

**SPECIFICATIONS AND
CONTRACT DOCUMENTS
CHANNELSIDE PARKING GARAGE LED LIGHTING
IMPROVEMENTS**

INVITATION TO BID NO. B—001-11

PROJECT NO. 11-05410



TAMPA PORT AUTHORITY

JANUARY 2011

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1101 Channelside Drive

Tampa, FL 33602

Telephone: 813-905-7678

TAMPA PORT AUTHORITY

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FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

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LED LIGHTING IMPROVEMENTS**

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**TAMPA PORT AUTHORITY
INVITATION TO BID (ITB) No. B-001-11
CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS
PROJECT NO. 11-05410**

The Tampa Port Authority (TPA) is soliciting sealed bids from qualified contractors interested in updating the garage interior parking lighting of the south and north parking structures to a type similar in form and function as the newly completed garage expansion.

A **mandatory** Pre-Bid Conference and Tour will be held Friday, January 28, 2011 at 9:30 a.m. in the TPA Board Room on the first floor of 1101 Channelside Drive, Tampa, FL 33602. Prospective bidders are required to attend.

The ITB is available through a link on the TPA's website (www.tampaport.com) and the DemandStar System (www.demandstar.com). Interested firms shall submit a completed response to the Tampa Port Authority, 1101, Channelside Drive, 4th Floor, Tampa, FL 33602. Sealed bids are due by Thursday, February 24, 2011 at 1:00 p.m. at which time all bids received will be publicly opened and read aloud.

Firms failing to submit the required ITB Documents as outlined on Form BI-1 may be deemed non-responsive to the ITB. TPA encourages the use of registered Small Business Enterprise (SBE) firms to the greatest extent possible on TPA projects and has a goal of nine percent (9%) SBE participation. TPA will consider SBE participation when evaluating the bids.

Questions concerning this ITB should be directed Donna Casey, TPA Procurement Dept. (813) 905-5044, by email at dcasey@tampaport.com, or by fax at (813) 905-5050.

To be published Friday, January 21, 2011 in the
Tampa Tribune, St. Petersburg Times, Florida Sentinel Bulletin and LaGaceta

TAMPA PORT AUTHORITY

INSTRUCTIONS TO BIDDERS

**FOR
INVITATION TO BID
ITB NO. B-001-11
PROJECT NO. 11-05410
ENTITLED:**

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these Instructions to Bidders.

1.0 Definitions of Terms:

To avoid undue repetition, the definition of all terms, as construed by these Contract Documents, are as defined in the General Provisions, Part 1.0.

2.0 Examination of Plans, Specifications and Site:

2.1 Before preparing a bid, the Bidder is required to examine carefully the site of work, the Bid Documents, Plans, General Provisions, Supplemental General Provisions, and Technical Specifications of the Contract Documents, and it will be assumed the Bidder has investigated and is fully informed as to the conditions to be encountered, the character, quality and quantities of work to be performed, the materials to be furnished to complete the work. The Bidder's attention is called to the fact that when quantities are given these are estimated and there is no assurance that the estimated quantities represent the actual quantities that may be used during the contract.

2.2 Before submitting a Proposal, the Bidders shall fully inform themselves as to all existing conditions and limitations, and shall include in their Proposal(s) a sum to cover the cost of all items prescribed for The Work in the Contract Documents.

3.0 Addenda and Interpretations:

3.1 Any and all interpretations and supplemental instructions as to the meaning of the Plans, Specifications or to the other Contract Documents shall be made in the form of a written addendum.

3.2 Every request for such interpretation should be in writing addressed to the Tampa Port Authority Procurement Office, 1101 Channelside Drive, Tampa, Florida 33602, and to be given consideration must be received at least five (5) business days prior to the date fixed for the opening of bids. Requests for interpretations may also be sent by e-mail to dcasey@tampaport.com or faxed to the Procurement Office at 813-905-5050.

3.3 Tampa Port Authority bids are issued electronically via DemandStar's eProcurement distribution system (DemandStar Contact Information: Telephone: 800-711-1712 / www.demandstar.com).

Obtaining bids through DemandStar ensures that Bidders have the following capabilities: receipt of bids electronically, tracking status of bid award activity, receiving addenda, receiving the results of contract awards and viewing drawings, plans and blueprints online. **Bidder(s) who obtain proposal packages from sources other than DemandStar are cautioned that the proposal packages may be incomplete. The TPA will not accept incomplete proposals.**

3.4 All written addenda and interpretation by the TPA, if issued, will be posted on the DemandStar system (www.demandstar.com), not less than three (3) business days prior to the date fixed for opening of bids. Failure of any Bidder to receive such addenda shall not relieve said Bidder of obligation under his bid as submitted. All

addenda issued shall become a part of the Contract Documents, and Bidders may be required to acknowledge such addenda on the Proposal Form.

3.5 Bid Schedule:

DATE	DESCRIPTION
Friday, January 21, 2011	Broadcast Advertisement & ITB
Friday, January 28, 2011 @ 9:30 am	Mandatory Pre-Bid Conference & Site Visit
Wednesday, February 16, 2011 @ 5:00 pm	Bidder's Question Deadline
Friday, February 18, 2011 @ 5:00 pm	TPA Question/Answer Response
Thursday, February 24, 2011 @ 1:00 pm	ITB SUBMITTAL DEADLINE
Tuesday, March 15, 2011 @ 9:30 am	TPA Board Approval of Award

4.0 Communications:

All communications shall be through the Tampa Port Authority Procurement Office (please see above Section 3.0, paragraph 3.2). Communications with members of the TPA staff or TPA officers may be cause for the Bidder's submittal to be rejected and disqualified from further consideration.

5.0 Interpretations of Estimates:

- 5.1** The quantities listed in the Bid forms are to be considered as approximate and are to be used for the comparison of bids only.
- 5.2** The unit prices to be tendered by the Bidders are to be tendered expressly for the schedule quantities as they may be:
 - 5.2.1** Increased or decreased at the direction of the TPA in issued Change Orders or
 - 5.2.2** Within the restricting limits as stipulated in Paragraph 50.0 of the General Provisions or
 - 5.2.3** Increased pursuant to a Change Order for additional work as provided in Paragraph 51.0.
- 5.3** Payment, except for Lump Sum Items and Allowance Items in unit price contracts, will be made to the Contractor for the actual quantities only if work is performed or materials are furnished in accordance with the Plans and Specifications and as further described in Technical Specifications Section 01026, "Measurement and Payment".
- 5.4** It is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished, as hereinafter provided, without in any way invalidating the Unit Bid Prices.
- 5.5** Where there is a conflict between the Unit Bid Price and the extension thereof made by the Bidder, the Unit Bid Price shall govern and the TPA shall be authorized to make a correct extension of such Unit Bid Price and to use such corrected extension in comparing bids.
- 5.6** Bids will be evaluated based on 1) the estimated item quantities indicated on the Proposal form; 2) quantities historically used, but adjusted for special projects and

3) quantities projected by the TPA that may be used during the contract term. The estimated quantities may or may not be the actual quantities needed under this contract and the TPA makes no assurance that the estimated quantities represent the actual quantities to be used during the contract.

6.0 Substitutions:

To obtain approval to use unspecified products or materials, Bidders shall submit written requests at least twelve (12) days before the bid date. Requests received after this date will not be considered. Requests shall clearly describe all data necessary to demonstrate acceptability. If the product is acceptable, the TPA will approve it in an addendum posted on the DemandStar system (www.demandstar.com) at least seven (7) days before the bid is due.

7.0 Disqualification:

- 7.1** The TPA reserves the right to disqualify bids before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- 7.2** Bids considered irregular may be rejected or the irregularity(s) waived, at the sole option of TPA, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind.
- 7.3** The TPA reserves the right to reject any or all bids as not responsible or non-responsive; to readvertise this bid; to postpone or cancel this process; and to change or modify the bid schedule at any time. Examples of not responsible may include, without limitation, termination of a previous contract with the TPA; financial weakness; lack of SBE participation; or multiple legal actions taken against the firm.

8.0 Submittals:

- 8.1** All bids must be submitted in accordance with the Invitation to Bid in opaque sealed envelopes having on the outside the name of the Bidder, Bidder's address, the name of the work for which the bid is submitted, and the date of opening. **One (1) original plus two (2) copies of your bid as well as one (1) CD with all electronic files shall be included.** If forwarded by mail, the sealed envelope addressed to the attention of the Procurement Department containing the bid and marked as directed must be enclosed in another envelope also addressed and marked as directed and sent by registered mail. Faxed or electronic bids will not be considered.
- 8.2** Bids must be submitted on the **Bidder's letterhead** following the Bid Proposal form furnished and as set forth hereinafter.
- 8.3** If the Bid is made by an individual, the Bidder's name and post office address must be shown. If made by a partnership, the business address of the partnership and the names and addresses of all partners must be shown. If made by a corporation, the State wherein the corporation was chartered and the business address of the corporation must be shown. If the Bidder is a corporation of a state other than Florida, the Bidder must be registered to do business in the State of Florida as a foreign corporation.
- 8.4** Bids must be signed by the person or member of the firm making the same, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation with his own name.

**CHANNELSDIE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

Invitation to Bid No. B-001-11
Project No. 11-05410

Instructions to Bidders

- 8.5** Only one Bid from an individual, firm, partnership or corporation under the same or different names will be considered.
- 8.6** Bidder must include all items shown on the Bid forms. All blanks must be filled in. Failure to comply will be cause for rejection, at the sole option of TPA.

9.0 Modification and Withdrawal:

Bids may not be modified after submittal. No bid may be withdrawn after it is filed unless the Bidder makes the request in writing to the TPA prior to the time set for the opening of bids, or unless the TPA fails to accept a bid within the time specified in the Instructions to Bidders after the date fixed for opening bids. A withdrawn bid shall not be re-submitted.

10.0 Opening of Bids:

10.1 Sealed bids will be received and opened at the time and place specified in the Advertisement for Bids, for the work covered by the Plans and the Contract Documents.

10.2 Any bid received after the time and date specified for the bid opening shall not be considered.

10.2.1 Electronic or faxed bids will not be considered.

10.2.2 For informational purposes, the Bidder is advised that the United States Postal Service or Express Mail Services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.

10.2.3 The delivery of said bid to the Procurement Department prior to the time stated in the previous section is solely and strictly the responsibility of the Bidder. The TPA will not be responsible for delays caused by any delivery services that may be used. The Bidder is hereby directed to cause delivery of his bid prior to the bid opening time. The bid delivery time will be strictly observed. **Any bid received after 1:00 pm Eastern Standard Time, on the date referenced above, will not be considered.**

10.3 Preliminary bid results will be made available to all Bidders within 48 hours after staff evaluates the submittals. Final results will be available within 48 hours after the TPA Board of Commissioners meets to approve the selection. All results will be posted on the DemandStar system (www.demandstar.com)

11.0 Bid Evaluation and Award of Contract:

11.1 The award of the contract, if made, will be within one hundred and twenty (120) days after the opening of the Proposals.

11.2 Award of TPA contracts are made to the lowest responsive and responsible Bidder, as determined by the TPA, in its sole and absolute discretion, considering all relevant facts and information. Unbalanced bids on any item may be cause to eliminate that item from the price schedule or to reject the entire proposal, as may be determined by the TPA. The term "Responsible" includes a determination of

whether or not Bidder's Small Business Enterprise (SBE) participation plan meets the TPA's SBE policy.

11.3 In determining whether a particular Bidder is responsible or competent to bid on the project the TPA will consider:

11.3.1 Bidder meets the TPA's minimum experience requirements for project.

11.3.2 Experience on similar projects.

11.3.3 Staff and equipment dedicated to project.

11.3.4 Current construction projects.

11.3.5 Bidder's bonding capacity and financial strength.

11.3.6 Meeting or exceeding goals.

11.3.7 Whether Bidder's Small Business Enterprise (SBE) participation plan meets the TPA's SBE Policy.

11.3.8 Bidder is licensed for performing the work.

11.3.9 References with contact names and telephone numbers.

11.3.10 Contract defaults, terminations for cause, debarments, project claims and litigation history for the past five years.

11.4 The Bids will be uniformly evaluated by the TPA based upon the Bid Unit Rates and using Quantities determined by the TPA for the work which, in the TPA's sole judgment, is considered indicative of the work to be performed during the Contract.

11.5 Unbalanced bids on any item may be cause to eliminate that item from the price schedule or to reject the entire proposal as may be determined by the TPA.

12.0 Small Business Enterprise (SBE) Participation:

12.1 The TPA has adopted a Small Business Enterprises (SBE) Policy for the purpose of increasing contracting and procurement opportunities for SBE firms. A complete listing of registered SBE firms can be obtained from the TPA website (www.tampaport.com). To register as a TPA SBE firm contact Donna Casey, Procurement Assistant at 813-905-5044 or via email at dcasey@tampaport.com.

12.2 The TPA encourages the use of registered SBE firms to the greatest extent possible on TPA projects. **TPA has a goal of 9% SBE participation for each contract.** Bidder shall consider this when submitting on this ITB, as this shall be considered by the TPA when receiving and evaluating the Bidder's submittal. Bidder shall submit a completed Form SBE-1, which shall provide the details of Bidder's SBE Outreach Action Plan, and if less than the goal, Bidder shall submit the SBE Opportunity List, which shall substantiate Bidder's good faith efforts made to include SBEs to the greatest extent possible and plan for including SBE firms on this project. **Bidders who propose less than 9% SBE participation without providing documentation of their good faith efforts in trying to include SBE firms to achieve this target to the greatest extent possible shall be deemed "non-responsive" to the bid.** If a Bidder has been deemed "responsive", but has achieved less than the 9% SBE participation goal, the Bidder's good faith efforts will be analyzed to determine whether the Bidder also qualifies as a "responsible"

Bidder. **It is strongly recommended that the Respondent review and become familiar with the TPA's SBE Policy.** The submittal of the forms without the necessary documentation does NOT satisfy the submittal requirement.

- 12.3** Conflict of Terms: If there is a conflict between the terms and conditions or requirements of the procurement documents and the TPA's May 2008 SBE Policy the SBE Policy shall prevail.

13.0 WAGES Program and Grant Requirements:

- 13.1** This project may be funded by FSTED sources. FSTED funded projects require participation in the Welfare Transition Program. See General Provisions Section 69.05 for additional Welfare Transition Program information and required submittal.
- 13.2** Bidder shall comply with any grant funding requirements that may apply for the Project. These requirements may include, but are not limited to, pay prevailing wages, submitting certified payroll forms, opening contractor's files and records to auditing and other requirements that may apply with local, state or federal grant agencies that may be providing funding for the Project.

14.0 Public Entity Crimes Act:

- 14.1** The Bidder represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Fla. Stat. § 287.133), which essentially provides that a person or affiliate who is a Contractor, Bidder or other provider and 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 TPA, may not submit a bid on a contract with TPA for the construction or repair of a public building or public work, may not submit bids on leases of real property to TPA, may not be awarded or perform work as a contractor, supplier, subcontractor, or the Contractor under a contract with TPA and may not transact any business with TPA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TPA's competitive procurement activities.
- 14.2** In addition to the foregoing, the Bidder further represents that there has been no determination, based on an audit, that it committed an act defined by Fla. Stat. § 287.133, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Bidder has been placed on the convicted vendor list.
- 14.3** The Bidder shall submit a completed and signed Public Entity Crimes Statement Form with the bid.

15.0 Interpretation of Bid Documents:

When conflicting criteria arises as to the interpretation of overlapping permits, regulations, specifications or any of the bid documents, the most stringent interpretation will govern unless modified in writing by the TPA.

16.0 Indemnification:

**CHANNELSDIE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

Invitation to Bid No. B-001-11
Project No. 11-05410

Instructions to Bidders

The winning Bidder, as part of its Contract with TPA, shall be required to indemnify and hold harmless the TPA, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the construction contract. In consideration thereof, the TPA shall pay to Contractor, as part of the stipulated contract price, the sum of twenty-five dollars (\$25.00).

17.0 Insurance Requirements:

For the term of this contract/agreement, the successful Bidder shall procure and maintain insurances of the types and limits specified in the Supplemental General Provisions, Insurance Requirements.

18.0 Qualifications of Contractor:

18.1 The Contractor shall be a Licensed Contractor meeting all qualifications as identified in Contractor Questionnaire.

18.2 Bidders are required to complete and submit the Contractor Questionnaire (Form CQ-1) as part of their bid package.

19.0 Bid Security:

19.1 Each bid must be accompanied by a Certified Check, Cashier's Check, or by a Bid Bond prepared on an approved form, duly executed by the Bidder as Principal and meeting the standards specified herein, in the amount of not less than ten percent (10%) of the amount of the base bid.

