdown menu to indicate if you have any lead connectors in your system. For example, a lead gooseneck or pigtail that connects the service line to the water main. If you are unsure, select "Don't Know."
- Question 5: Provide your overall level of confidence in the inventory (*i.e.*, "Low", "Medium", or "High"). Please explain your rationale in the space below the question.



## Part 2: Inventory Format.

Describe your inventory format in the space provided below (*e.g.*, the **Detailed Inventory** worksheet, custom spreadsheet, GIS map). Provide the filename and/or web address if applicable.

**Note that the state may require you to submit your detailed inventory of each service line in your distribution system.**

## Part 3: Inventory Summary Table.

This summary table is for classifying and reporting material for the entire service line connecting the water main to the customer's plumbing. If you are using the **Detailed Inventory** worksheet, the classifications you select in the column "Entire Service Line Material Classification" (Column X) will be used to calculate the total number of service lines for each of the four material classifications in Table 1 of the **Inventory Summary** worksheet. Note that the calculation starts on row 13 of the **Detailed Inventory** worksheet. Rows 13 through 20 are provided as examples, so in order for the Inventory Summary counts to reflect your inventory, the examples will need to be deleted. Alternatively, you may retain the examples and subtract them from the total counts of each service line material category, or you may revise the formulas to begin at Row 21. If you are using another format for your detailed inventory, you can overwrite the formula by entering the number of service lines directly into the aqua-colored cells in Table 1. Refer to the definitions provided as part of the summary table and the **Classifying SLs** worksheet for additional guidance on assigning a materials classification to the entire service line when ownership is split between the water system and customer.

### **Note that:**

- Systems must track the system-owned and custom-owned portions separately in their inventory.
- A lead-lined galvanized service line is consistent with the definition of a lead service line under the LCRR ("a portion of pipe that is made of lead, which connects the water main to the building inlet") (40 CFR §141.2) and must therefore be classified in the inventory as a lead service line. Do **NOT**, however, count non-lead service lines with only a lead gooseneck or pigtail as lead service lines unless required by your state.
- EPA encourages water systems to identify other sources of lead such as goosenecks, pigtails, lead solder, or other fittings and equipment that contain lead as they are encountered or where records exist and to include this information in their inventories.

## Appendix C

## Detailed Inventory Worksheet

**Purpose:** To provide a customizable format water systems can use to track materials for each service line in their distribution system.

**General Instructions:** Each row in this worksheet represents one service line connecting the water main to the customer's plumbing. The worksheet is organized into seven sections:

- Location Information
- System-Owned Portion
- Customer-Owned Portion
- Entire Service Line Material Classification
- Other Potential Sources of Lead
- Additional Information to Assign Tap Monitoring Tiering
- Lead Service Line Replacement (LSLR).

Columns with aqua shading are required by the LCRR; all other columns with navy blue shading are options for systems to consider. Water systems can customize this worksheet by adding or deleting columns. As explained in more detail below, you will either select your response from a dropdown menu or directly enter your information. Eight examples with a range of available data are provided for reference.

### Location Information

- **Column B – Unique Service Line ID:** Assign a unique ID to each row that represents one service line. You can number each row starting with the number 1 and ending with the number that equals the number of service lines included in your inventory.
- **Column C – Street Address & Column D – Other Location Identifier:** Enter a street address in Column C with the option of including another, non-address location identifier (*e.g.*, block, intersection, landmark, GPS coordinates, or water meter) in Column D for each service line. **Note that the LCRR requires the publicly accessible inventory to include a location identifier for each lead and galvanized requiring replacement service line. EPA recommends that systems consider using addresses as their location identifier and to also include this information for non-lead and unknown service lines.**
- **Column E – Sensitive Population:** Indicate if the location serves a sensitive population using the dropdown menu. If you select, “Yes – Other”, provide additional information in Column O - Notes.
- **Column F – Disadvantaged Neighborhood:** Indicate if the location meets the state affordability guidelines and/or other measures using the dropdown menu.

## **System-Owned Portion**

Complete the information in Columns G-O if either (1) the system owns the entire service line, or (2) ownership is split, where the system owns a portion and the customer owns a portion.

- **Column G – System-Owned Service Line Material Classification:** Use the dropdown menu to select the recommended material subclassifications for the **system**-owned portion. If you select "Non-lead - Other", provide additional information in Column O - Notes.
- **Column H – If Non-Lead, Was Material Ever Previously Lead?:** Use the dropdown menu to select "Yes", "No", or "Don't know." This information is important for determining if a downstream/customer-owned galvanized service line requires replacement.
- **Column I – Service Line Installation Date:** Enter the date, year, or estimated date range when the service line was installed or replaced.
- **Column J – Service Line Size:** Enter the diameter in inches. This information may be useful as a screening method to help identify if a service line is lead. Most lead service lines are 2 inches or less in diameter.
- **Column K – Basis of Material Classification:** Use the drop-down menu to select the method used for materials classification. If the method you used is not one of the options, select "Other" and describe the basis for materials classification in Column O – Notes.
- **Column L – Was the Service Line Material Field Verified:** Select "Yes" or "No" from the dropdown menu.
- **Column M – Describe the Field Verification Method** and **Column N – Enter the Date of the Field Verification:** If you selected "Yes" in Column L, use the drop-down menu to select the method used for field verification. If the method you used is not one of the options, select "Other" and describe the field verification in Column O – Notes.
- **Column O – Notes:** Use this column to provide any additional information, such as additional details about the basis of material classification, additional information on the field verification method, or documentation of previous materials classification.

### **Customer-Owned Portion**

- Complete the information in **Columns P-W** if either (1) the customer owns the entire service line, or (2) ownership is split, where the system owns a portion and the customer owns a portion. See the instructions above for the system-owned portion.

### **Entire Service Line Material Classification**

- **Column X – Entire Service Line Classification:** Use the dropdown menu to indicate which of the required four service line material classifications apply to the entire service line based on your entries for the system-owned portion (Column G) and customer-owned portion (Column P). Refer to the **Classifying SL** worksheet for guidance on how to classify the material for the entire service line when ownership is split. The inventory summary sheet will auto-calculate the total service lines in each of the four categories based on your entries in this column.

### **Other Potential Sources of Lead**

- **Column Y – Is there a Lead Connector?:** Use the dropdown menu to indicate if there is a lead connector. For example, a lead gooseneck or pigtail used to connect the water main to the service line.
- **Column Z – Is there Lead Solder in the Service Line?:** Use the dropdown menu to indicate if there is lead solder in the service line.
- **Column AA – Describe Other Fittings and Equipment Connected to the Service Line that Contain Lead:** Include any other lead-containing fittings and equipment that are connected to the service line, such as backflow preventers and/or meters.

### **Additional Information to Assign Tap Monitoring Tiering**

Columns AB through AE are for documenting additional information that is helpful in assigning a tap sample tiering classification as follows:

- **Column AB – Building Type Connected to the Service Line:** Use the dropdown menu to indicate if the building type connected to the service line is single family, multiple family residence, building or other.
- **Column AC – Point-of-Entry or Point-of-Use Treatment Present:** Use the dropdown menu to indicate if the home or building connected to the service line has a point-of-entry or point-of-use device.
- **Column AD – Does the Interior Building Plumbing Contain Copper Pipes with Lead Solder Installed Before Your State's Lead Ban (Generally 1986 - 1988)?:** Use the dropdown menu to indicate if lead solder pre-dates your state's lead ban.
- **Column AE – Current LCR Sampling Site:** Use the dropdown menu to indicate if you have identified this location as a sampling site for lead and copper tap sampling.

### **Lead Service Line Replacement (LSLR)**

- **Column AF – Date of System-owned LSLR:** Indicate the date the system-owned portion of the lead service line was replaced, if applicable.
- **Column AG – Date of Customer-owned LSLR:** Indicate the date the customer-owned portion of the lead service line was replaced, if applicable.

## Public Accessibility Doc. Worksheet

**Purpose:** For systems to provide documentation to states on how they met the public accessibility requirements of the LCRR.

**Directions:**

- Enter Date Last Updated in row 5 of the worksheet. You do not need to complete the information for PWS name and PWSID in rows 3 and 4, respectively. They will autofill from the information provided in the **PWS Information** worksheet.
- Question 1: Check each box that indicates the location identifiers that you use for your service line inventory. If you check "Other", please explain in the space below the question.
- Question 2: Use the dropdown menu to indicate if every service line has a location identifier. If "no", explain in the space below the question. **Remember that the LCRR requires systems to use a location identifier for service lines that are lead and galvanized requiring replacement.**
- Question 3: Check each box that indicates how you are making your inventory publicly accessible. If you check "Other", please explain in the space below the question. **Note that the LCRR requires all systems that serve more than 50,000 people to provide the inventory online.**

# State Template Instructions

**Purpose of this worksheet:** To provide detailed instructions for states that elect to use this template.

## State Checklist Worksheet

**Purpose:** For states to determine and document if water systems met all of the January 15, 2021 LCRR requirements for their Initial Inventory including timely submission, required elements, use of information sources, public accessibility, and customer notification of service line material.

**Directions:** Enter Date Last Updated in row 5 of the worksheet. You do not need to complete the information for PWS name and PWSID in rows 3 and 4, respectively. They will autofill from the information provided in the **PWS Information** worksheet.