19.2 Such Checks or Bid Bonds will be returned to all except the three (3) lowest responsible formal Bidders within ten (10) days after the formal opening of bids, and the remaining Checks or Bid Bonds will be returned within forty-eight (48) hours after the TPA and the successful Bidder have executed the Contract for the work, or if no such Contract is executed, within one hundred and twenty (120) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter if he has not been notified of the acceptance of his bid.

19.3 Failure on the part of the successful Lowest Responsible Bidder, as determined by the TPA, to execute the Contract and file an acceptable bond as provided herein, within ten (10) days after being presented with the prescribed Contract forms, shall be just cause for the annulment of the award and forfeiture of the bid guarantee to the TPA, which forfeiture shall be considered not a penalty but liquidation of damages sustained by the TPA. Award may then be made to the next Lowest Responsible Bidder, or all bids may be rejected, at the sole option of the TPA.

20.0 Public Construction Bond (Guarantee of Faithful Performance, Payment, Workpersonship and Successful Operations):

A Public Construction Bond, meeting the requirements of Section 255.50, Fla. Stat., and the specifications set forth herein, on the forms provided by the TPA, and in the amount not

less than the Contract award amount for the Contract will be required of the successful Bidder for all contract awards before any work is commenced.

21.0 Surety Bond Specifications (applies to Bid, Performance, Payment and Guarantee, Supply and Fidelity, and all other types bonds.):

21.1 All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

Minimum ratings in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Policyholder</u>	<u>Financial</u>
\$0 to \$250,000	B+	Class IV
\$250,001 to \$2,500,000	A	Class V
\$2,500,001 or more	A	Class VI

21.2 Current certificate of authority as acceptable surety on Federal Bonds in accordance with U. S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR §§ 223.10 - 223.111). Further the surety company shall provide the TPA with evidence satisfactory to the TPA, that such excess risk has been protected in an acceptable manner.

21.3 Notwithstanding the foregoing Paragraph, Surety Bond Specification, paragraphs 1 and 2, in the event the bond requirement does not exceed \$500,000, bonds with a surety company in compliance with the following requirements shall be acceptable.

21.3.1 The surety company holds a certificate of authority authorizing it to write surety bonds in Florida.

21.3.2 The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

21.3.3 The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.

21.3.4 The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. §§ 9304 - 9308.

21.4 In order to qualify as an acceptable surety company under this subparagraph (d), a Certificate and Affidavit for Surety Bond Insurer (Form DCPS-1) (See SBA-1) shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

22.0 Additional Bond:

22.1 If, at any time after delivery of Performance, Payment and Guarantee Bond, the TPA deems the surety or sureties upon the bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense within five (5) days after the receipt of notice from the TPA so to do, furnish an additional bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the TPA.

22.2 In such event, in addition to the other remedies available to TPA, no further payments to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the TPA.

23.0 Compliance:

The TPA has the right to reject the bid or annul the award in the event the bid does not comply with any of the requirements outlined herein.

24.0 Public Records Law:

In accordance with Florida Statutes Chapter 119, it is the policy of the TPA that all records are open for personal inspection and copying by any person. Providing access to public records is a duty of the TPA. Subject to the restrictions of copyright and trade secret laws and public records exemptions, information provided to the TPA will be available for disclosure for inspection and copying by any person. If you have questions or concerns regarding the confidentiality of your records, please consult with your attorney *prior to* disclosing required information to the TPA.

25.0 Notice of Protest:

Any Bidder wishing to protest the preliminary ranking of an award must file a protest bond (in the amount of ten percent (10%) of the total bid amount, but no less than \$5,000.00) and their written protest with the Procurement Department of the TPA by 5:00 p.m. no later than the fifth (5) business day after the posted ranking of the contract. The protest should (1) state how they have standing in accordance with applicable law; (2) state with specificity any alleged errors that the Bidder believes the TPA has committed during the procurement process; (3) demonstrate how these errors influenced the rankings or how these errors would require the TPA to repeat the procurement process; and (4) state the desired remedy. The TPA's CEO or designee will review all applicable proposals/bids and the preliminary ranking, and then notify the protestor of his or her findings and final decision. The TPA may, but is not required to, consider a stay in the contract execution. Further action shall be pursued and venue maintained in Hillsborough County Circuit Court.

26.0 Florida Registered Agent:

The name of the Florida Registered Agent for the Surety Company shall be listed in the prescribed space on the forms provided by the TPA for both the Bid Bond and the Public Construction Bond.

27.0 Power of Attorney:

**CHANNELSDIE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

Invitation to Bid No. B-001-11
Project No. 11-05410

Instructions to Bidders

Attorneys-in-fact who sign Bid Bonds or Public Construction Bonds must file with such bond a certified copy of their Power Of Attorney to sign such bond.

28.0 Questionnaire:

The Bidder must include with its Proposal a completed questionnaire, Form CQ-1, which will provide information on Contractor's licenses, experience, equipment, and staffing for performing the work, as well as references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used in helping to evaluate the responsibility of the Bidder for performing the project. Failure to submit a completed Form CQ-1 may be cause for rejection at the sole option of the TPA.

29.0 Bid Alternates:

The TPA reserves the right in its sole determination to select or dismiss any Bid Alternate for inclusion in the Contract Award.

30.0 Form BI-1, Bid Submittal Review:

To assist potential Bidders in preparing and submitting completed Bid Proposals, the following Form BI-1 is attached for Bidders use.

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FORM BI-1

BID SUBMITTAL REVIEW

- | | |
|---|----------------|
| 1. Bidder acknowledges Addendum when issued. | Paragraph 3.4 |
| 2. Unit Bid Price entries are correctly extended and addition is correct. | Paragraph 5.5 |
| 3. Proposal is free of alterations of the form, additions not called for, conditions or unauthorized alternate bids or irregularities. | Paragraph 7.2 |
| 4. One (1) original plus two (2) copies of the bid proposal as well as one (1) CD with all electronic files is included | Paragraph 8.1 |
| 5. Proposal submitted on TPA Proposal Form with the signature page on the Bidders letterhead (or addendum Proposal Form when issued). | Paragraph 8.2 |
| 6. Bidder identifies type of business entity; submits properly executed proposal. | Paragraph 8.3 |
| 7. Proposal is signed by an authorized individual. | Paragraph 8.4 |
| 8. Bidder submits only one proposal. | Paragraph 8.5 |
| 9. Bidder indicates if it is a certified small business enterprise firm (SBE). | Paragraph 12.0 |
| 10. Bidder submits its SBE Outreach Action Plan, Form SBE-1. | Paragraph 12.2 |
| 11. If Bidder's SBE Outreach Action Plan is less than the 9% goal, submit Form SBE-1 /SBE Opportunity List with full documentation reflecting good-faith efforts in trying to achieve the SBE target. | Paragraph 12.2 |
| 12. Bidder submits a signed Public Entity Crimes Act, Form PEC | Paragraph 14.0 |
| 13. Proposal is accompanied by the required Bid Security. | Paragraph 19.1 |
| 14. Bid security is not less than ten percent (10%) of the bid total (by qualified surety with Power of Attorney and proper Certificate and Affidavit For Surety Bond Insurer, or certificate stamps if certified check). | Paragraph 19.1 |
| 15. Certificate and Affidavit for Surety Bond Insurer is executed by a surety officer, if required. | Paragraph 21.4 |
| 16. Surety's Florida Registered Agent is listed as described. | Paragraph 26.0 |
| 17. Surety's Power of Attorney is attached to the Bid Bond if required. | Paragraph 27.0 |
| 18. Bidder submits a completed Questionnaire, Form CQ-1. | Paragraph 28.0 |

TAMPA PORT AUTHORITY

BID PROPOSAL FORM

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SUBMITTED BY: _____
(Company Name)

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

Invitation to Bid ITB B-004-11
TPA Project No. 11-05410

Bid Proposal

BID PROPOSAL FORM

Date: _____

TAMPA PORT AUTHORITY
Attention: Bruce A. Laurion, Chief Engineer
1101 Channelside Drive
Tampa, FL 33602

Subject: Channelside Garage Lighting Improvements
Invitation to Bid ITB B-004-11
TPA Project No. 11--05410

Dear Mr. Laurion:

Having carefully examined the Instructions to Bidders, Supplementary Instructions to Bidders, the terms of the Contract, General Provisions, Supplementary General Provisions, Special Provisions and Technical Specifications, Plans or Drawings (if issued), of the above subject contract, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included in this bid proposal form.

The undersigned acknowledges that they understand the following conditions that within the price schedules any unit prices other than lump sum (i.e. EA, Ton, LF, Day, Month, CY, SY) and extended amounts indicated with brackets around the insertion lines are considered to be deducts or credits to the overall project cost. Calculations of price schedule extensions and price totals shall appropriately account for individual deductive and additive pay items.

Submitted By: _____
(Company Name)

Total Base Bid Amount: \$_____

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

Invitation to Bid ITB B-004-11
TPA Project No. 11-05410

Bid Proposal

PRICE SCHEDULE – BASE BID

GENERAL WORK:

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	EXTENDED AMOUNT
G1.	Consideration for Indemnification of the Authority	LS	1	\$ _____	\$ _____
G2.	Consideration for Bond Premium, (not to exceed 3% of the Bid Price)	LS	1	\$ _____	\$ _____
G3.	Mobilization and Demobilization, (not to exceed 10% of the Bid Price)	LS	1	\$ _____	\$ _____
G4.	General Conditions	Month	4	\$ _____	\$ _____
G5.	Record Drawings (in AutoCAD)	LS	1	\$ _____	\$ _____
G6.	Permit Allowance Item	AL	1	\$ _____	\$ _____
TOTAL GENERAL WORK PRICE				\$ _____	

WORK:

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	EXTENDED AMOUNT
E1.	LED Lighting Improvements	LS	1	\$ _____	\$ _____
E2	LED Lighting Controls and Panels	LS	1	\$ _____	\$ _____
E3	Spare Light Fixture Type "A"	LS	1	\$ _____	\$ _____
E4	Spare Light Fixture Type "C"	LS	1	\$ _____	\$ _____
TOTAL WORK PRICE				\$ _____	

TOTAL PRICE \$ _____

Written Amount: _____ **Dollars and** _____ **Cents**

TAMPA PORT AUTHORITY

CONTRACTOR QUESTIONNAIRE **FORM CQ-1**

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

CONTRACTOR QUESTIONNAIRE - FORM CQ-1

Contractor shall complete this questionnaire and submit it with its bid.

I. Name of Primary Contractor: _____

Location of primary, office which will handle this project: _____

II. This Project requires that have an Electrical Contractor's License from either the State of Florida or Hillsborough County, and a business license in Hillsborough County.

License Numbers _____

Hillsborough County or State of Florida (please Circle licensing agency)

III. This Project requires that Contractor have experience doing electrical and lighting improvements. Provide information on at least three projects that Contractor performed within past five years that were similar to this project.

IV. Where did you learn of this procurement (please check all that apply):

_____ Demand Star _____ Tampa Tribune _____ St. Petersburg Times
_____ FL Sentinel Bulletin _____ La Gaceta _____ Email

V. Provide information on Contractor's staff and equipment that will be assigned to this Project including name, years experience, and credentials including professional licenses.

A. Staff:

POSITION	EMPLOYEE NAME	CREDENTIALS	YEARS EXP
Project Manager			
Superintendent			

B. Equipment:

Type of Equipment	Model No.	Size/Capacity	Age	Owned, Leased, or Subcontract Item

VI. Performance Record – List chronologically, starting with the last project, at least three pertinent _____ projects completed by your organization within past five years that are similar to this project.:

A. Project # 1

1. Project Name: _____
2. Owner Name: _____
3. Contact Name: _____
4. Contact Address: _____

5. Owner Telephone: _____

6. Date Project completed: _____

7. Dollar Amount: _____

8. System Voltage Worked: _____

9. Describe Your Specific Scope of Work:

10. General Contract Amount: _____

i. Your Participation was: _____

ii. Completion Date: _____

iii. Was Project completed on time? _____

iv. Was Project Completed within budget? _____

If not explain: _____

v. Penalties imposed? (yes or no; if yes explain) _____

vi. Any liens, claims, or lawsuits? (Yes or No, if Yes explain): _____

vii. If a W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal?

- viii. Provide names and phone numbers of the W/MBE or SBE firms used on the project:

- ix. Any other pertinent information? _____

B. Project # 2

1. Project Name: _____
2. Owner Name: _____
3. Contact Name: _____
4. Contact Address: _____

5. Owner Telephone: _____
6. Date Project completed: _____
7. Dollar Amount: _____
8. System Voltage Worked: _____
9. Describe Your Specific Scope of Work:

10. General Contract Amount: _____
 - i. Your Participation was: _____
 - ii. Completion Date: _____
 - iii. Was Project completed on time? _____
 - iv. Was Project Completed within budget? _____
If not explain: _____

 - v. Penalties imposed? (yes or no; if yes explain) _____

 - vi. Any liens, claims, or lawsuits? (Yes or No, if Yes explain): _____

-
- vii. If a W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal?

-
-
- viii. Provide names and phone numbers of the W/MBE or SBE firms used on the project:

-
-
-
-
- ix. Any other pertinent information? _____

C. Project # 3

1. Project Name: _____
2. Owner Name: _____
3. Contact Name: _____
4. Contact Address: _____

5. Owner Telephone: _____
6. Date Project completed: _____
7. Dollar Amount: _____
8. System Voltage Worked: _____
9. Describe Your Specific Scope of Work:

10. General Contract Amount: _____
 - i. Your Participation was: _____
 - ii. Completion Date: _____
 - iii. Was Project completed on time? _____
 - iv. Was Project Completed within budget? _____
If not explain: _____

 - v. Penalties imposed? (yes or no; if yes explain) _____

 - vi. Any liens, claims, or lawsuits? (Yes or No, if Yes explain): _____

-
- vii. If a W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal?

-
-
- viii. Provide names and phone numbers of the W/MBE or SBE firms used on the project:

-
-
-
-
- ix. Any other pertinent information? _____

Use additional sheets as necessary.

- D.** Provide a list of Contractor's active construction contracts which are currently in progress along with Owner's contact name and telephone number.

Contract Description	Contract Amount	Percent Complete	Owner's Representative	
			Name	Phone

Financial Status of Contractor:

E. Contractor's bonding capacity:

1. Maximum Bonding Capacity for Single Project: \$ _____
2. Maximum Aggregate Bond Capacity: \$ _____
3. Currently bonded: \$ _____
4. Net Bonding Capacity (2-3): \$ _____

- F.** Name of Surety that will provide you a Public Construction Bond for the project (if different from Surety providing Bid Bond):

- G.** Attach a copy of the Primary Contractor's most recent annual Financial Statement, including available reports from investigative organizations (Dun & Bradstreet, etc.). These reported should indicate Long Term Assets and Liabilities of the firm and its financial standing, **OR** complete the following:

ASSETS:

- | | |
|---|----------|
| 1. Cash on hand | \$ _____ |
| 2. Cash on deposit | \$ _____ |
| 3. Cash elsewhere | \$ _____ |
| Total Cash | \$ _____ |
| 4. Deposits with bids | \$ _____ |
| 5. Due (from completed contracts) | \$ _____ |
| 6. Earned (incomplete contracts) | \$ _____ |
| 7. Retention (incomplete contracts) | \$ _____ |
| 8. Earned but not billed (incomplete contracts) | \$ _____ |
| 9. Ordinary accounts receivable | \$ _____ |
| 10. Stocks and bonds at present market value | \$ _____ |
| 11. Building and Loan at present withdrawal value | \$ _____ |
| 12. Other quick assets (due in 90 days) | \$ _____ |
| Total Quick Assets | \$ _____ |

Liabilities

- | | |
|---|----------|
| 1. Current notes payable to conclusion of contract period | \$ _____ |
| 2. Accounts payable | \$ _____ |
| 3. Other current liabilities | \$ _____ |
| Total Current Liabilities | \$ _____ |

FINANCIAL SUMMARY

- | | |
|---|----------|
| Net Quick assets (Assets – Liabilities) | \$ _____ |
| Available lines of credit | \$ _____ |
| TOTAL NET QUICK ASSETS | \$ _____ |

H. Provide a list of Project References

Description	Owners Rep	Phone

- I. Provide a list of five sub-contractors of different trades, preferably located in the Tampa area, that you have used within the past five years. At least one of the firms should be a SBE Firm or other community outreach program (i.e. W/MBE with FDOT, W/MBE with City of Tampa or Hillsborough County)**

- J. List any Contract defaults or Owner Terminations for cause, which CONTRACTOR has had in at least the past five years.**

Project Description	Year	Owner's Rep Name	Phone

- K. Provide detailed information of any contracts you have had within the past five years, which resulted in claims or litigation, even if they were settled out of court, or if you were a third party involved in any litigation or claim of negligence, errors or omissions.**

Use additional sheets as necessary.