**Part 1: Person Completing This Checklist.** Enter the information that is specific to the individual who is completing the checklist.

**Part 2: Review for Timely Submission.** Select "Yes" or "No" from the dropdown menu to indicate if the initial inventory was submitted by the LCRR deadline of October 16, 2024.

### Part 3: Review for Required Elements.

- Question 1: Use the dropdown menu to indicate if the system's inventory includes all service lines connected to the distribution system. Consider if the total number of service lines in the **Inventory Summary** worksheet, Part 3, matches sanitary survey and monitoring data in the state's database (e.g., SDWIS/State) based on the population served, number of service connections (including those for non-potable use), number of accounts, census data, or other information provided by the water system in the **PWS Information** worksheet.
- Question 2: Use the dropdown menu to indicate if the system's inventory includes portions owned by the water system and the customer (if applicable). Check the service line ownership type selected in the **Inventory Summary** worksheet, Part 1, Question 2a. If the system selected "Ownership is Split . . .," check that their inventory includes information for both the system-owned and customer-owned portions.
- Question 3: Use the dropdown menu to indicate if the system classified all service lines as Lead, Galvanized Requiring Replacement, Non-Lead, or Lead Status Unknown. Consider if the system completed each row of the inventory summary table in the **Inventory Summary** worksheet, Part 3. Some rows may be zero.
- Question 4: Provide any additional comments related to the required elements of the system's initial inventory in the space below the question.

### Part 4: Review for Information Sources.

- Question 1: Use the dropdown menu to indicate if the system used each of the information sources required by the LCRR to prepare its initial inventory. You can review the information in the **Inventory Methods** worksheet, Part 1 to help make that determination.

- Question 2: Use the dropdown menu to indicate if the system collected service line material information during normal operations. You can review the information in the **Inventory Methods** worksheet, Part 2 to help make that determination.
- Question 3: Use the dropdown menu to indicate if the system has conducted investigations to verify service line material. You can review the information in **Inventory Methods** worksheet, Part 3 to make that determination. Note that field investigations are not required by the LCRR but recommended by EPA to verify historical records and gather information where records do not exist to reduce the number of unknowns in the system as quickly as possible. Also note that if a water system chooses an investigation method not specified by the state under 40 CFR §141.84(a)(3)(iv), state approval is required under 40 CFR §141.84(a)(3).
- Question 4: Provide any additional comments related to information sources used to develop the system's initial inventory in the space below the question.

#### **Part 5: Review for Public Accessibility.**

- Question 1: Use the dropdown menu to indicate if the inventory includes location identifiers for each service line that is lead or galvanized requiring replacement. Consider checking the inventory for location identifiers and reviewing the system's answers in the **Public Accessibility Doc.** worksheet, Questions 1 and 2.
- Question 2: Use the dropdown menu to indicate if the system made its inventory publicly accessible. Consider reviewing the method by which the water system is making its inventory publicly accessible as identified in the **Public Accessibility Doc.** worksheet, Question 3. Check that systems serving more than 50,000 people have posted their service line inventories online.
- Question 3: Provide any additional comments/documentation related to public accessibility of the system's initial inventory in the space below the question.

#### **Part 6: Review for Customer Notification of Service Line Material.**

- Question 1: Use the dropdown menu to indicate if the water system's inventory consists of all non-lead service lines. If "No", then complete questions 2 through 6. If "Yes", the requirements to provide a service line notice do not apply and do not complete questions 2 through 6.
- Question 2: Use the dropdown menu to indicate if the water system delivered the notification to people served by an LSL, GRR, or lead status unknown service line within 30 days of completing the initial inventory.
- Question 3: Use the dropdown menu to indicate if the water system met the reporting requirements by demonstrating that they delivered the notification and providing a copy of the notification to the state by **July 1** for the previous calendar year.
- Question 4: Use the dropdown menu to indicate if the notification met the required content for:
  - a. **Confirmed LSLs:** The water system must meet all six requirements in order to select "Yes." If the system has no confirmed LSLs, then select "N/A."
  - b. **GRR:** The water system must meet all four requirements in order to select "Yes." If the system has no GRR service lines, then select "N/A."
  - c. **Unknowns:** The water system must meet all four requirements in order to select "Yes." If the system has no service lines of lead status unknown, then select "N/A."
- Question 5: Use the dropdown menu to indicate if the water system provided public education materials, including those in 40 CFR §141.85(e), in the appropriate language(s) regarding the



materials, including those in 40 CFR §141.85(e), in the appropriate language(s) regarding the importance of the notice or contain a telephone number or address where persons served may contact the water system to obtain a translated copy of the public education materials or to request assistance in the appropriate language.

- Question 6: Use the space provided to add any additional comments/documentation related to customer notification for people served by an LSL, GRR, or lead status unknown service line.

### Additional State Instructions

To facilitate electronic reporting to EPA, states can extract information on the total number of service lines in each of the four categories from Part 3 of the **Inventory Summary** worksheet.

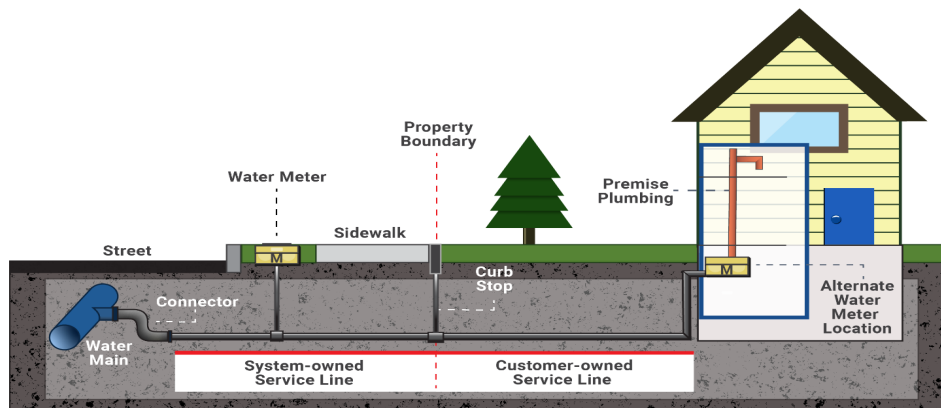
# Classifying the Entire Service Line When Ownership Is Split

**Purpose of this worksheet :** To summarize EPA's requirements for classifying the entire service line when ownership is split.

## Introduction

In many cases, service line ownership is **split** meaning that the system owns a portion and the customer owns a portion of the service line. Exhibit 1 below is a diagram of a possible division in service line ownership between the water system and customer. While the LCRR requires the inventory to categorize each service line or portions of the service line where ownership is split, a single classification per service line is also needed to support various LCRR requirements, such as lead service line replacement (LSLR), tap sampling, and risk mitigation. Table 1 below indicates how to classify the material for the entire service line when ownership is split between the water system and customer. For more information, see EPA's, **Guidance for Developing and Maintaining a Service Line Inventory** (2022).

**Exhibit 1. Example of Service Line Ownership Distinction between the Water System and Customer**



Source: Exhibit 2-2 of *Guidance for Developing and Maintaining a Lead Service Line Inventory* (USEPA, 2022).

**Table 1: Classification of Entire Service Line When Ownership is Split**

System-Owned Portion	Customer-Owned Portion	Classification for Entire Service Line
Lead	Lead	Lead
Lead	Galvanized Requiring Replacement	Lead
Lead	Non-lead	Lead
Lead	Lead Status Unknown	Lead
Non-lead	Lead	Lead
Non-lead and never previously lead	Non-lead, specifically galvanized pipe material	Non-lead
Non-lead	Non-lead, material other than galvanized	Non-lead
Non-lead	Lead Status Unknown	Lead Status Unknown
Non-lead, but system is unable to demonstrate it was not previously Lead	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Lead Status Unknown	Lead	Lead
Lead Status Unknown	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Lead Status Unknown	Non-lead	Lead Status Unknown
Lead Status Unknown	Lead Status Unknown	Lead Status Unknown

Source: Exhibit 2-3 of *Guidance for Developing and Maintaining a Service Line Inventory* (USEPA, 2022).

# PWS Information

**Purpose of this worksheet:** For water systems to document basic system information.

## Facility Information

Water System Name:

PWSID:	Population Served (number of people):	Number of Service Connections:	PWS Type: <input type="checkbox"/> CWS <input type="checkbox"/> NTCWS
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If you are a CWS, do multi-family residences comprise at least 20% of the structures you serve? *Select "Yes" or "No"*

## Mailing Address

Street or P.O. Box:

City or Town:	State:	Zip Code:
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## System Contact Person

Name:	Title:
Telephone:	Email:

Person Who Prepared Inventory (if different from above)

# Inventory Methodology

PWS Name:

PWSID:

Enter Date Last Updated:

**Purpose of this worksheet:** For water systems to document the methods and resources they used to develop and update their inventory.