- L.** List any EPA, FDEP or County Environmental violations or fines imposed on Contractor during last five (5) years:

- M.** List any OSHA violations or fines that your firm has had within the last five (5) years.

BUSINESS INFORMATION

A. Business Organization

1. Number of years your firm (under any name) has been in business
 - i. With same person in top management position
 - ii. Under present name
 - iii. Number of years in Florida
2. Total number of full-time staff
 - i. Additional Part-time Staff
3. States in which you work:
4. Other

B. Experience

1. State the total construction volume and value that your organization has been responsible for in the past five years in:
 - i. Total Dollar value _____
 - ii. Number of Contracts _____
2. List the dollar volume and number of governmental projects you have completed in the past 5 years
 - i. Dollar Value _____
 - ii. Number of government projects _____
3. Provide a separate corporate profile of your staff listing classification of personnel, number of personnel and combined years of experience, e.g.:

CLASSIFICATION	CONSTRUCTION		
	Number Personnel	Combined Years of Experience	No. of 4-year Degrees
Project Manager	_____	_____	_____
Scheduler	_____	_____	_____
Estimator	_____	_____	_____
Project Accountant	_____	_____	_____
Contract Administrator	_____	_____	_____
Construction Manager (field)	_____	_____	_____
Other	_____	_____	_____

C. Workload

1. Total number of projects in the active planning phase _____
Dollar Amount _____
2. Total number of projects presently under construction _____
Dollar Amount _____

The Contractor signature below attests that the information provided herein is true and accurate

_____ Signed	_____ Title	_____ Date
-----------------	----------------	---------------

Printed or typed name

TAMPA PORT AUTHORITY

BIDDERS SBE OUTREACH ACTION PLAN (FORM SBE-1)

FOR

INVITATION TO BID

ITB NO. B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SBE-1 FORM

SBE OUTREACH ACTION PLAN

(MUST BE FULLY COMPLETED AND SUBMITTED WITH PROPOSAL)

SBE liaison for the Contract: _____

Proposer's / Bidder's Name: _____ Phone: _____

SBEs to be used on Contract

#	SBE Name, Contact Name and Phone #	Date Contacted	Scope of Work	Certifying Agency	Sub-contract % / \$\$\$
1					%
					\$
2					%
					\$
3					%
					\$
4					%
					\$
5					%
					\$
6					%
					\$

Proposer's / Bidder's Total Project SBE participation goal for this project: ____%. (If Proposer / Bidder is an SBE registered with the TPA, it must be indicated on this form.)

USE ADDITIONAL PAGES AS NEEDED._____
Proposer's / Bidder's Name_____
Proposer's / Bidder's Address_____
Proposer's / Bidder's Signature_____
Date

SBE-1 FORM**SBE Opportunity List**

Proposer's / Bidder's Name: _____ Phone: _____

SBE Opportunity List: List the SBE firms that were contacted and the reason they were not considered in the Action Plan:

#	SBE Name, Contact Name and Phone #	Date Contacted	Scope of Work	Certifying Agency	Reason Not Considered in Action Plan
1					
2					
3					
4					
5					
6					

USE ADDITIONAL PAGES AS NEEDED

Note: The TPA has established a 9% SBE participation goal as a target for each of its contracts for those Respondents that are not themselves a SBE registered with the TPA. Respondents that are registered with the TPA, the City of Tampa or Hillsborough County must indicate their status on this form. Those firms who propose less than 9% SBE participation without providing documentation of their good faith efforts in trying to include SBE firms to achieve this target to the greatest extent possible shall be deemed "non-responsive" to the bid. If a Respondent has been deemed "responsive", but the Respondent has achieved less than the 9% SBE participation goal, the Respondent's good faith efforts will be analyzed to determine whether the Respondent also qualifies as a "responsible" bidder.

Respondents should be aware that the TPA's policy changed in 2008, and the TPA does not accept SBE certifications from every public agency. For information on qualifying agencies, Respondents should contact Donna Casey of the TPA's Procurement Department at 813-905-5044. AS A MATTER OF INFORMATION, THE TPA'S LIST OF REGISTERED SBE FIRMS CAN BE FOUND ON THE TPA'S WEBSITE AT WWW.TAMPAPORT.COM.

TAMPA PORT AUTHORITY

PUBLIC ENTITY CRIMES STATEMENT

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS

STATEMENT

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SWORN STATEMENT PURSUANT TO SECTION 287.133, FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TAMPA PORT AUTHORITY

by _____
(print individually, name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____ (if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287. 133(1)(a), Florida Statutes, means: 1) a predecessor or successor of a person convicted of a public entity crime; or 2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement, **[please indicate with a check mark which statement applies]**.

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; or

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; or

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR FOR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR Produced identification _____

(Type of identification)

Notary Public-State of _____

My commission expires _____

(Printed typed or stamped
commissioned name of notary public)

TAMPA PORT AUTHORITY

BID BOND AND SURETY BOND

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here in after 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 firmly bound unto the Tampa Port Authority, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Tampa Port Authority, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Tampa Port Authority, a proposal for the _____

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

"NOW, THEREFORE: The conditions of this obligation are such that if the Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of Award of Contract, execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein in the form and manner required by the Tampa Port Authority and execute a sufficient and satisfactory Public Construction Bond, payable to the Tampa Port Authority and deliver documents which are condition to commencing the work...". then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure within the time specified above, immediately pay to the aforesaid Port Authority 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____.

(Seal)

Principal

BY _____

(Seal)

Surety

BY _____

Countersigned _____

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA PORT AUTHORITY
RE: PROJECT NO. 11-05410

BIDDER: Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____
SURETY BOND INSURER
Name : _____
Address: _____
Telephone: _____

Before me, the undersigned authority, personally appeared, _____
_____ on this _____ day of _____, 20____ who hereby certifies that,
in accordance with Section 287.0935, Florida Statutes, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304-9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insure

STATE OF: _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me or _____ has produced _____ as identification and did take an oath.

(Notary, check appropriate blank; and if obtaining identification, fill in appropriate identification number.)

Notary Public

(Printed Name of Notary)

My Commission Expires:

(Serial Number, if any)

TAMPA PORT AUTHORITY

CONTRACT

FOR

INVITATION TO BID

ITB NO. B-001-11

PROJECT NO. 11-05410

ENTITLED:

CHANNELSIDE PARKING GARAGE LED
LIGHTING IMPROVEMENTS

CONTRACT

THIS AGREEMENT is made and entered into effective as of the ____ day of _____, 20____ by and between the Tampa Port Authority, a body politic and corporate under and by virtue of the laws of the State of Florida, hereinafter referred to as "Authority", and _____ a _____ [state] company with an office address of _____ hereinafter referred to as "Contractor".

WITNESSETH, that the Authority and the Contractor, for and in consideration of the sums and payments set forth below and other valuable considerations, do hereby mutually covenant, contract and agree as follows:

1. Description of Work

Contractor hereby agrees to furnish all of the labor, materials, equipment services, transportation, and incidentals necessary to perform all of the work described in the Contract Documents, including but not limited to the Plans, Specifications and Addenda thereto for the Projects described as ITB _____ Project No. _____, Project Name _____.

2. Contract Documents

The documents listed below and other documents identified with said work entitled ITB _____, Project No. _____, Project Name _____ are incorporated herein by reference, the same as though fully written herein or attached hereto, and without being limited thereto, this "Contract" consists of the following:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Bond
- d. Public Construction Bond
- e. Certificate and Affidavit for Surety Bond Insurer
- f. Certificate of Insurance
- g. General Provisions
- h. Supplementary General Provisions
- i. Bid Proposal Form
- j. Public Entity Crimes Statement
- k. Contract
- l. Certificate of Insurance
- m. Small Business Enterprise Policy and Outreach Plan
- n. Exhibit A – Technical Specifications
- o. Exhibit B – Drawings (Plans) when listed in Table of Contents
- p. Exhibit C – Permits (when issued)
- q. Addenda (when issued)
- r. Change Orders (when issued)
- s. Supplemental Agreements (when issued)

3. Performance

Contractor represents that Contractor has thoroughly studied and checked the drawings, specifications and schedules for the proposed work and that Contractor has all of the labor, tools, applications, equipment, machinery and material required therefore, and Contractor covenants and agrees to furnish all such labor, tools, applications, equipment,

machinery and material required and to perform the proposed work, generally doing or causing to be done all things necessary to complete the project with high quality materials and work and in strict accordance with the contract documents, plans, specifications and schedules set forth herein. Contractor warrants, without assuming any architectural or engineering responsibility, that the plans and specifications are consistent, practical, feasible, and constructible.

4. Contract Time

- A. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice To Proceed (NTP) issued by Engineer. The Work to be performed under this Contract shall be commenced within fifteen (15) calendar days after the date established as Day Number One in the Notice to Proceed. Whether or not the Notice to Proceed has been issued, Contractor will not be permitted to commence or continue construction efforts if all conditions precedent to commencement under the Contract Documents have not been satisfied.
- B. Notice of Commencement and the Public Construction Bonds required by Fla. Stat. § 255.05 (1)(a), must be executed and recorded by Contractor in the public records of the Hillsborough County where the improvements are located prior to commencing construction. Authority required insurance, as described in these Contract Documents, must be approved by the Authority prior to commencing construction. Evidence of all required permits, documents and public recordings, must be submitted to Engineer prior to commencing work.

5. Failure to Complete the Work on Time

- A. Time is of the essence throughout this Contract. Contractor acknowledges and agrees that the timely performance of the Work is vitally important to the interests of the Authority and that the Authority may suffer damages in the event the Contractor does not accomplish Substantial Completion of the Work within one hundred twenty (120) calendar days from the date established as Day Number One in the Notice to Proceed, and with the project complete and ready for final payment within thirty (30) calendar days from the date of the Engineer's Final Inspection and Notice of Substantial Completion. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Authority as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. The below-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given. Therefore, it is agreed by the parties that upon occurrence of each such failure to accomplish Substantial Completion that Authority shall be entitled to liquidated damages from and against Contractor as follows:
- B. Upon failure of Contractor to substantially complete the Contract within the specified period of time, plus approved time extensions, Contractor shall be assessed liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day after the time prescribed above for Substantial Completion, plus any approved time extensions.
- C. After Substantial Completion, should the Contractor fail to complete the remaining work (punch list work) within the time prescribed above, plus approved time extensions thereof, for completion and readiness for final payment, Contractor shall be assessed liquidated damages in the amount of Twenty Five Dollars (\$25.00) for each calendar day after the time so prescribed above, plus any approved time extensions, for

completion and readiness for final payment. Such amounts are not penalties, but are liquidated damages to the Authority for its inability to obtain full beneficial occupancy of the Project.

- D. Authority is authorized to deduct liquidated damages from monies due to Contractor for the work under this Contract or as much thereof as Authority may, at its own option, deem just and reasonable. Contractor shall be responsible for reimbursing Authority, in addition to liquidated damages, for all costs incurred by Engineer in administering the construction of the project beyond the completion date prescribed above or beyond an approved extension of time granted to Contractor, whichever date is later. Such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit change orders issued periodically by Authority as costs are incurred by Engineer.

6. Contract Sum

- A. Authority shall pay to Contractor, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, and based on the estimated quantities and unit prices contained in the proposal, but subject to modification to the extent that actual quantities constructed differ from the estimated quantities, a total sum as follows: _____ Dollars and _____ Cents (\$ _____)
- B. In the event there is a conflict between the unit bid price and the extension thereof made by the Bidder, the unit bid price shall govern and the Authority shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

7. Payments

- A. On or about the twenty-fifth day of each month the Port Engineer or other person designated by the Authority for that purpose will, in consultation with the Contractor, estimate the value of the work done and the materials delivered and stored at the Authority's premises for the current monthly payment period. Contractor shall submit two (2) completed Applications for Payment on the first day of the month on a form approved by Engineer. A completed Application for Payment shall be signed by an officer of the company, or by an individual authorized by Contractor in writing to fully bind the company. The Application for payment shall be embossed with the company seal on said application. Payment will be made to Contractor, less retainage, previous payments, and discounts within twenty five (25) business days after the date on which the payment request is stamped as received if an agent must approve the payment request prior to the payment request being submitted to the local governmental entity, or within twenty (20) business days after the date on which the payment request is stamped as received if an agent need not approve the payment request.
- B. Contractor shall submit to the Authority, with each monthly submittal of invoices a written report, in the form of SBE-2, setting forth the current Small Business Enterprise (SBE) participation on the Contract as a condition precedent to the Authority's payment of said invoice(s). The report shall include, among other things, the name of each SBE firm, a description of the work performed by each firm, and the dollar value of the work performed by each firm.

8. Small Business Enterprise (SBE) Program Obligations:

- A. The Authority has adopted a Small Business Enterprises Policy for the purpose of increasing contracting and procurement opportunities for SBEs, see paragraph 12.0 in General Provisions. A copy of the SBE Policy is appended to the General Provisions.
- B. The Contractor understands that each SBE firm utilized on the Project must be certified by an agency acceptable to the Authority under its SBE Policy. Any proposed changes of participants from that listed on SBE-1 shall Contractor prior approval by the Authority.
- C. By executing this Contract, the Contractor covenants and agrees that it shall use its good faith efforts to ensure that SBEs have the maximum opportunity to compete and perform sub-contracts to achieve the participation goal. Contractor has submitted Form SBE-1, which is its SBE Outreach Action Plan for including SBE Firms on the project. Failure of the Contractor to achieve the SBE participation committed to on form SBE-1 may be a material breach of the Contract.
- D. In the event the Contractor is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE Firms on the project to meet or exceed Contractor's commitment as submitted with its bid on SBE-1 "Bidder's SBE Outreach Action Plan", the Authority may impose sanctions against the contractor including, but not limited to:
 - i. Withholding payments to the Contractor under the Contract until the Contractor remedies the SBE Outreach Action Plan deficiency.
 - ii. Termination of the Contract.
 - iii. Debarment of the Contractor from bidding on future Tampa Port Authority projects.
- E. The Contractor understands that it is the responsibility of the Port Engineer and the Port Procurement Department to monitor Contractor's compliance with the SBE Policy. In that regard, the Contractor agrees to furnish monthly reports, using Form SBE-2, to the Port Engineer on the progress of its SBE participation.

9. Contract Modifications: Extra Work or Unclassified Work

- A. Quantities of work or material in excess of those named in the Proposal and Bid, and of the same kind, are not to be considered as extra work, and such excess, when authorized in writing by the Port Engineer, will be paid for at contract rates, as specified in the Proposal, as further described in the Contract Documents.
- B. By mutual agreement this Contract may be modified by Change Order during the term of the Contract to include additional work substantially similar to work required under the Contract on property of Authority within the Hillsborough County Port District.

10. Insurance

Contractor shall maintain, in full force and effect, and in the amounts shown, all insurance coverage as further described herein these Contract Documents. In addition to the requirements and specifications therein, Authority shall be named as an additional insured on each policy, except for the worker's compensation coverage.

11. Indemnification

Responsibility for Damage, Claims, and Insurance. The Contractor agrees to indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the

Contractor and persons employed or utilized by the Contractor in performance of the contract.

12. Bond

Contractor shall obtain, execute, and deliver to the Authority a Public Construction Bond in accordance with Fla. Stat. § 255.05, as further described herein these Contract Documents.

13. Contractor's Record Retention

A. Contractor and its sub-contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and the agencies funding grant funds for:

- a. 3 years after final payment or, for certain records;
- b. Contractor and sub-contractors shall make available the forgoing records and supporting evidence for a longer period of time if:
 - i. A retention period longer than three years if specified in any contract clause; or
 - ii. The Contractor, for its own purposes, retains the foregoing records and supporting evidence for a longer period. Under this circumstance, the retention period shall be the period of the Contractor's retention or 3 years after final payment, whichever period expires first.
 - iii. Nothing in this section shall be construed to preclude a Contractor or Sub-contractor from duplicating or storing original records in electronic form unless they contain significant information not shown on the record copy. Original records need not be maintained or produced in an audit if the Contractor or sub-contractor provides photographic or electronic images of the original records and meets the following requirements:
 - 1) The Contractor or Sub-contractor has established procedures to ensure that the imaging process preserves accurate images of the original records, including signatures and other written or graphic images, and that the imaging process is reliable and secure so as to maintain the integrity of the records.
 - 2) The Contractor or Sub-contractor maintains an effective indexing system to permit timely and convenient access to the imaged records.
 - 3) The Contractor or Sub-contractor retains the original records for a minimum of one year after imaging to permit periodic validation of the imaging systems.
 - iv. If any information described herein is maintained on a computer, Contractor shall retain the computer data on a reliable medium for the time periods prescribed. Contractor may transfer computer data in machine-readable form from one reliable computer medium to another. Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. Contractor shall also retain an audit trail describing the data transfer. For the record retention time periods prescribed, Contractor shall not destroy, discard, delete, or write over such computer data.