## Part 1: Historical Records Review

Type of Record	Describe the Records Reviewed for Your Inventory and Indicate Your Level of Confidence (e.g. , Low, Medium, or High)
1. Previous Materials Evaluation <i>Example: Locations of Tier 1 lead tap sampling locations that are served by a lead service line.</i>	
2. Construction Records and Plumbing Codes <i>Examples: Local ordinance adopting an international plumbing code. Permits for replacing lead service lines.</i>	
3. Water System Records <i>Examples: Capital improvement plans. Standard operating procedures. Engineering standards.</i>	
4. Distribution System Inspections and Records <i>Examples: Distribution system maps. Tap cards. Service line repair/replacement records. Inspection records. Meter installation records.</i>	
5. Additional Records Required by Your State	
6. Other Records	

## Part 2: Identifying Service Line Material During Normal Operations

1. During which normal operating activities are you collecting information on service line material? Check all that apply.

- |   |  |
|---|--|
| <input type="checkbox"/> Water meter reading                | <input type="checkbox"/> Water main repair or replacement      |
| <input type="checkbox"/> Water meter repair or replacement  | <input type="checkbox"/> Backflow prevention device inspection |
| <input type="checkbox"/> Service line repair or replacement | <input type="checkbox"/> Other                                 |

If "Other", please explain:

2. Did you develop or revise standard operating procedures to collect service line material information during normal operation? Select "Yes" or "No"  
If "Yes", please describe:

## Part 3: Service Line Investigations

1. Identify the service line investigation methods your system used to prepare the inventory (check all that apply). If a water system chooses an investigation method not specified by the state under 40 CFR §141.84(a)(3)(iv), state approval is required. **Note that investigations are not required by the LCRR but can be used by systems to assess accuracy of historical records and gather information when service line material is unknown.**

- |   |   |
|---|---|
| <input type="checkbox"/> Visual Inspection at the Meter Pit     | <input type="checkbox"/> Water Quality Sampling - Other |
| <input type="checkbox"/> Customer Self-Identification           | <input type="checkbox"/> Mechanical Excavation          |
| <input type="checkbox"/> CCTV Inspection at Curb Box - External | <input type="checkbox"/> Vacuum Excavation              |
| <input type="checkbox"/> CCTV Inspection at Curb Box - Internal | <input type="checkbox"/> Predictive Modeling            |
| <input type="checkbox"/> Water Quality Sampling - Targeted      | <input type="checkbox"/> Other                          |
| <input type="checkbox"/> Water Quality Sampling - Flushed       |   |

Water Quality sampling - Sequential

If "Other", please explain:

2. If "Predictive Modeling", please briefly describe the model and inputs used:

3. How did you prioritize locations for service line materials investigations? For example, did you consider environmental justice and/or sensitive populations, did you use predictive modeling, and/or did you target areas with high number of unknowns?

# Inventory Summary

PWS Name:

PWSID:

Enter Date Last Updated:

**Purpose of this worksheet:** For water systems to provide a summary of their service line inventory, including information on ownership, inventory format, and the number of service lines for each of the four required materials classifications.

## Part 1. General Information

1. Is this the <b>Initial Inventory</b> or an <b>Inventory Update</b> ?	Select One
2a. Who <b>owns the service lines</b> in your system? <i>If other, please explain below.</i>	Select Ownership Type
2b. Is there documentation that defines service line ownership in your system, such as a local ordinance? <i>If yes, please describe below and explain where ownership is split (e.g., property line, curb stop).</i>	Select "Yes" or "No"
3a. Describe when lead service lines were generally installed in your system.	
3b. When were lead service lines banned in your system? Reference the state or local ordinance that banned the use of lead in your system.	
4. Do you have lead goosenecks, pigtails or connectors in your system?	Select "Yes" or "No" or "Don't Know"
5. What is your overall level of confidence in the inventory ( <i>i.e.</i> , "Low", "Medium", or "High.") Please explain your rationale below.	

## Part 2. Inventory Format

Describe your inventory format in the space provided below (*e.g.* , the **Detailed Inventory** worksheet, custom spreadsheet, GIS map). Provide the filename and/or web address if applicable. **Note that the state may require you to submit your detailed inventory of each service line in your distribution system.**

## Part 3. Inventory Summary Table <sup>1</sup>

If you are using the **Detailed Inventory** worksheet, the classifications you select in the Column "Entire Service Line Material Classification" (Column X) will be used to calculate the total number of service lines for each of the four material classifications below. Otherwise, enter the number of service lines in the aqua-colored cells. **Remember this is the classification for the entire service line.**

Service Line Material Classification	Definition	Total Number of Service Lines (REQUIRED to be reported under the LCRR)
<b>Lead</b>	Any portion of the service line is known to be made of lead. <sup>2</sup>	1
<b>Galvanized Requiring Replacement (GRR)</b>	The service line is not made of lead, but a portion is galvanized and the system is unable to demonstrate that the galvanized line was never downstream of a lead service line.	3
<b>Non-Lead</b>	All portions of the service line are known NOT to be lead or GRR through an evidence-based record, method, or technique.	2
<b>Lead Status Unknown</b>	The service line material is not known to be lead or GRR. For the entire service line or a portion of it (in cases of split ownership), there is not enough evidence to support material classification.	2
<b>TOTAL</b>		<b>8</b>

Notes

<sup>1</sup>This summary table is for reporting material for the entire service line connecting the water main to the customer's plumbing. See the **Classifying SLs** worksheet for additional guidance on assigning a materials classification to the entire service line when ownership is split. Remember that systems must track the system-owned and customer-owned portions separately in their inventory.