14. Disputes

In the event of a dispute relating to or arising from this Contract, the parties agree that jurisdiction and venue for any litigation would reside in the appropriate state court located in Hillsborough County, Florida. FURTHER, BOTH PARTIES HEREBY AGREE AND STIPULATE TO WAIVE ANY RIGHT TO A TRIAL BEFORE A JURY OF ANY MATTER ARISING FROM OR RELATING TO THIS CONTRACT.

15. Assignments

The Contractor shall not assign this Contract to any other party without the prior written consent of the Authority.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the Authority without cause whenever the Authority, at its sole discretion, shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery of written Notice of Termination to the Contractor at least two (2) weeks prior to the date of termination. Said notice shall instruct the Contractor on how to proceed in completing any unfinished work and demobilizing from the site. The Authority will pay for the progress of work completed by the Contractor to the date established for termination and cessation of work, as further described herein the Contract Documents.

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CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS

Sample Contract

Invitation to Bid No. B-001-11

Project No. 11-05410

IN WITNESS WHEREOF, this Contract has been executed by the parties this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

TAMPA PORT AUTHORITY

1101 Channelside Dr.

Tampa, FL 33602

Print Name: _____

By: _____
Print Name: Richard A. Wainio
Port Director & CEO

Print Name: _____

(Seal)

(Contractor must indicate whether Corporation, Partnership, Company or Individual).

Approved as to Form and Content this _____ day of _____, 20__.

The person signing shall in his/her own handwriting, sign the Company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice President, he/she must, by affidavit, show his/her authority to bind.

Port Counsel

Signed, sealed and delivered
in the presence of:

[CONTRACTOR name, address]

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

(Seal)

TAMPA PORT AUTHORITY

PUBLIC CONSTRUCTION BOND

FOR
TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the TAMPA PORT AUTHORITY, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and Owner for construction of Channelside Parking Garage LED Lighting Improvements at the Tampa Port Authority, Contract No. 11-05410 the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), 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.

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(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON: _____, 20__.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____

Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Contractor Address: _____

Surety Address: _____

Contractor Telephone No.: _____

Surety Telephone No.: _____

Telecopy No.: _____

Telecopy No.: _____

By: _____

(Seal)

Florida Registered Agent

(Attach "Certificate & Affidavit From Attorney" from Surety).

Name: _____

Title: _____

Address: _____

This form complies with Section 255.05, Florida Statutes.

Telephone No.: _____

Telecopy No.: _____

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA PORT AUTHORITY
RE: CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS
ITB B-001-11, PROJECT No. 11-05410

CONTRACTOR:

Name: _____
Address: _____

Telephone: _____

AMOUNT OF BOND: _____
SURETY BOND INSURER

Name : _____
Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____
_____ on this _____ day of _____, 20____, who hereby certifies that, in accordance
with Section 287.0935, Florida Statutes, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304-9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF: _____
COUNTY OF: _____

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me or _____ has produced _____ as identification and did take an oath.

(Notary, check appropriate blank; and if obtaining identification, fill in appropriate identification number.)

Notary Public

(Printed Name of Notary)

My Commission Expires:

(Serial Number, if any)

TAMPA PORT AUTHORITY

INSURANCE CERTIFICATE **(SAMPLE)**

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Tampa Port Authority is named as additional insured.

CERTIFICATE HOLDER

Tampa Port Authority
1101 Channelside Drive
Tampa, FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PLEASE READ CAREFULLY

**TAMPA PORT AUTHORITY
CERTIFICATE OF INSURANCE EXPLANATION**

The Tampa Port Authority (TPA) requires a Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will remain in effect for the term of the contract or project. If any of the required insurance coverages are cancelled, changed, or coverages reduced, except in the application of the aggregate liability limits provisions, so as to adversely effect the insurance described on the Certificate of Insurance, a thirty (30) day prior written notification to the TPA (certificate holder) is required to the address shown on the certificate. The policies listed on the certificate are primary to any insurance carried by the certificate holder for this specific location, project or event.

The TPA must have the **right** of notice of cancellation, non-renewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the TPA as evidenced through this Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance provide written acknowledgement by the insurance company or companies shown in the certificate, is to show proof to the TPA that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the TPA's certificate form.

The TPA must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days advanced written notice is given to it,

No activity shall begin until an Insurance Certificate is received properly completed. Your cooperation in providing the TPA with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion, and delay in allowing the subject matter of this agreement to be accomplished.

**EXPLANATION OF
SEPARATION OF INSURERS A/K/A
SEVERABILITY OF INTEREST PROVISION**

With respect to claims involving any insured's at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

TAMPA PORT AUTHORITY

GENERAL PROVISIONS

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB NO. B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE LED
LIGTING IMPROVEMENTS**

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GENERAL PROVISIONS

Note: Although included in the General Provisions, each section may not specifically apply to this contract but in no way relieves Contractor of responsibility of its requirements.

1. Definitions And Terms:

To avoid undue repetition, whenever the following terms are used (or pronouns used in place of them) in these Contract Documents or any other documents forming a part of the Contract, the intent and meaning of such terms shall be interpreted as follows:

1.01 **Addenda:** Written interpretations or revisions of any of the Bidding Documents issued by TPA.

1.02 **Application for Payment:** A notarized, written request, personally signed by Contractor or his authorized representative, submitted to TPA, on the dates as prescribed herein, prepared on AIA Document G702 or TPA-approved similar format and including AIA Document G703 Continuation Sheet or TPA-approved similar format, that describes Contractor's Schedule of Values, quantity(s) and value of work completed to date, previous total requested for payment and current requested payment, approved material(s) stored, and amount of retainage; and delivered to TPA as prescribed herein these Contract Documents.

1.03 **As Built Drawings:**

1.03.01 **On Site As Built Drawings:** A record of the constructed work, maintained on site at all times, with daily "red line" entries by Contractor indicating all work completed and materials installed and horizontal and vertical locations of all existing underground systems and structures encountered during the progress of The Work.

1.03.02 **Record Drawings:** Drawings submitted by Contractor precedent to Final Payment, (a) as a certified document copy, prepared and certified by a licensed Florida Surveyor and Mapper pursuant to Chapter 61G17-6 Florida Administrative Code, and (b) as electronic file format, AutoCad ver. 2004 or 2005, providing vertical and horizontal control for all accessible elements of the work, including but not limited to, invert and rim elevations of all drainage structures, pavement boundary locations and elevations, visible structures and appurtenance locations and elevations, surface transition elevations between existing facilities and constructed elements, and elevations describing positive drainage flow for all constructed elements.

1.03.03 **Electronic As-Built Submittal:** The TPA will provide the Contractor accompanying the Notice to Proceed a CD. The CD will have the electronic files of the Contract Drawings in AutoCad ver. 2008. The Contractor will be required to update the Contract Drawings with changes made from the Contractor's Site As-Builts and shall include site information from the Certified Site Survey by the licensed Florida Surveyor and Mapper as per 1.03.01 and 1.03.02 above. The As-Built electronic file must be submitted prior to final payment pursuant to item 66 of the General Provisions.

- 1.04 **TPA:** The Tampa Port Authority.
- 1.05 **Bid:** A public procurement procedure of the TPA which competitively obtains firm Price Proposals (Bid) for Contracts based upon a defined scope of work, plans, specifications and Contract (Bid) Documents (sometimes referred to as Proposal).
- 1.06 **Bid Bond:** The security instrument designated in the Contract Documents and submitted by the Bidder as guaranty that the Bidder will enter into a Contract with TPA for the construction of The Work if the Contract be awarded to him.
- 1.07 **Bidder:** The Bidder is any person, firm or corporation submitting a Proposal for The Work contemplated, acting directly or through a duly authorized representative.
- 1.08 **Board of Commissioners (Board):** The governing body of TPA.
- 1.09 **Change Order:** An order signed by Contractor and TPA; (1) changing the scope of the work or, (2) changing the time for performance or (3) changing the contract price.
- 1.10 **Contract Documents:** Consist of Advertisement for Bids, Scope of Work, Instructions to Bidder, Bid Bond, Public Construction Bond, Certificate and Affidavit for Surety Bond Insurer, Contract, General Provisions, Supplemental General Provisions, Special Provisions & Technical Specifications, Proposal Form, Public Entity Crimes Statement, Drawings (Plans) when listed in Table in Contents, Addenda pertaining to The Work or material thereof and supplements thereto (when issued) and signed Change Orders, Work Orders and Supplemental Agreements (when issued). The entire assembly of documents may also be referred to as the "Project Manual".
- 1.11 **Contract Time also called Contract Duration:** The number of calendar days or the designated completion date(s) so stated in the Contract to: (1) achieve Substantial Completion of The Work, and (2) complete all of The Work so that it is ready for the Final Payment, as evidenced by completion of the previously incomplete miscellaneous works, such incomplete miscellaneous works so stated in writing by Engineer to Contractor; said completion of all such previously incomplete miscellaneous works to result in written recommendation of Final Payment by Engineer.
- 1.12 **Contractor:** The successful Bidder, whether an individual, partnership, corporation or any combination thereof, undertaking The Work described by the Contract Documents.
- 1.13 **Critical Path Method commonly called "CPM":** As utilized for construction project planning and management in these Contract Documents, CPM is a resource loaded, time-phased network diagram of all operations and activities required for the Total Work to be completed and representing the complete cost of The Work, including but not limited to: resource loading reports, computerized network analysis reports, and a complete description of the relationships and sequences of all activities that permits the determination of the "Critical Path"; said "Critical Path" allows for completion of The Total Work within a specified number of calendar days or on a prescribed date.
- 1.14 **Days:** A calendar day, when used in the Contract Documents, measured from midnight of the first day to the next midnight; Saturdays, Sundays and all holidays included.

- 1.15 **Engineer sometimes referred to as the Port Engineer:** Authorized representative of and to be designated by the TPA.
- 1.16 **Extra Work:** Unforeseen work, in addition to The Work described in the Contract Documents.
- 1.17 **Force Majeure:** Force Majeure events are Acts of God including but not limited to fire, flood, earthquake, hurricane, or cataclysmic phenomenon of nature beyond the power of Contractor to foresee or to make preparation in defense. Force Majeure events also include other adverse events such as epidemics, quarantine restrictions, war, domestic terrorism, labor disputes, riots, freight embargoes or government regulation to the extent that such circumstances makes it illegal or impossible for either party to perform its obligations.
- 1.18 **General Provisions:** General Provisions are those clauses of the Specifications which set forth general directions, provisions and requirements common to all portions of a Project.
- 1.19 **Inspector:** An authorized representative of Engineer assigned to make a detailed inspection of any or all portions of The Work, or materials thereof.
- 1.20 **National Emergency:** National Emergency is defined as a state of affairs requiring the imposing of restrictive orders, controls, priorities, or similar measures, by the Federal or State governments which would restrict or otherwise control or allocate the supply of labor or the furnishing of materials, tools, and equipment during the periods such labor, materials, tools and equipment are required, as shown on the approved progress schedule, for the completion of The Work.
- 1.21 **Notice:** A written notification. Notice may be served to Contractor's Superintendent at the project site or to Contractor at the address listed on the Contract, and to Engineer at the address prescribed in the Contract Documents, whether delivered by hand, telegram, fax or U.S. Mail.
- 1.22 **Notice of Award:** A written notice issued by TPA to the responsible low bidder stating that upon compliance by said low bidder with the precedent conditions enumerated in the Contract Documents, and within the time specified, an agreement between said Bidder and TPA shall be executed and a Notice to Proceed for The Work will be issued by TPA.
- 1.23 **Notice to Proceed:** Written notice by TPA to Contractor setting forth the earliest date on which Contractor shall begin construction and prescribing the first day of contract duration.
- 1.24 **Owner:** The TPA.
- 1.25 **Plans:** The Plans are the official Plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by TPA, which show the location, character, dimensions and details of The Work to be done, and which are to be considered as a part of the Contract Documents, supplementary to the Specifications. Also referred to as "drawings".

- 1.26 **Port Director, sometimes referred to as Port Manager:** The principal TPA staff member charged by TPA Board of Commissioners with executing its policies and administering the day-to-day affairs of TPA.
- 1.27 **Project Manager (P.M.):** An authorized representative of Engineer employed by TPA, familiar with the design, site conditions, technical and contractual requirements of the Contract Documents and assigned to manage and administer the project for TPA that is the subject of the Contract Documents.
- 1.28 **Project Manual:** The Project Manual is the collection of documents pertaining to the proposed work and may contain the drawings.
- 1.29 **Project:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner or separate contractors.
- 1.30 **Proposal:** The Proposal (sometimes referred to as the Bid) is the offer of the Bidder to provide The Work, when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed and delivered as further described herein.
- 1.31 **Proposal Form:** The Proposal Form is the approved form on which TPA requires formal bids to be prepared and submitted for The Work.
- 1.32 **Public Construction Bond: (Guarantee of Faithful Performance, Payment, Workpersonship and Successful Operations):** A security instrument, provided by Contractor, in accordance with Fla. Stat. § 255.05 and meeting the Standards specified herein, on forms provided by TPA, in the amount not less than the total Contract price, securing the performance of and payment for The Work described by the Contract Documents.
- 1.33 **RFP (Request for Proposal):** A public procurement procedure of the TPA which competitively selects contractor based upon a variety of defined evaluation criteria of which Price Proposal is one of the criteria
- 1.34 **Shop Drawings:** Drawings, diagrams, illustrations, instructions and schedules, independently prepared and submitted by Contractor to TPA, to provide detailed and specific information as required by the Contract Documents.
- 1.35 **Special Provisions and Technical Specifications:**
- 1.35.01 The Special Provisions are those clauses which set forth guidance for matters relating specifically to The Work of this Contract which are not covered in the Technical Specifications.
- 1.35.02 Technical Specifications are those clauses of the Specifications which set forth specific directions, provisions and requirements pertaining to the method and manner of performance of The Work of this Contract and to the qualities of work and materials to be furnished for The Work of this Contract.

- 1.36 **Specifications:** The Specifications are the directions, provisions, and requirements for The Work and are presented in two parts: (1.) General Provisions and Supplementary General Provisions and (2.) Special Provisions and Technical Specifications.
- 1.37 **Subcontractor:** The Subcontractor is any person, firm or corporation undertaking any part of the obligations of Contractor, who, prior to such undertaking receives the approval and written consent of TPA.
- 1.38 **Submittals:** All drawings, diagrams, illustrations, schedules, samples, test results, and other data, specifically prepared by a Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor and identified with the name of Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor, including a description of the submittal on the title of said submittal, that describes a portion of The Work or a requirement of these Contract Documents. Copies of the contract drawings may not be modified for required submittals except with written approval from Engineer.
- 1.39 **Substantial Completion:** The status of completion of The Work or an identified portion thereof, which, in the opinion of Engineer, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete in accordance with the Contract Documents, to permit TPA occupancy and use of The Work for which it is intended.
- 1.40 **Substitution:** A product, service, component, system or designed installation procedure which is not equal to that specified, but is proposed by Contractor in lieu of that which is specified. Said substitution must be requested by Contractor and approved in writing at the sole discretion of Engineer, and any cost savings shall be provided to TPA as an executed Change Order.
- 1.41 **Superintendent:** The Superintendent is the authorized executive representative of Contractor, present on The Work at all times during its progress, authorized to receive and fulfill instructions from Engineer and capable of superintending The Work efficiently.
- 1.42 **Supplemental Agreements:** Supplemental Agreements are written agreements executed by Contractor and by TPA covering alterations to the project or the character of The Work involving a substantial change in the nature of design or in the type of construction which materially increases or decreases the cost of The Work.
- 1.43 **Surety:** The Surety is the entity (corporate body or individual(s)), which or who is bound with and for Contractor as Guarantor for acceptable performance of the Contract and for the completion of The Work.
- 1.44 **The Work:** The Work consists of furnishing all plant, equipment, tools, materials, supplies, fees, permits, manufactured articles, transportation and services, all fuel and operating expenses, electricity, water, sewer, communication systems, office facilities, sanitary facilities and a safe and secure environment for individuals and property and for the performance of all labor, work or other operations required for the fulfillment of the Agreement, as further described herein.
- 1.45 **Work Order:** A written order to Contractor signed by Engineer, providing specific direction regarding The Work or a portion thereof.