<sup>2</sup> A lead-lined galvanized service line is consistent with the definition of an LSL under the LCRR (“a portion of pipe that is made of lead, which connects the water main to the building inlet”) (40 CFR §141.2) and must therefore be classified in the inventory as an LSL. Do NOT, however, count non-lead service lines with a lead gooseneck or pigtail as lead service lines unless required by your state.

## Detailed Inventory

PWS Name:

PWSID:

Date Last Updated:

**Purpose of this worksheet:** To provide a customizable format water systems can use to track materials for each service line in their distribution system.

**General Instructions:** Each row in this worksheet represents one service line connecting the water main to the customer's plumbing. The worksheet includes required and recommended elements; the columns v required by the LCRR. Systems can customize by adding or deleting columns. Important notes for each column are in Row 12; also see the **Template Instructions** worksheet for detailed instructions. Note that use them to see the headings and notes when entering data. The worksheet includes examples in rows 13 - 20 and is formatted for approximately 10,000 entries.

Location Information								
Unique Service Line ID	Location Identifier		Sensitive Population? (Yes/No)	Disadvantaged Neighborhood? (Yes/No)	System-Owned Portion Service Line Material Classification	If Non-Lead in Column G, Was Material Ever Previously Lead?	Service Line Installation Date	Service Line Size
	Street Address	Other Location Identifier						
<i>A Unique ID is recommended for each service line.</i>	<i>Water systems must track addresses of all service lines in their internal inventory. For the publicly accessible version, location identifiers are required for lead and galvanized requiring replacement. If the system does not use addresses for their location identifier, other options could include GPS coordinates, landmark, intersection, block, or other details to specify service line locations.</i>		<i>Select Yes if sensitive subpopulation, e.g., day care, school, multifamily home. If Yes-Other, describe in the Notes field.</i>	<i>Does location meet state affordability guidelines or other measures?</i>	<i>Dropdown list includes recommended subclassifications. If "Non-Lead Other", describe in Notes field</i>	<i>Select Yes, No, or Don't know. Important for determining if downstream/ customer-owned galvanized service line requires replacement</i>	<i>Date, year, or estimated date range when the service line was installed or replaced</i>	<i>Diameter in inches</i>
<i>Example 1</i>	<i>1234 Test St., City, State, Zip Code</i>	<i>Intersection of Test and Elm St.</i>	<i>No</i>	<i>No</i>	<i>Non-Lead - Plastic</i>	<i>Yes</i>	<i>1997</i>	<i>2</i>
<i>Example 2</i>	<i>4321 Test St., City, State, Zip Code</i>	<i>Intersection of Test and Main St.</i>	<i>No</i>	<i>No</i>	<i>Non-Lead - Plastic</i>	<i>No</i>	<i>Fall 1980</i>	<i>2</i>
<i>Example 3</i>	<i>16 Capital St., City, State, Zip Code</i>		<i>No</i>	<i>No</i>	<i>Non-Lead - Copper</i>	<i>Don't know</i>	<i>1985</i>	<i>1 1/2</i>
<i>Example 4</i>	<i>1 Water Avenue, City, State, Zip Code</i>		<i>No</i>	<i>No</i>	<i>Unknown - Likely Lead</i>		<i>1940's</i>	<i>2</i>
<i>Example 5</i>	<i>67 Children's Place, City, State, Zip Code</i>		<i>Yes - Day Care</i>	<i>No</i>	<i>Unknown - Material Unknown</i>		<i>1950-1960</i>	<i>3/4</i>
<i>Example 6</i>	<i>30 Price Street, City, State, Zip Code</i>		<i>No</i>	<i>No</i>	<i>Lead-lined galvanized</i>		<i>1955</i>	<i>2</i>
<i>Example 7</i>	<i>123 System Ave., City, State, Zip Code</i>	<i>Building A</i>	<i>No</i>	<i>Yes</i>	<i>Non-Lead - Copper</i>	<i>Yes</i>	<i>2015</i>	<i>2</i>
<i>Example 8</i>	<i>123 System Ave., City, State, Zip Code</i>	<i>Building B</i>	<i>No</i>	<i>No</i>	<i>Non-Lead - Copper</i>	<i>Don't know</i>	<i>2015</i>	<i>2</i>