2. STANDARD SPECIFICATIONS AND CODES:

- 2.01 Reference made hereinafter to Standard Specifications and Codes refer to current publication editions, including addenda and errata, if any, of the following organizations

American Association of State Highway and Transportation Officials (AASHTO)
American Concrete Institute (ACI)
American Institute of Electrical and Electronic Engineers (AIEEE)
American Institute of Steel Construction (AISC)
American Refrigeration Institute (ARI)
American Society of Civil Engineers (ASCE)
American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
American Society of Mechanical Engineers (ASME)
American Society for Testing Materials (ASTM)
American Standards Association (ASA)
American Water Works Association (AWWA)
American Welding Society (AWS)
Building Code of the City of Tampa, Florida or Hillsborough County, Florida as applicable
Building Code, Southern Standard
Florida Department of Transportation (FDOT) only sections as specifically referenced
Metal Building Manufacturers Association (MBMA)
National Board of Fire Underwriters (NBFU)
National Electric Code (NEC)
National Electrical Manufacturers Association (NEMA)
National Plumbing Code
Prestressed Concrete Institute (PCI)
Steel Structures Painting Council Specification (SSPC)
Southern Pine Manual (SPM)

Codes are referred to for minimum design criteria, and no reductions of design requirements will be permitted even if allowed by applicable codes. Codes are applicable for sections of these Contract Documents only when specifically referenced herein these Contract Documents. Codes are not intended to be and should not be interpreted as inclusive of all sections of these Contract Documents.

3. PUBLIC CONVENIENCE AND SAFETY:

- 3.01 Contractor shall provide for the safety and convenience of the general public and the boating public along the project, to include the protection of persons and property.
- 3.02 Contractor shall, at all times, conduct his work so as to insure the least possible obstruction to traffic, both onshore and offshore.
- 3.03 Contractor shall take all precautions to reduce noxious dusts, vapors, and fumes resulting from prosecution of The Work.

- 3.04 Contractor shall promptly remove dirt, mud, silt, rock, gravel, and other debris from the public roads that are caused by access and egress of vehicles from the project site or staging areas onto the public roads.
- 3.05 Vehicular And Pedestrian Traffic: Contractor shall not block off any public street nor use any part hereof for storage of materials.
- 3.06 Where affected by his work, vehicular, boating, and pedestrian traffic shall always be accommodated and maintained in accordance with any specific local requirements, or in the absence of any such requirements, in accordance with the instructions of Port Engineer. Contractor shall submit a plan for Maintenance of Traffic to Engineer for approval, as herein further described.
- 3.07 Navigation: The Work is adjacent to existing general cargo channel in active use. Contractor shall arrange his work and the location and disposition of his equipment so there is no interference with shipping traffic, operations at existing wharf(s), or Port operations on land or water.
- 3.08 Contractor shall coordinate and communicate with TPA Operations Department at telephone number (813) 241-1886 or fax number (813) 241-1810 concerning schedules of vessels at berths adjacent to any berthing facilities being used by the Contractor.
- 3.09 Obstruction Of Channel: Upon completion of The Work, Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the Contract either on shore or off shore.
- 3.10 Misplaced Materials: Should Contractor, during progress of The Work, lose, dump, throw overboard, sink or misplace any material, plant, machinery, or appliance, which may be dangerous to or obstruct navigation, Contractor shall promptly recover and remove the same.
- 3.11 Contractor shall give immediate notice of such obstruction to Engineer, and mark the spot with a buoy until removed.
- 3.12 Should Contractor neglect to remove, or refuse to remove promptly, any obstructions, Engineer shall have the same removed and charge the costs against monies due Contractor or recover under his Bond.
- 3.13 The liability of Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 14, 19 and 20 of the River and Harbor Act of March 3, 1899, or subsequent laws in effect at the time The Work is being performed. The provisions of this paragraph shall also apply to materials accidentally deposited in the existing bay and adjacent areas due to Contractor's operations and such materials shall be removed in accordance with directions of the Department of Army Corps of Engineers.
- 3.14 Accident Prevention: It shall be the sole responsibility of Contractor to provide and maintain warning signals and signs, lights, signal devices, flagmen and barricades appropriately located so as to give proper and unmistakable warning of the hazards of entry onto the land, structures, or equipment involved under the Contract. Contractor

shall be solely responsible for providing instruction to employees and visitors to the site, describing the conditions that may cause accidents or injury to persons or property, and shall maintain and enforce the conduct of each and every person that enters the site to ensure the safety of the entire site.

- 3.15 Site Personnel and Visitors: Contractor shall comply with all procedures prescribed by TPA for identification of all Contractor and Subcontractor employees and the control of persons visiting the job site.
- 3.16 Contractor shall display on all business or commercial vehicles and equipment entering and leaving the site of The Work, the legal name of the individual, firm or corporation that is the owner of said commercial vehicles and equipment.
- 3.17 Contractor shall designate, with approval of Engineer, a parking area for privately owned vehicles of Contractor and Subcontractor employees.
- 3.18 Contractor shall be responsible for the safety of all visitors to the site and shall establish and implement all necessary site regulations to ensure the safety of said site persons.
- 3.19 Fire Prevention: Contractor shall comply with the regulations of the Fire Marshal and Fire Department having jurisdiction at the project site for the storage, handling and protection of all inflammable or combustible liquids and materials used for the work.
- 3.20 Contractor shall promptly remedy damage and loss (other than damage or loss insured under insurance required by the Contract Documents) to property referred to in this section caused in whole or in part by the Contractor, a Subcontractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this section, except damage or loss attributable to acts or omissions by the Owner or Consultant or by anyone for whose acts are not attributable to the fault or negligence of the Contractor.

4. BARRICADES, WARNING LIGHTS AND SIGNAL LIGHTS:

- 4.01 Contractor shall provide all necessary barricades, danger and warning lights, signs, watchmen and flagmen, necessary to protect construction workers, site visitors, the general public and all of The Work in progress, all such warning devices to be described in Contractor's approved Maintenance of Traffic plan.
- 4.02 Contractor shall use visual and audible warning devices as required to provide a safe project site environment. Contractor shall promptly remove all such safety devices installed at the project site, upon completion of The Work.
- 4.03 Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (Title 33 C.F.R. 201.1 - 201-16, as amended) and the Commandant, U.S. Coast Guard, (Title 33 C.F.R. 80.18 -31a, as amended).

5. HEIGHT OF FLOATING EQUIPMENT:

- 5.01 Any equipment to be brought onto the job site which is considered floating equipment and has any portion of it in excess of 35 feet above the water, will require notification at least 24 hours in advance to Engineer, and verbal notification shall be given at least 24 hours in advance to the Director of Planning and Environmental Services, Hillsborough County Aviation Authority at Telephone No. 813-870-8700.

6. SANITARY PROVISIONS:

- 6.01 Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of his employees and TPA representatives and all other site visitors as may be necessary to comply with the requirements and regulations of the Hillsborough County/State of Florida Environmental Health Department or of other authorities having jurisdiction.
- 6.02 Contractor shall keep the construction area free of litter and debris and shall commit no public nuisance.

7. CLEANING UP:

- 7.01 Contractor shall at all times keep the construction area clear of waste materials and rubbish.
- 7.02 Contractor shall provide and maintain waste and debris containers, adequate to allow for disposal of litter and debris. In the event that Contractor fails to keep waste materials, litter, and debris from causing unsightly and nuisance conditions at the project site, Engineer shall provide notice to Contractor, in writing, and after seven days of receipt of said letter, Engineer shall have said waste materials, litter, and debris removed from the site and taken to a proper disposal site. The TPA shall charge the cost of the removal and proper disposal of such waste materials, litter, and debris against monies due to Contractor.
- 7.03 Open burning of waste materials is not permitted. The TPA may, at its' sole option; provide an area to deposit inorganic materials, as further described herein.
- 7.04 Contractor shall constantly maintain the cleanliness of the project staging areas so as to prevent debris, including, but not limited to, mud and other soils or dust and debris from the project site, from collecting on roadways and sidewalks, and causing nuisance complaints from TPA Tenants adjacent to staging operations.
- 7.05 Discharge of Oil Contaminants in Navigable Waters: Contractor is warned that pumping oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by federal, state and local laws including, without limitations, the Oil Pollution Act of 1924, approved 7 June 1924 and Section 13 of the Rivers and Harbors Act of 1899, approved 3 March 1899. Violation of this prohibition is subject to penalties provided under the referenced Acts.

- 7.06 In the event that the Contractor or other party under the control of the Contractor fails to properly clean up the site, the Owner may clean up and allocate the costs among those responsible.

8. DUST PREVENTION AND AIR POLLUTION CONTROL:

- 8.01 Contractor shall take all precautions to minimize the emission of hazardous dust, smoke and vapor attributed to his operations.
- 8.02 Contractor shall adhere to all local, State and Federal regulations regarding air quality.

9. PRESERVATION AND RESTORATION OF PROPERTY:

- 9.01 Contractor shall be responsible for the preservation of all public and private property, affected by operations within his control, and shall take the precautions necessary to prevent damage or injury thereto. Particular care will be taken in regard to mangroves at any Port facilities or locations. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO MANGROVES AND/OR FINES AND REMEDIAL ACTION IMPOSED OR MANDATED BY ENVIRONMENTAL AGENCIES.
- 9.02 Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or non-execution of The Work, or caused by defective work or the use of unsatisfactory materials.
- 9.03 Contractor's responsibility for the preservation of all property shall continue until The Work is completed or terminated as further described herein these Contract Documents.
- 9.04 Whenever public or private property is damaged or destroyed as a result of Contractor's neglect, misconduct or non-execution of The Work, such property shall be restored by Contractor and at Contractor's expense, to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.
- 9.05 Engineer, at his sole discretion, may withhold monies from Contractor's monthly progress payments, in an amount equal to twice the Owner-reported value of damaged items pending repair or replacement of said items.
- 9.06 In the event such damages occur to private property, Contractor shall report such damages, in writing, by end of the work day, to Engineer.
- 9.07 Protection of Surveying Monuments: Contractor shall cooperate with Engineer in protecting and preserving cornerstones, monuments, and land markers that are within the limits of The Work or affected by construction operations for The Work.
- 9.08 The cost to TPA for re-determination of location, repair and replacement of any cornerstone, monument or land marker damaged, destroyed or made inaccessible during the progress of The Work shall be deducted from monies due Contractor.

10. PERMITS, LICENSES AND IMPACT FEES:

- 10.01 All permits and impact fees required by jurisdictional agency laws, rules, codes and regulations necessary for the prosecution of The Work undertaken by Contractor, and required recording and filing fees, pursuant to prescribed directions from these Contract Documents, shall be secured and paid for by Contractor. Contractor shall be reimbursed the cost from the Proposal Item "Permit Allowance" upon presentation of a paid receipt. No markup or any other charge by Contractor will be reimbursed. It is Contractor's responsibility to have and maintain appropriate business and occupational licenses and Certificate(s) of Competency for the work to be performed, valid for the duration of The Work and valid for the jurisdiction in which The Work is to be performed.
- 10.02 The TPA will obtain required Owner's permits, including but not limited to, the permit of the Department of Army Corps of Engineer's for The Work as necessary, and permit(s) for potable water, sanitary sewers, and storm water discharge. Such Permit(s) will be available to Bidders for inspection at the office of Engineer. Contractor shall comply with all applicable conditions of such permits and shall, if applicable, obtain certifications of completion for all such permits. Contractor may obtain all necessary copies of said Permit from TPA upon payment of the cost of reproduction.
- 10.03 Contractor shall assume all the obligations and shall comply with all of the requirements and provisions of all permit(s) which are applicable to The Work of the Contract, and pay all costs in connection therewith, including, but not necessarily limited to, the cost of all services performed by the regulatory agency, such as for inspections and surveys, including dumping inspections or fees, at or away from the site.
- 10.04 Impact fees levied by any agency having jurisdiction shall be paid by Contractor. Contractor shall be reimbursed only the actual amount of the impact fee levied as evidenced by an invoice or other acceptable documentation issued by the agency levying such impact fees. Reimbursement to Contractor in no event shall include profit, overhead or other expenses of Contractor.

11. LAWS TO BE OBSERVED:

- 11.01 Contractor warrants that he is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of political subdivisions of the State of Florida, Worker's Compensation Laws and ordinance(s) and regulations of any manner affecting the affecting the conduct of The Work.
- 11.02 Contractor shall pay all taxes under the federal Social Security Act, or assume responsibility of ascertaining payment of same by all Subcontractors including second tier Subcontractors, dealers, agents or manufacturers.
- 11.03 If the Contractor performs work that does not conform to any applicable laws, statutes, ordinances, building codes, rules and regulations, the Contractor shall assume responsibility for the non conforming work and shall correct the work to conform with the applicable laws, statutes, ordinances, building codes, rules and regulations or reimburse the Owner for the necessary corrections.

12. SMALL BUSINESS ENTERPRISE POLICY:

- 12.01 Small Business Enterprise (SBE) Obligations: The TPA has adopted a SBE Policy for the purpose of increasing contracting and procurement opportunities for SBE firms. A copy of the SBE Policy is appended to the General Provisions.

13. NO WAIVER OF LEGAL RIGHTS:

- 13.01 Neither the inspection by Engineer; nor by any of his duly authorized agents, nor any order, measurements, or certificate by Engineer, or said agents, nor any order by TPA for the payments of money, nor any payment for, nor acceptance of any work by TPA, nor any extension of time, nor any possession taken by TPA shall operate as a waiver of any provision of this Contract, or of any power herein reserved to TPA, or any right to damages herein provided; nor shall any waiver of any breach of these Contract Documents be held to be a waiver of any other breach and shall not be construed to be a modification of the terms of these Contract Documents.

14. PATENTED DEVICES, MATERIALS AND PROCESSES:

- 14.01 It is mutually understood and agreed that without exception, the bid prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in The Work. It is the intent that whenever Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the right for such use shall be provided for by suitable agreement with the patentee, owner or assignee and a copy of this agreement is made or filed with TPA; however, whether or not such agreement is made or filed as herein provided the Bidder and the Surety in all cases shall indemnify and save harmless TPA and Engineer, their successors, and all their officers, agents, and employees from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, to be performed under the Contract, and shall indemnify TPA and Engineer for any costs, expenses, and damages arising or accruing in favor of the holder of such patent, trademark or copyright by reasons of any such infringement at any time after the award of the Contract in all Proposals and projects where patented devices, materials, processes, or details are specified or involved.

15. CONTRACTOR REVIEW AND CONSTRUCTIBILITY OF THE WORK:

- 15.01 Contractor affirms that prior to submitting a Proposal with the costs to complete The Work that Contractor has made a careful review of these Contract Documents, including Technical Specifications and Drawings and has made a thorough investigation of the project site.
- 15.02 Contractor agrees to submit to TPA such comments as may be appropriate concerning construction feasibility and practicality. He shall call to the attention of TPA any defects discovered in the design, drawings, and specifications or other documents. At completion of Contractor's review as prescribed herein, Contractor warrants, without assuming any architectural or engineering responsibility, that the plans and specifications are consistent, practical, feasible, and constructible.
- 15.03 Time is of the essence in the performance of this Contract. Contractor warrants by submitting a properly executed Proposal Form that it is reasonable to construct The Work as described herein these Contract Documents within the prescribed construction time.

- 15.04 Value Engineering: Contractor agrees to make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives, including assistance to TPA in evaluating alternative comparisons versus long-term effects. Contractor shall furnish pertinent information as to the availability of materials and labor that will be required.

16. WORK BY OTHERS:

- 16.01 The TPA may perform additional work related to the project by himself or he may let other direct contracts therefore. Contractor shall allow such other contractors (or TPA) reasonable opportunity for the introduction and storage of their materials, etc., and execution of their work; and shall properly connect and coordinate his work with theirs.
- 16.02 If any part of Contractor's work depends, for proper execution or results, upon the work of any other contractor (or TPA), Contractor shall inspect and promptly report to Engineer any defects in such work that may render it unsuitable for such proper execution and results.
- 16.03 Contractor's failure to so inspect and report to Engineer shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other contractor's work after the execution of his own work.
- 16.04 Prior to the release of these Contract Documents for Bidders bid preparation, TPA may establish interim milestone completion dates for the purpose of coordinating The Work between the various contractors or various portions of The Work. TPA shall utilize such milestone dates to ensure the availability of the Total Completed Work at a TPA-selected date. Contractor shall plan and schedule the completion of The Work in phases as required to meet such interim milestone completions dates, the same as for final project completion.

17. AUTHORITY OF ENGINEER:

- 17.01 Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of Contractor, and as to compensation.
- 17.02 Engineer and TPA agents shall have the right to make periodic visits to the site and inspections of all completed work(s) and to review the On Site As Built Drawings upon request.
- 17.03 Engineer shall have authority to reject or disapprove work that is defective and may, at the Engineer's sole option, withhold payment to Contractor for such defective work.
- 17.04 Engineer's decisions shall be final. Engineer shall be the executive authority to enforce and provide remedy for such decisions and orders that Contractor fails to promptly execute.
- 17.05 All applications for payment shall be subject to approval by Engineer.
- 17.06 Any approval by Engineer of any materials, workmanship, plant, equipment, drawings program, methods or procedure, or of any other act or thing done or furnished by Contractor, or proposed by Contractor to be done or furnished, in or in connection with the performance of The Work shall be construed merely to mean that at the time Engineer knows of no good reason for objecting thereto; and no such approval shall release Contractor from full responsibility for the accurate and complete performance of

The Work in accordance with the Plans and Specifications or from any duty, obligation or liability imposed upon Contractor by the provisions of the Contract.

18. AUTHORITY AND DUTIES OF TPA INSPECTORS:

- 18.01 Inspectors, employed by Engineer shall be authorized to inspect all work done and all material furnished. Such inspection shall extend to all or any part of The Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspector shall have access to all parts of The Work and to off-site preparation, fabrication, or manufacturing facilities as required.
- 18.02 Inspector shall not be authorized to revoke, alter, or waive any requirements of the Specifications or Plans.
- 18.03 Inspector shall be authorized to call the attention of Contractor to any failure of The Work or materials to conform to the Specifications and Contract.
- 18.04 Inspector shall document and advise Contractor of work and materials which (1) do not meet specification requirements or (2) do not readily display material(s) information describing specification parameters.
- 18.05 Inspector shall immediately receive the results of all construction materials testing, and shall be given the results of field-conducted tests the same day such tests are conducted.

19. INSPECTION:

- 19.01 All materials and each part or detail of The Work shall be subject at all times to inspection by the Engineer or TPA representatives, and Contractor shall furnish every facility for making such inspections.
- 19.02 Engineer and TPA staff shall have the right to travel on any and all floating equipment and boats of Contractor at all times such equipment is normally used by Contractor for The Work described in the Contract Documents.
- 19.03 Engineer and TPA representatives shall be provided all opportunity(s) necessary to determine that all materials furnished and all work performed conforms to the requirements of the Specifications and Plans.
- 19.04 Engineer and TPA representatives shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection, including means of ready access to all parts of The Work.
- 19.05 Inspection by Engineer or by any TPA agent(s) shall not construed to be an agreement of modification of the terms of these Contract Documents. It is understood that inspection by Engineer or TPA representative(s) does not relieve Contractor of any responsibility for complying with The Work as prescribed in the Contract Documents.

20. AUTHORITY AND DUTIES OF TPA PROJECT MANAGER:

- 20.01 Engineer may designate an individual as Project Manager, employed by TPA and assigned to manage and administer the project that is the subject of the Contract Documents.
- 20.02 Project Manager shall communicate with Contractor all such matters as necessary to complete The Work in compliance with the Contract Documents.
- 20.03 Project Manager shall maintain records for Engineer and shall deliver and receive written and verbal communication for Engineer.

- 20.04 Project Manager shall receive submittals and other correspondence from Contractor and shall assist Engineer with the required response for such submittals.
- 20.05 Project Manager shall make such inspections as required, and shall be provided the same access to The Work and other privileges accorded to an Inspector.
- 20.06 Project Manager shall not be authorized to authorize alteration of any of the requirements of the Contract Documents. All such alterations shall be in writing from Engineer.
- 20.07 Project Manager shall not have authority to suspend The Work, but shall advise Contractor of work that is not in conformance with the requirements of these Contract Documents and provide Engineer with documentation of same, and may deliver to Contractor written notice of suspension or rejection of The Work or any portion(s) thereof from Engineer.

21. TPA AS REFEREE:

- 21.01 The TPA shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, Specifications and other Contract Documents, and as to the character, quality, amount and value of any work done and materials furnished, under or by reason of the Contract, and its estimates and decisions upon all such claims, questions and disputes shall be final and conclusive upon the parties thereto.

22. CONTRACTOR'S PROJECT RESPONSIBILITIES:

- 22.01 Contractor shall give The Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with Engineer and with other Contractors in every way possible.
- 22.02 Contractor shall employ on the site a competent Superintendent for the full duration of The Work, who shall be present for all construction operations.
- 22.03 The Superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications, and shall act as Contractor's agent on The Work, who shall receive instructions from Engineer or TPA representatives.
- 22.04 Contractor shall keep said Superintendent continuously on The Work, during its progress, including those times when only Subcontractor forces are present, and such Superintendent shall not be replaced without written notice to Engineer. Superintendent shall be furnished irrespective of the amount of work sublet.
- 22.05 The Superintendent shall be Contractor's representative at the Site and shall be authorized to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to Contractor.
- 22.06 The Superintendent shall have full authority to execute and shall execute the orders or directions of Engineer without delay and to promptly supply such materials, tools, plant, equipment and labor as may be required.
- 22.07 Engineer shall have the authority to direct the removal and immediate replacement of the Contractor's Superintendent for cause.
- 22.08 Contractors Field Office: Contractor shall maintain a field office, including commercial telephone and fax service available to Engineer or his representative upon request, at a location approved by the Engineer, at all times when The Work is in progress. At the field office, Contractor shall maintain one record copy of the Drawings, Specifications, Addenda, Change Orders, other Modifications Shop Drawings, Product Data, Samples

and similar submittals, in good order and marked currently to record field changes and selections made during construction.

- 22.09 Contractor shall keep an attendant at Contractor's office at all times, and orders, directions, and/or instructions of Engineer, left with said attendant as the agent of Contractor, shall be deemed to have been given to the agent the same as though they had been given to Contractor personally.
- 22.10 Contractor shall make available to Engineer a portion of the field office with commercial telephone service, suitable to view the project drawings and make notes and calculations as required.
- 22.11 Contractor's Work Coordination: Contractor and all Subcontractors shall coordinate their work with all adjacent work and with the work of TPA and shall cooperate so as to facilitate the progress of the work.
- 22.12 Contractor and all Subcontractors will, at all times, schedule their work so as not to interfere with the normal operations of the TPA and its leaseholders.
- 22.13 The Contractor shall require strict discipline and good order of its employees, subcontractors and others carrying out The Work. No employment of persons unfit or unskilled for the tasks assigned shall be permitted.

23. LIMITATIONS OF OPERATIONS:

- 23.01 Contractor hereby agrees to arrange all work and material so as not to interfere with the operations of other Contractors engaged upon adjacent work and to join his work to that of others in a proper manner, and in accordance with the intent of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be directed by Engineer.
- 23.02 Each Contractor shall be held responsible for any damage done by him or his agents to the work performed by another Contractor.
- 23.03 Each Contractor shall so conduct his operations and maintain The Work in such condition that adequate drainage shall be in effect at all times. Contractor shall coordinate the discharge of said drainage such as not to interfere with the operations of other Contractors, TPA, and tenants of TPA. Contractor shall comply with all regulatory agency requirements regarding the quality of the discharge of said drainage runoff.
- 23.04 In case of a dispute arising between two or more Contractor has to the respective rights of each under the Specifications, Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure the completion of all parts of The Work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be cause for claim for extra compensation by any of the parties.

24. PLANS AND SPECIFICATIONS:

- 24.01 The TPA will provide to Contractor free of charge five (5) copies of the Plans and five (5) copies of the Specifications. Contractor shall request from Engineer, in writing, additional sets of drawings required for obtaining permits for The Work. Contractor shall pay the cost of reproduction for all other copies of Plans and Specifications furnished to him.
- 24.02 Contractor shall have available on The Work, at all times, one copy of said Plans and Specifications, and one copy of Engineer-approved Shop Drawings.

- 24.03 All Drawings, Specifications and copies thereof furnished by Engineer shall not be reused on other work and with the exception of the signed Contract sets, are to be returned to Engineer on request at the completion of the work.
- 24.04 The drawings are proprietary, and Contractor shall not make copies (or partial duplicates) and modifications to these Drawings and Specifications in whole or in part, to be used for submittals required by TPA.
- 24.05 The intent of the Plans and the Specifications is to prescribe a complete work or improvements which Contractor undertakes to do, in full compliance with the Plans, the Specifications, the Proposal, and Contract.
- 24.06 The complete set of Contract Documents is complementary and what is called for by any separate part is as binding as if called for by both or all parts.
- 24.07 In the case of conflicting requirements, Contractor shall meet the more stringent requirement, as determined by Engineer without additional cost to the TPA.
- 24.08 Should any misunderstanding arise as to the intent or meaning of said Plans, Specifications, or Proposal, or any discrepancy appear in either, the interpretation and/or decision of Engineer in such case shall be final and conclusive.
- 24.09 Contractor shall perform all items of work covered and stipulated in the Proposal and perform altered and extra work as prescribed herein these Contract Documents; all in accordance with the lines, grades, typical cross-sections, and dimensions shown on the Plans, and shall furnish, unless otherwise provided in the Contract, all materials, implements, machinery, equipment, tools supplies, transportation and labor necessary for the prosecution of The Work.

25. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

- 25.01 There shall be no deviation from the Plans, Specifications, or approved working drawings except by mutual agreement, in writing, between TPA and Contractor.
- 25.02 When changes and deviations are found necessary, they shall be covered in writing in a Change Order or a Supplemental Agreement.
- 25.03 Each Change Order or Supplemental Agreement, so executed, shall become a supplement to the Contract.
- 25.04 Nothing herein contained shall limit the rights of Engineer to interpret the Specifications, Plans, and working drawings to meet field conditions encountered in the prosecution of The Work.

26. COORDINATION OF PLANS AND SPECIFICATIONS:

- 26.01 The Specifications, the Drawings (Plans), and all supplementary documents are essential parts of the Contract Documents, and a requirement appearing in one is as binding as though appearing in all. They are intended to be cooperative; to describe and provide for a complete work.
- 26.02 In the case of any discrepancy or conflicting requirements, Contractor shall meet the more stringent requirement as prescribed herein these Contract Documents.
- 26.03 If, in the progress of The Work, Contractor discovers any discrepancies, errors or omissions in any Plans or in the Specifications, or in the lines and grades or data furnished by TPA or Engineer, or in The Work undertaken and executed by him, he shall notify Engineer in writing within twenty-four hours of determining such discrepancies, and shall not proceed with The Work until corrections have been made by Engineer.

26.04 If, with knowledge of any such discrepancy in the Contract Documents and prior to the correction thereof, Contractor proceeds with any work affected thereby, he shall do so at his own risk, and the work so done will not be considered as work done under and in the performance of the Contract unless and until approved and accepted by Engineer.

27. PLANS:

27.01 The Plans (Drawings) forming a part of this Contract are as listed in the Table of Contents.

28. SHOP DRAWINGS:

28.01 Contractor shall submit to Engineer for approval, six (6) sets of required Shop Drawings stamped to show Contractor's review and approval or comments.

28.02 Said Shop Drawings shall be submitted in sufficient time to allow for reviews and corrections, if required, prior to beginning the work they cover. Contractor shall be responsible to determine the schedule for submitting required Shop Drawings.

28.03 Such Shop Drawings shall be submitted for approval as nearly as possible in the sequence in which materials are required: (a) by the performance of the work or (b) for materials required to be ordered in the event of "long lead time" items.

28.04 The TPA shall be allowed ten days from the date of receipt of Shop Drawings for reviewing and returning such Shop Drawings to Contractor.

28.05 Three sets of Shop Drawings will be returned to Contractor marked either: (a) "Approved" (b) "Approved as Noted", or (c) "Not Approved". The remaining three sets will be retained by Engineer and TPA. Contractor shall correct and re-submit Shop Drawings marked "Not Approved" and shall comply with all conditions listed on Shop Drawing returned and marked "Approved as Noted".

28.06 One complete set of approved Shop Drawings shall be maintained on the project site at all times.

28.07 Approval of such Shop Drawings shall be deemed an aid to Contractor but the approval shall in no way relieve Contractor of his responsibility for the proper performance of the work.

28.08 Prior to the approval of required Shop Drawings, any work done or materials ordered for the work involved shall be at Contractor's risk.

28.09 Errors or omissions in Shop Drawings, when discovered, shall be corrected by Contractor without additional cost to TPA whether or not such work was completed in accordance with the approved Shop Drawings.

28.10 After approval of any Shop Drawings, no change will be permitted thereon unless approved in writing by Engineer.

28.11 Approval by Engineer of Contractor's shop drawings does not relieve Contractor of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. Contractor shall be responsible for agreement and conformity of the Shop Drawings with the Approved Plans and Specifications.

28.12 The Contract prices shall include the cost of furnishing all Shop Drawings and Contractor will be allowed no extra compensation for such drawings.

28.13 It is Contractor's responsibility to make all necessary working or field drawings, in addition to the contract drawings, that may be required for the field forces to complete any part of The Work.

29. SURVEYS, BENCH MARKS AND REFERENCE POINTS:

- 29.01 Unless otherwise specified, Engineer shall furnish the necessary land surveys to establish all base lines for locating the principal component parts of the work together with a minimum of two (2) bench marks adjacent to the work. Contractor shall notify Engineer in writing within 24 hours of the discovery of any error or discrepancy in established referenced points.
- 29.02 The TPA shall require Contractor to be responsible for the cost to re-establish benchmarks, reference points, and stakes that have been damaged or disturbed from the original positions, regardless of the cause for such damage or disturbance.
- 29.03 From the information provided by the plans and specifications, Contractor shall develop and make all detail surveys needed for construction such as batter boards, stakes for pile location, base lines and other working points, lines and elevations.

30. CONSTRUCTION STAKES, LINES AND GRADES, QUANTITY SURVEYS:

- 30.01 Contractor is responsible for the project site and shall carefully preserve TPA-provided bench marks, reference points, and stakes.
- 30.02 Contractor shall be responsible for the protection and preservation of said horizontal and vertical control points, and Engineer will assess a cost to Contractor for re-establishing said control points that are damaged or disturbed during the progress of The Work regardless of the cause of such damage or disturbance.
- 30.03 Contractor shall perform all items of work covered in these Contract Documents, all in accordance with the lines, grades, typical cross-sections, and dimensions shown on the Plans.
- 30.04 If, in the progress of The Work, Contractor discovers any discrepancies, errors or omissions in the lines and grades or data furnished by TPA, he shall notify Engineer in writing within twenty-four hours of determining such discrepancies, and shall not proceed with The Work until corrections have been made by Engineer.
- 30.05 Upon completion of all of The Work and before Final Payment is made, Contractor shall submit to Engineer, Record As Built Drawings, prepared and certified by a Florida Licensed Land Surveyor and Mapper, as further described herein these Contract Documents. The final quantities of all items described in The Proposal for The Work shall be determined from the certified Record As Built Drawings.
- 30.06 Said certified Record As Built Drawings shall become the permanent property of TPA.

31. RESPONSIBILITY FOR INSURANCE AND INDEMNIFICATION:

- 31.01 Before TPA issues the Notice to Proceed, Contractor shall obtain, deliver to TPA on TPA-required forms, and maintain for the duration of the Contract period, insurance(s) as further described in the Contract Documents.
- 31.02 Contractor and his Insurer shall indemnify and save harmless TPA and Engineer, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnification, Contractor acknowledges receipt of separate consideration in the amount of \$25.00 given as part of the Contract price herein.
- 31.03 Any extension of time granted Contractor in which to complete the Contract shall not relieve him or his Surety from herein described indemnification.

- 31.04 Ten days after TPA has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), TPA may, at TPA's sole discretion purchase such insurance coverage and charge Contractor for such coverage purchased plus fifteen percent (15%) for administrative costs. TPA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of TPA to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Contract.
- 31.05 In the event Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, at TPA's sole discretion TPA may (a) terminate or suspend this Contract or, (b) purchase such insurance coverage and charge Contractor for such coverage purchased plus 15% for administrative costs. The TPA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of TPA to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Contract.
- 31.06 Contractor shall not occupy the premises nor shall any work commence unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to Contractor by the TPA.

32. INSURANCE REQUIREMENTS:

- 32.01 Contractor shall obtain, deliver to the TPA on TPA approved forms, and maintain for the duration of the Contract, the insurance(s) as further described in the Contract Documents. Contractor shall not commence operations prior to the effective date of any required insurance policy.