with the aqua shading are  
ers can freeze panes to enable

System-Owned Portion							
Basis of Material Classification	Was the Service Line Material Field Verified?	If "Yes" Service Line Material Was Field Verified:		Notes	Customer-Owned Portion Service Line Material Classification	Service Line Installation Date	Service Line Size
		Describe the Field Verification Method	Enter the Date of Field Verification				
Select option from drop down list. If "Other," describe in the Notes field	Select Yes or No	Select option from drop down list. If "Other," describe in the Notes field	Enter approximate date of field verification or date that the record was updated	Can use this field for documenting additional relevant information, including when classification changes.	Dropdown list includes recommended subclassifications. If non-lead other, describe in Notes field.	Date, year, or estimated date range when the service line was installed or replaced	Diameter in inches
Installation date after lead ban	Yes	Visual inspection at the meter pit	5/1/2019		Non-Lead - Plastic	2012	2
Installation record (e.g., tap card)	Yes	Mechanical excavation at one location	9/10/2020		Galvanized	Fall 1980	2
Service line repair or replacement record	No				Galvanized	1908	1 1/2
	No				Galvanized	1940's	2
	No				Unknown - Material Unknown	1950-1960	3/4
Installation record (e.g., tap card)	Yes	CCTV investigation at curb stop - internal	8/8/2020		Lead-lined galvanized	1955	2
Service line repair or replacement record	No				Galvanized	1950 - 1955	2
Service line repair or replacement record	No				Unknown - Material Unknown	1940's	2

Customer-Owned Portion				Notes	Entire Service Line Material Classification	Other Po
Basis of Material Classification	Was the Service Line Material Field Verified?	If "Yes" Service Line Material Was Field Verified:				Is there a Lead Connector?
		Describe the Field Verification Method	Enter the Date of Field Verification			
Select option from drop down list. If "Other," describe in the Notes field	Select Yes or No	Select option from drop down list. If "Other," describe in the Notes field	Enter approximate date of field verification or date that record was updated	Can use this field for documenting additional relevant information, including when classification changes.	Dropdown list includes four required service line classifications of Lead, Non-lead, Galvanized Requiring Replacement, or Unknown	For example, lead gooseneck or pigtail where the water main is connected to the service line
Installation date after lead ban	No				Non-Lead	No
Installation record (e.g., tap card)	Yes	Mechanical excavation at one location	9/10/2020		Non-Lead	No
Installation record (e.g., tap card)	No				Galvanized Requiring Replacement	Don't Know
	Yes	Customer self-identification	8/8/2020		Galvanized Requiring Replacement	Don't Know
	No				Unknown	Don't Know
Installation record (e.g., tap card)	No				Lead	Yes
Installation record (e.g., tap card)	Yes	Customer self-identification	1/15/2020		Galvanized Requiring Replacement	No
	No				Unknown	No

Potential Sources of Lead		Additional Information to Assign Tap Monitoring Tiering				Lead Service Line Replacement (LSLR)	
Is there Lead Solder in the Service Line?	Describe Other Fittings and Equipment Connected to the Service Line that Contain Lead	Building Type Connected to Service Line	Point-of-Entry or Point-of-Use Treatment Present?	Does the Interior Building Plumbing Contain Copper Pipes with Lead Solder Installed Before Your State's Lead Ban (Generally 1986 - 1988)?	Current LCR Sampling Site?	Date of System-owned LSLR	Date of Customer-owned LSLR
Select Yes, No, or Don't Know	For example, backflow preventer or meter containing lead	Note: This information may be helpful for identifying lead tap monitoring locations.					
No		Single Family Residence	Yes	No	No		
No		Single Family Residence	No	No	No		
Don't Know		Other	Unknown	Unknown	No		
Yes		Single Family Residence	No	Unknown	Yes		
Yes		Single Family Residence	No	Yes	No		
No		Single Family Residence	No	Yes	Yes		
Don't Know	Backflow preventer	Single Family Residence	No	Unknown	No		
Yes		Single Family Residence	No	Unknown	No		

# Public Accessibility Documentation

PWS Name:

PWSID:

Enter Date Last Updated:

**Purpose of this worksheet:** For systems to provide documentation to states on how they met the public accessibility requirements of the LCRR.

1. Select the location identifiers that you use for your service line inventory. Check all that apply.

- Address
- Street
- Block
- Intersection
- Landmark
- GPS Coordinates
- Other

If "Other", please describe:

2. Does **every service line** have a location identifier?

Select "Yes" or "No"

If "No", explain. Remember that location identifiers are required for service lines that are lead and galvanized requiring replacement.