33. BOND REQUIREMENTS:**33.01 Proposal (BID) Bond:**

- 33.01.01 Each Submittal (Bid or RFP) must be accompanied by a Certified Check, Cashier's Check, or by a Proposal (Bid) Bond on the form provided by the TPA (See TPA's Bid Bond Form in the Proposal (Bid) Document), duly executed by the Contractor and meeting the standards specified herein, in the amount of not less than ten percent (10%) of the total Base Bid price.
- 33.01.02 Such Checks or Proposal (Bid) Bonds will be returned to all except the lowest bidder or highest ranked firm on RFP's within ten (10) days after the formal opening or ranking of firms, and the remaining Checks or Proposal (Bid) Bonds will be returned within forty-eight (48) hours after the TPA and the successful Firm have executed the Contract for the work, or if no such Contract is executed, within ninety (90) days after the date of the opening of proposals, upon demand of the Firm at any time thereafter if he has not been notified of Proposal acceptance or award of Contract.
- 33.01.03 Failure on the part of the successful lowest responsible Bidder or highest ranked firm on RFP's, as determined by the TPA, to execute the Contract and file an acceptable Public Construction Bond as provided herein, within ten (10) days after being presented with the prescribed Contract forms, shall be just cause for the annulment of the award and forfeiture of the Bond guarantee to the TPA, which forfeiture shall be considered not a penalty but liquidation of damages sustained. Award may then be made to the next

lowest responsible Bidder or next highest ranked firm on RFP's, or all proposals or bids may be rejected.

33.02 PUBLIC CONSTRUCTION BOND (Guarantee of Faithful Performance, Payment, Workmanship and Successful Operations) - A Public Construction Bond, meeting the requirements of Section 255.05, Fla. Stat., and specifications set forth herein, on the forms provided by the TPA (See TPA's Public Construction Bond Form in the Proposal (Bid) Document), and in the amount not less than the Contract award amount will be required of the successful Bidder and delivered to the TPA with the signed Contract. The Public Construction Bond shall commence from the date of Notice to Proceed and shall be valid for the duration of the project and continue for one year after the date of Substantial Completion.

33.03 Surety Bond Specifications - (applies to Bid, Public Construction, Supply and Fidelity, and all other types bonds.).

33.03.01 All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications.

33.03.02 Minimum ratings in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Policyholder</u>	<u>Financial</u>
\$0 to \$250,000	B+	Class IV
\$250,001 to \$2,500,000	A	Class V
\$2,500,001 or more	A	Class VI

33.03.03 Current certificate of authority as acceptable surety on Federal Bonds in accordance with U. S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR §§ 223.10 - 223.111). Further the surety company shall provide the TPA with evidence satisfactory to the TPA, that such excess risk has been protected in an acceptable manner.

33.03.04 Notwithstanding the foregoing Paragraph, Surety Bond Specification, paragraphs 1 and 2, in the event the bond requirement does not exceed \$500,000, bonds with a surety company in compliance with the following requirements shall be acceptable.

- a. The surety company holds a certificate of authority authorizing it to write surety bonds in Florida.
- b. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- c. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.

- d. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. §§ 9304 to 9308.
- e. In order to qualify as an acceptable surety company under this subparagraph (d), a Certificate and Affidavit for Surety Bond Insurer (See last page of TPA's Bid Bond Form OR Public Construction Bond Form) shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

33.04 Additional Bond

- 33.04.01 If, at any time after delivery of Public Construction Bond, the TPA deems the surety or sureties upon the bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense within five (5) days after the receipt of notice from the TPA so to do, furnish an additional bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the TPA.
- 33.04.02 In such event, in addition to the other remedies available to TPA, no further payments to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the TPA.

34. CONSTRUCTION SAFETY AND PROPERTY DAMAGE:

- 34.01 Contractor shall have sole responsibility for developing and implementing requirements for safety of individuals and protection of property not under the ownership and control of Contractor.
- 34.02 Contractor shall comply with construction safety laws, by-laws, ordinances and regulations, of all agencies having jurisdiction, including but not limited to the construction safety regulations of the U.S. Occupational Safety and Health Administration (OSHA), as set forth in subpart E of the O.S.H.A. Standards For Construction (29 CFR § 1926).
- 34.03 Contractor shall indemnify and save harmless TPA and all of its officers, agents, and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, and regulations.
- 34.04 Contractor shall notify Engineer in writing by end of the following work day of any accident resulting in injury to Contractor employees or others, or of any damage to property or materials not under ownership or control of Contractor, said injury(s) or property damage(s) occurring at the construction site or adjacent to the construction site.
- 34.05 If death or injuries requiring medical attention are caused to Contractor's employees or others, the accident shall be reported verbally before end of the work day to Engineer, and in writing, to Engineer by end of the following work day.
- 34.06 If any claim is made by any third person against Contractor or any Subcontractor, on account of any accident, injury or property damage occurring on TPA's project site or adjacent to the project site, Contractor shall report the fact in writing to Engineer by end of the day following notification of said claim, giving full details of the claim and statements of witness(s), and promptly provide notice to Contractor's insurance carrier.

- 34.07 Contractor shall provide at the site such equipment and medical supplies as are necessary to supply first aid service to any person who may be injured on or adjacent to the project site.
- 34.08 Contractor shall make the necessary inquiries to determine the availability of emergency medical facilities to the project site and shall ascertain and display the street address or other site location information necessary to direct Emergency Medical Technicians to the site as may be required.

35. CONTRACTOR'S RESPONSIBILITY FOR THE WORK:

- 35.01 Until the final acceptance of The Work by TPA, including any periods of suspension of work for any cause whatever, The Work shall be under the charge and care of Contractor. Contractor shall rebuild and make good at his own expense all damages, for any cause whatever, occurring before the completion and acceptance of The Work, as further described in the Contract Documents.

36. SCHEDULE OF VALUES:

- 36.01 Contractor shall prepare and submit to Engineer for approval, a "Schedule of Values", not later than fifteen (15) days prior to the date the first monthly Application For Payment is due to be submitted. Engineer may, at his sole discretion, defer processing of Contractor's invoice pending receipt of an approved "Schedule of Values".
- 36.02 The "Schedule of Values" shall be sufficiently detailed so as to form a basis for determining the value of the work completed and calculating monthly payments.
- 36.03 Lump Sum amounts shall be separated into components and material quantities and shall be given in units easy to verify in the field.
- 36.04 For those items that TPA may elect to purchase materials and for payment of materials stored on site, separate values shall be given for materials cost and for installation.
- 36.05 Application for Payment for materials stored on site shall be supported by invoices or other documents acceptable to Engineer. Only materials stored on site or, stored in a bonded warehouse approved by Engineer in writing, shall be eligible for payment to Contractor prior to installation of said materials.
- 36.06 The sum of the extensions of all quantities and unit values in the Schedule of Values shall equal the contract amount.
- 36.07 Contractor's unit prices for items prescribed and submitted on the Proposal Form and on the Schedule of Values shall be the complete amount to be paid to Contractor by TPA for proper completion of such work; said unit price payments to include all mark-up, profit, overhead and all other applicable costs.

37. SOURCE OF SUPPLY AND QUALITY REQUIREMENTS:

- 37.01 Within ten (10) days after the date established in the Notice to Proceed as Day Number One, Contractor shall furnish Engineer with a complete written statement showing the source, producer, and intended use of the materials required in The Work.

38. SAMPLES:

- 38.01 Contractor shall submit to Engineer for approval, samples of all items which are specifically required by the Contract Documents, said samples to become the property of TPA, except as mutually agreed in writing that said samples to be returned to Contractor after evaluation by Engineer.

- 38.02 Contractor shall furnish information to Engineer, describing items of sample materials offered as being equal to those specified, as may be necessary to establish such equality; Engineer's decision will be final.
- 38.03 Samples shall be marked clearly to show:
- 38.03.01 Name of trade, type, quality or grade and any further designation necessary to identify the items of materials.
 - 38.03.02 Manufacturer's or producer's name.
 - 38.03.03 Availability of sample.
 - 38.03.04 Name of Contractor and Subcontractor, if any.
 - 38.03.05 Name and number of project.
- 38.04 Contractor shall submit samples of such size and/or number sufficient to show quality, types, range of color, finish, or texture.
- 38.05 Engineer shall approve or disapprove the sample submitted within ten (10) days of the date of receipt of said sample.
- 38.06 Materials furnished for installation as part of The Work shall be the same as submitted and approved samples. In the event the material of the submitted sample is not readily available, then a Request for Substitution shall be submitted, as further described in the Contract Documents, for approval by Engineer and any cost savings shall be credited to TPA.

39. TIME FOR COMMENCEMENT AND COMPLETION:

- 39.01 Contractor shall commence The Work and mobilize to the site within fifteen (15) calendar days after the date prescribed as "Day Number One" of the contract duration in the Notice To Proceed and shall complete the entire project within the number of calendar days prescribed in the Contract Documents. In no case shall Contractor occupy the site or begin The Work prior to the date prescribed to do so by TPA in the Notice To Proceed.
- 39.02 The Notice To Proceed shall specify the date to be considered Day Number One of the Contract duration and shall specify the date that "The Construction Schedule" shall be submitted to Engineer for approval.
- 39.03 The TPA reserves the option to revise or establish, in writing, milestone date(s) for completion of portions of The Work. Contractor shall promptly implement such revisions by TPA and shall revise The Construction Schedule and submit to Engineer within ten (10) calendar days of receipt of notice of TPA's revisions.
- 39.04 If The Work is delayed for reasons from which Contractor claims a right to a time extension, Contractor shall submit documentation of the delay caused to the Critical Path of The Work and present any request for extension of contract duration within twenty-four (24) hours of the start of said delay, or knowledge of the start of said delay, and shall serve written application therefore within seven (7) days of the date of the termination of said delay or the claim for a time extension is waived. Engineer shall review the application and, if applicable, prepare a Change Order or Supplemental Agreement and extend the completion date by the number of calendar days the Critical Path is extended after notice of delay was received by TPA. The TPA shall have the right to demand additional supporting documentation for requests for time extensions.

- 39.05 Time extensions shall only be effective upon execution of a written Change Order by Contractor and TPA. No verbal extensions may be given or relied upon.
- 39.06 Contractor must have all insurance requirements confirmed and approved by TPA prior to mobilization on the project site.

40. NO DAMAGE FOR DELAY:

- 40.01 The sole remedy available to the Contractor for delay, regardless of the cause of said delay, is an extension of time. To be entitled to said extension of time, Contractor must provide Notice of the delay and request a time extension as prescribed by these contract documents.
- 40.02 The Contractor shall not be entitled to a claim or adjustment to the compensation due under this contract for delay caused by other contractors, by ordinary neglect or oversight by TPA, or by ordinary neglect of consultants or other representatives or agents working for TPA.
- 40.03 Contractor expressly waives any claim for or right to consequential damages, including but not limited to any claim for home office overhead, disruption of work activities, or inefficiencies. The waiver of consequential damages is absolute and applies regardless of any default by TPA including breach of this contract or actions of TPA causing delay.

41. EXCUSABLE DELAY:

- 41.01 Excusable Delay: Delay which extends the completion of The Work and which is caused by circumstances beyond the control of Contractor or its Subcontractors, materialmen, suppliers or vendors is excusable delay; said delays to include but not be limited Force Majeure events that interfere with the progress of the work.
- 41.02 Contractor is entitled to a time extension to the Contract Duration for each day The Work is delayed due to Excusable Delay. Contractor shall provide notification and documentation of such delay as herein further prescribed.
- 41.03 If The Work is delayed for reasons from which Contractor claims a right to a time extension, Contractor shall submit documentation of the delay caused to the Critical Path of The Work and present any request for extension of contract duration within twenty-four (24) hours of the start of said delay, or knowledge of the start of said delay, and shall serve written application therefore within seven (7) days of the date of the termination of said delay or the claim for a time extension is waived. Engineer shall review the application and, if applicable, prepare a Change Order or Supplemental Agreement and extend the completion date by the number of calendar days the Critical Path is extended after notice of delay was received by TPA. The TPA shall have the right to demand additional supporting documentation for requests for time extensions.
- 41.04 If TPA should suspend The Work in whole or in part, the date for Contract Completion shall be extended the number of days that the suspension delays the completion of the work, provided that such suspension is not due to the acts, negligence, or omissions of Contractor.
- 41.05 Only delays determined to extend the Critical Path for the schedule of constructing the project will be considered an Excusable Delay for extending the Contract Duration.
- 41.06 Contractor's sole remedy for all delay shall be a claim for extension of Contract Duration at no cost to TPA.

42. WEATHER DELAYS:

- 42.01 The Contract duration does not take into account delays to the completion of The Work due to interference to the progress of The Work by causes of weather or weather-related conditions.
- 42.02 The Contract Duration will be extended for one calendar day for each calendar day that weather or weather-related conditions prevent a minimum of seventy-five percent (75%) of Contractor's normally scheduled labor and equipment from performing the regularly scheduled sequence of Critical Path work activities for sixty percent (60%) of the normally scheduled work day.
- 42.03 It is the sole responsibility of Contractor to provide notice as herein further prescribed of the onset of the weather phenomena causing said weather delay to the progress of the Critical Path work activities and to demonstrate the validity of said weather delay.
- 42.03.01 The extension of the Contract Duration by weather or weather-related conditions shall be at no additional cost to TPA.
- 42.03.02 No extension of time for performance under this Contract shall be granted nor shall Contractor be entitled to any time extension unless such extension is specifically agreed to by Engineer in writing.
- 42.03.03 The TPA shall periodically prepare and execute a Change Order for agreed-upon extensions to the Contract Duration.

43. EXECUTION OF THE WORK AND CONTRACTOR DUTIES:

- 43.01 Time is the essence this Agreement for completion of The Work prescribed in the Contract Documents. Contractor shall execute The Work with such manpower, equipment, and materials as necessary to complete The Work within the number of days prescribed in the Contract Documents.
- 43.02 Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its nonperformance.
- 43.03 Contractor shall provide adequate labor, materials, and equipment to execute The Work in the order and at such points as described by Contractor's Construction Progress Schedule to insure the completion of The Work by the date specified therefore.
- 43.04 Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives, including assistance to TPA in evaluating alternative comparisons versus long-term effects.
- 43.05 Contractor shall furnish pertinent information as to the availability of materials and labor that will be required to complete The Work by the date specified therefore.
- 43.06 Contractor shall submit to TPA such comments as may be appropriate concerning construction feasibility and practicality as described herein these Contract Documents.
- 43.07 In the event Contractor suspends or temporarily terminates The Work before completion, Contractor shall notify Engineer at least two (2) days in advance of the date which he expects to resume operations on suspended work.

44. THE SCHEDULES:

- 44.01 Contractor shall prepare, submit, and update construction schedules as further described in the Contract Documents. In the event Contractor neglects or otherwise fails to submit any required Construction Schedule including, but not limited to, the Initial Schedule, the Three Week Look Ahead Schedule, and the approved Construction

Schedule, at the prescribed time(s) for such Schedule delivery to Engineer, Engineer will notify Contractor in writing of first such failure to submit said required Schedule(s). In the event Contractor fails to submit the required Schedule a second time, Engineer shall, in addition to other available remedies, prepare notice to Contractor, in writing, that Engineer may engage an independent schedule consultant to timely prepare, with Contractor's assistance, and submit to Engineer the prescribed Schedules, the complete cost of such action to be deducted from monies due to Contractor.

44.02 The Initial Schedule

- 44.02.01 Contractor shall, no later than ten (10) days after receipt of an executed Contract, prepare and submit to Engineer, for approval, an Initial Schedule showing the sequence and duration of the operations in which he proposes to carry out the various parts of The Work and a written narrative of the complete labor, plant and equipment he proposes to use.
- 44.02.02 43.01.02. The project management tool, Critical Path Method, commonly called "CPM", shall be utilized to prepare the Initial Schedule. The Initial Schedule shall be in the form of a time-scaled network diagram drawn to suitable scale and arranged to describe the planned duration of all activities of The Work. The network diagram shall be submitted on sheets no smaller than 18" X 24" and no larger than 36" X 42".
- 44.02.03 At the left hand side, the Schedule shall list each principal feature of the major elements of The Work, and under each such heading shall be listed its necessary work operations and activities, including all temporary work. Mobilization and Demobilization of plant and equipment, and final clean up shall be listed separately.
- 44.02.04 Horizontally across the top, the chart shall be divided into equally spaced monthly periods, with the scheduled starting date given thereunder for each operation and activity listed in the left hand column. The operations and activities shall be displayed such that the duration and relationship to other operations and activities are clearly described.
- 44.02.05 The Initial Construction Schedule shall be of such detail to include all work activities as described on the Bid Proposal Form and in the Schedule of Values. The planned sequential activities and durations shall reflect the interdependency (ies) of the work activities and shall clearly illustrate the Critical Path of The Work.
- 44.02.06 The Initial Construction Schedule shall be maintained by Contractor until The Construction Schedule is submitted or for the duration of the project as directed by Engineer. Contractor shall update and deliver to Engineer an updated version of the Initial Construction Schedule with each monthly Application for Payment submittal except the Final Application for Payment submittal. Engineer may, at his sole discretion, withhold progress payments, pending the preparation and submittal of an updated Initial Construction Schedule with each Application for Payment.
- 44.02.07 Submittal of The Construction Schedule as further prescribed in the Contract Documents, and approval of The Construction Schedule by Engineer, shall, upon mutual agreement in writing between Contractor and TPA, relieve Contractor of the requirement to maintain all or part of said Initial Construction Schedule requirements.