3. How are you making your inventory publicly accessible? Check all that apply. Remember that if your system serves > 50,000 people, you **must** provide the inventory online.

- Interactive online map
- Static online map
- Online spreadsheet
- Printed service line map
- Printed tabular data
- Information on water utility mailings or newsletter
- Hard copy information available in water system office
- Other

If "Other", please describe:

## State Checklist for Initial Inventory Submittal

PWS Name:

PWSID:

Enter Date Last Updated:

**Purpose of this worksheet:** For states to determine and document if water systems met all of the January 15, 2021 Lead and Copper Rule (LCRR) requirements for their **Initial Inventory** including timely submission, required elements, use of information sources, public accessibility, and public notification of service line materials.

### Part 1: Person Completing This Checklist

Name:	Title:
Telephone:	Email:

### Part 2: Review for Timely Submission

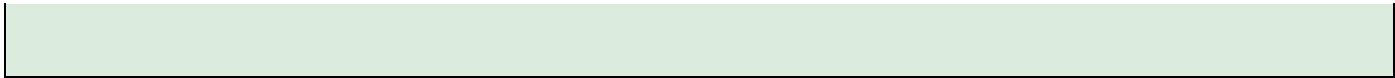
1. Was the initial inventory submitted by the deadline of October 16, 2024? <i>Consider post-mark or date sent via email or reported into a state data system.</i>	Select "Yes" or "No"
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### Part 3: Review for Required Elements

1. Does the inventory include <b>all</b> service lines connected to the distribution system? <i>Consider if the total number of service lines in the <b>Inventory Summary</b> worksheet, Part 3, matches sanitary survey and monitoring data in the state's database (e.g., SDWIS/State ) based on population served, number of service connections (including those for non-potable use), number of accounts, census data, or other information.</i>	Select "Yes" or "No"
2. Does the inventory include portions owned by the water system and the customer? <i>Check the service line ownership type selected in the <b>Inventory Summary</b> worksheet, Part 1, Question 2a. If the system selected "Ownership is Split" check that their inventory includes information for both the system-owned and customer-owned portions.</i>	Select "Yes" or "No"
3. Did the system classify all service lines as either Lead, Galvanized Requiring Replacement (GRR), Non-Lead, or Lead Status Unknown? <i>Consider if the system completed each row of the inventory summary table in the <b>Inventory Summary</b> worksheet, Part 3. Some rows may be zero.</i>	Select "Yes" or "No"
4. In the space below, provide additional comments/documentation related to required elements of the system's initial inventory. <div style="background-color: #e0f2f1; height: 40px; margin-top: 5px;"></div>	

### Part 4: Review for Information Sources

1. Did the system use the following historical records to prepare their initial inventory: previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records. <i>Consider if the system identified historical records in each row of the <b>Inventory Methods</b> worksheet, Part 1, Rows 1 through 4. Consider if the system completed Row 5 if additional records are required in your state.</i>	Select "Yes" or "No"
2. Is the system collecting service line material information during normal operations? <i>Consider if the system checked one or more normal operations activities in the <b>Inventory Methods</b> worksheet, Part 2. Consider asking the systems to submit updated or new standard operating procedures documenting service line material information collection.</i>	Select "Yes" or "No"
3. Has the system conducted investigations to verify service line material? <i>This is not required by the LCRR but recommended by EPA to verify historical records and gather information where records do not exist to reduce the number of unknowns in the system as quickly as possible. Consider:</i> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> the system checked one or more of the investigative methods on the <b>Inventory Methods</b> worksheet, Part 3.</li> <li>• <input type="checkbox"/> in their inventory, the system indicated that the materials classification was based on investigations.</li> <li>• <input type="checkbox"/> the number of unknowns - EPA strongly discourages systems from submitting inventories with all unknowns. If all service line materials are lead status unknown, consider asking the water system to conduct investigations.</li> </ul>	Select "Yes" or "No"
4. In the space below, provide additional comments related to information sources used to develop the system's initial inventory. <div style="background-color: #e0f2f1; height: 40px; margin-top: 5px;"></div>	



**Part 5: Review for Public Accessibility**

1. Does the inventory include location identifiers for each service line that is lead or galvanized requiring replacement? Select "Yes" or "No"

*Consider checking the inventory for location identifiers and reviewing the system's answers in the **Public Accessibility Doc.** worksheet, Questions 1 and 2.*

2. Did the system make its inventory publicly accessible? Select "Yes" or "No"

*Consider reviewing the method by which the water system is making its inventory publicly accessible as identified in the **Public Accessibility Doc.** worksheet, Question 3. Check that systems serving more than 50,000 people have posted their service line inventories online.*

3. In the space below, provide additional comments/documentation related to public accessibility of the system's initial inventory.