- 44.02.08 Engineer's acceptance and approval of a submitted Initial Construction Schedule is for conformance to Contractual requirements only, and does not relieve Contractor of the responsibility for the accuracy or feasibility of the project schedule; nor does Engineer's acceptance and approval of said Schedule expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic or activity durations of Contractor's Initial Construction Schedule.

44.03 Three Week Look-Ahead Schedule

- 44.03.01 Before Contractor mobilizes to the job site, Contractor shall prepare and submit a detailed Three Week Look-Ahead Schedule, describing in detail all of the planned daily work for the initial three week period of the project. Such Three Week Look-Ahead Schedule may be on 8.5" X 11" sheets, may be prepared either by hand or by machine, and may be in a format selected by Contractor and approved by Engineer.
- 44.03.02 The Three Week Look-Ahead Schedule will be of such detail to describe daily work activities planned by all work forces on the project for the three weeks of the affected plan period and shall identify all Subcontractors planned to be on the project site each day of said three week plan period. The Three Week Look Ahead Schedule shall be coordinated with The Initial Schedule and The Construction Schedule, as applicable, such schedules describing Contractor's plan for completion of The Work.
- 44.03.03 Contractor shall update said Three Week Look-Ahead Schedule weekly. An updated Three Week Look-Ahead Schedule shall be presented to Project Manager on Monday of each work week or, in the event of a holiday on Monday, the first day of the work week, and an updated version shall be available for discussion at each Progress Meeting.

44.04 The Construction Schedule

- 44.04.01 Engineer shall prescribe a date in the Notice to Proceed for submittal of The Construction Schedule, as further described in the Contract Documents.
- 44.04.02 The scheduling tool required for this project is the "Critical Path Method", commonly called CPM, as further described in the Contract Documents.

45. ACCESS TO SITE:

- 45.01 Contractor shall provide all temporary access roads to the site and maintain said access; such maintenance to include, but not be limited to, grading, compacting and providing adequate drainage of said roads for the duration of the Contract period. Contractor must control drainage runoff to comply with water quality requirements and to avoid nuisance complaints and damage to adjacent sites.
- 45.02 Location of temporary access roads shall be approved in advance by Engineer.
- 45.03 Contractor shall not have access to additional sites, including adjacent sites and road right-of-way, for staging, materials storage, parking or any other reason, except as agreed in writing by Engineer; said agreement to prescribe the area available to Contractor and any conditions required for access to said area.
- 45.04 Contractor shall provide access to the Work to the Owner and the Consultant at all times.

46. SITE INVESTIGATION, UTILITIES LOCATIONS AND REPRESENTATION:

- 46.01 Prior to preparing a bid cost submittal, Contractor shall satisfy himself as to the nature and location of the work and the general and local conditions, particularly those bearing on transportation, road conditions, materials disposal, handling and storage of materials, availability of labor, availability of power, uncertainty of weather, physical conditions at the site, the conformation and condition of the ground, the character or quality and quantity of surface and subsurface materials to be encountered, the type of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or cost thereof under this Contract.
- 46.02 Failure of Contractor to acquaint himself with all of the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 46.03 The Contractor shall notify each property owner, utility company, and Sunshine State One-Call of Florida, Inc. (1-800-432-4770), at least two (2) weeks prior to the start of construction to arrange for positive underground location, relocation, or support of its' utility where such utility may be in conflict with, or endangered by, construction activities of the Contractor. All costs of permanent utility relocation shall be considered the responsibility of the utility company involved, provided that such utility company is given said two (2) weeks advance notice. Contractor shall conduct and schedule all work activities in such a manner not to be delayed by the utility companies relocating or supporting their utility. No compensation will be made for any loss of time for utility locations, relocations, support, or repairs in the event of damage to the utility system by Contractor. All underground utility information is shown on the Contract Documents to the extent known and is as complete and accurate as can be determined by Engineer. It shall be Contractor's responsibility to verify known utility locations. Contractor shall fully understand that certain structures may not be located precisely as shown on the Contract Documents or may be omitted entirely. Such mutual agreement to pre-existing conditions shall place on Contractor the following obligations under this Contract:
- 46.03.01 The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned Contractor shall make any excavation necessary for location of structures and utilities prior to construction of the affected portion of the project.
- 46.03.02 Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of the utility systems during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the starting date established in TPA's Notice to Proceed, Contractor nevertheless shall commence work under the Contract Documents, and shall schedule all work activities to avoid interference with the utility relocation work. The TPA will not be liable for any delay or added cost which Contractor experiences due to the activities of the utility companies, nor shall TPA be held responsible for any costs of damages to identified utilities due to actions of Contractor.
- 46.03.03 At points where Contractor's operations are adjacent to utility facilities or other property, damage to which could result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection of said utility facilities or other property are complete. Contractor shall be solely and directly responsible to the property owners and operators of such

facilities or property for any damage, injury, expense, loss, inconvenience or delay caused by operations or actions of Contractor.

- 46.03.04 All existing utilities, communications facilities and other existing systems, including but not limited to structures, conduit, pipe, wiring or cable (hereinafter referred to as "improvements"), whether above or below ground, shall be protected by Contractor from damage or destruction. Contractor shall ascertain from the Contract Documents and from his own reasonable administrative and physical efforts, including but not limited to notifications to involved organizations for proper marking, the location of any improvements at or near the site of The Work. Any destruction of, or damage to existing pre-identified improvements, above or below ground, shall be promptly repaired, restored or replaced to the satisfaction of the utility company or owner, and at no cost to TPA. This may require complete replacement of conduits, pipes, wiring, cables or similar improvements where original installation was made under a requirement for continuous, un-spliced lengths. Whenever Contractor neglects to complete repairs in a timely manner, TPA shall have the right to have the necessary corrective work performed by Contractor or by others at the expense thereof to Contractor.
- 46.04 The TPA assumes no responsibility for any understanding or representations regarding utility locations or any other matter, made by any of its officers, agents, employees or consultants during or prior to the preparation of Contractor's bid and execution of this Contract, unless (a) such understanding or representations are expressly stated in the Contract, and (b) the Contract expressly provides that responsibility therefore is assumed by TPA.
- 46.05 Representations made but not in the Contract shall be deemed to be only for the information of Contractor, and TPA will not be liable or responsible for the accuracy thereof.

47. ELECTRICITY, TELEPHONE, WATER AND SEWER SERVICE:

- 47.01 Contractor shall make private arrangements for all temporary utility services except as otherwise stated in writing in the Contract Documents.
- 47.02 Contractor shall pay all security deposits, service connection fees, monthly usage charges and all other applicable costs for temporary utility services.
- 47.03 The TPA and Contractor shall mutually agree in writing, upon the date the temporary utility services for Contractor's use shall terminate and the permanent utility charges to TPA shall begin.

48. CHARACTER OF WORKMEN AND EQUIPMENT:

- 48.01 Contractor shall at all times employ sufficient labor and equipment necessary for the prosecution of the several classes of work to full completion in the manner and time described in the Contract Documents.
- 48.02 All workmen must have sufficient skill and experience to properly perform The Work assigned to them. All workmen engaged in special or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform it properly and in a satisfactory and safe manner.
- 48.03 Any superintendent, foreman or workman employed by Contractor or by any Subcontractor who, in the opinion of Engineer or his authorized representative does not perform his work in a proper and skillful manner; or is disrespectful, intemperate,

disorderly, or otherwise objectionable, shall, at the written request of Engineer, be forthwith discharged by Contractor or Subcontractor employing such person, and shall not be employed again on any portion of The Work without the written consent of Engineer. For security and protection of leaseholder's property, TPA may require that all persons under Contractor's supervision display recognizable identification or company uniforms.

- 48.04 Should Contractor fail to remove such person or persons or fail to furnish suitable and sufficient machinery, equipment, or personnel for the proper prosecution of The Work, in addition to other remedies, Engineer may withhold all progress payments which are or may become due or may suspend The Work until Contractor complies with such orders.
- 48.05 All equipment and plant, submitted by Contractor and proposed to be used on The Work shall be of sufficient size and in such mechanical condition as to meet the requirements of The Work and to produce a satisfactory quality of work. Said equipment and plant provided to the project site shall be equal in size and condition as that submitted with the Proposal Form.
- 48.06 Equipment used on any portion of the project shall be in such condition that it presents no hazard to individuals, visitors to the site, The Work, or adjacent property. Engineer may order the removal and require replacement of any equipment that Engineer determines to be unsatisfactory.

49. SUBLETTING OR ASSIGNING OF CONTRACT:

- 49.01 The TPA acknowledges that Contractor may select Subcontractors with various areas of specialty expertise to complete portions of The Work. The selection of said Subcontractors shall be the sole choice and responsibility of Contractor and subject to approval by Engineer.
- 49.02 Contractor shall submit to Engineer for approval, not less than ten days (10) prior to the first day of scheduled work by each Subcontractor, a request for approval of said Subcontractor; such approval request to provide the following information: (a) description of the Scope of Work to be completed by the Subcontractor, (b) the Subcontractor qualifications, (c) the names of key Subcontractor personnel proposed for The Work, and (d) a record of similar work completed by said Subcontractor within the past three calendar years.
- 49.03 Contractor shall not sell or assign any portion of the Contract or The Work provided for therein without the written consent of Engineer. Approval of such Contract assignment shall not relieve Contractor of any responsibility under the Contract.
- 49.04 Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Provisions and the Special Provisions, for the benefit of TPA. The TPA will not consent to the making of any subcontract unless the proposed Subcontractor is acquainted with all the provisions of the Contract and agrees thereto.
- 49.05 Nothing in these Contract Documents shall create any contractual relationship between any Subcontractor and TPA or any obligation on the part of TPA to pay or to see to the payment of any monies due any Subcontractor, except as may be otherwise required by law. The TPA may upon request in writing from the Subcontractor, provide evidence of amounts paid to Contractor for specific work done and submitted in Requests for Payment.

- 49.06 Contractor will be held responsible for the satisfactory settlement by any and all Subcontractors, of all claims and obligations arising in connection with the execution of his portion of the Contract.
- 49.07 A Subcontractor shall be recognized only in the capacity of an employee or agent of Contractor and his removal may be required as in the case of an employee.
- 49.08 The consent to sublet any part of The Work shall not be construed to be an approval of the said subcontract or of any of its items, but shall operate only as an acknowledgement of said Subcontractor's access to the various part(s) of the work.
- 49.09 The Subcontractor shall look only to Contractor or his Surety for the payment of any claims of any nature whatsoever arising out of the said subcontract, and said Subcontractor agrees, as a condition of the granting by The TPA, by consent to the making of said subcontract, that he shall make no claim whatsoever against TPA and Engineer, their officers, agents or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between Contractor and Subcontractor by the subcontract.
- 49.10 If, for proper reason, at any time prior to or during the progress of The Work, Engineer determines that a Subcontractor is incompetent or undesirable, it will notify Contractor accordingly, and immediate steps will be taken to remedy the condition(s) of Engineer's objection(s) to said Subcontractor, including cancellation of the subcontract.

50. EXTRA WORK:

- 50.01 The TPA may order changes in the work required pursuant to the drawings and specifications incorporated herein. If such changes increase or decrease the cost of the work, as changed, Contractor and TPA shall mutually agree, in writing, to an adjustment to the contract amount and time.
- 50.02 Extra Work: Contractor shall perform unforeseen work, for which there is no price included in the Contract, whenever it is deemed necessary or desirable to complete fully The Work as contemplated, and such extra work shall be performed in accordance with the Specifications and as directed, provided, however, that before any such extra work is started, Contractor and TPA shall mutually agree upon the cost and the additional time required to complete the extra work and a Change Order shall be issued and executed.
- 50.03 The extra work will be paid for at a unit price or lump sum to be agreed upon in the Change Order by Contractor and TPA, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, Engineer may order Contractor to perform such work on a "Force Account" basis, by issuance of a letter to Contractor directing Force Account work.
- 50.04 It is the sole responsibility of Contractor to notify its surety(s) of any changes affecting the scope of The Work, Contract Sum or duration of the scheduled work.
- 50.05 A Field Order, sometimes called Field Directive, is a written instruction from Engineer that effects a minor change in the Work, and does not require a change in the Contract amount or Contract duration.

51. CHANGE ORDERS:

- 51.01 Changes in the quantity or character of The Work which result in changes to the Contract Price or the Contract Duration, shall be authorized only by Change Orders, approved and issued by TPA and mutually agreed upon by Contractor.

- 51.02 All Change Orders must be approved by Engineer or TPA in advance of Contractor's start of subject work.
- 51.02.01 Change Orders in the amount of Eight Thousand Dollars (\$8,000.00) or less may be approved by Engineer.
- 51.02.02 Change Orders in amounts greater than Eight Thousand Dollars (\$8,000.00) require approval by the Port Director or other TPA staff member designated to act in the absence of the aforementioned officials.
- 51.03 In the event mutual agreement cannot be reached between TPA and Contractor for any item(s) requiring a change in the Contract Total Price or the Contract Time, and a Change Order has not been issued for said item(s), TPA reserves the right at its sole option, to terminate the Contract as it applies to such item(s) in question and make such arrangements as may be deemed necessary to complete the disputed item(s). Such arrangements by TPA shall include, but not be limited to, Engineer directing Contractor to proceed with said disputed work on Force Account basis as further described herein.
- 51.04 Upon mutual agreement regarding changes in the Contract Price(s) between TPA and Contractor and execution of a Change Order as described herein, Contractor shall ensure that the Public Construction Bond is properly increased to reflect the Total Contract Price as changed.

52. VALUE OF CHANGE ORDER WORK AND FORCE ACCOUNT WORK:

- 52.01 The value of all work covered by a Change Order, or of any claim for an increase or decrease in the Contract Price, shall be determined by one of the methods as further described herein.
- 52.02 Where The Work involved is covered by Unit Prices in the Contract Document Proposal Form, the appropriate unit prices shall apply to the quantities of the items of work involved, subject to the provisions for increased and decreased quantities of work further described in the Contract Documents.
- 52.03 By mutual acceptance of a Lump Sum Amount, which TPA and Contractor acknowledge contains a component for overhead and profit.
- 52.04 On the basis of unit price costs not contained in the Bid Proposal Form, negotiated between Engineer and Contractor, to include Contractor's fee for all overhead, profit and any other costs.
- 52.05 In the event that Contractor and TPA fail to mutually agree upon the cost of Extra Work for which no cost is contained within the Bid Proposal items, Engineer may order in writing that the work to be accomplished on Force Account basis.
- 52.06 Extra Force Account work, when ordered, shall be paid for under a written order in accordance with the terms herein provided.
- 52.07 For all labor and supervision in direct charge of the specified operations, including Contractor's own forces, Contractor shall receive the rate of wage, agreed upon in writing before starting such work, for each and every hour that said labor and supervision are actually engaged in such work; insurance upon such labor and supervision under the State of Florida Worker's Compensation Law and, when applicable, the U.S. Longshore and Harbor Worker's Compensation Act, and taxes upon such labor and supervision under other Employees Benefits Acts in accordance with the law in force where The Work is being performed; contributions, if any, made by Contractor as employer pursuant to collective labor agreements applicable to The Work under this Contract requiring Contractor (1) to pay the employees' contributions under

the Social Security Act and/or (2) to contribute to welfare or pension plans including employees engaged on The Work as eligible beneficiaries; and to all of which may be added an amount equal to five percent (5%) of the sum thereof, for Contractor's bond, profit, superintendence, administration and all other overhead expenses.

- 52.08 The wages of any foreman or time keeper, who is employed partly on Force Account Work and partly on other work, shall be pro-rated between the two classes of work according to the number of men employed on each class of work as shown by the payrolls.
- 52.09 For all materials entering permanently into The Work, Contractor shall receive the actual cost of such material delivered to The Work, including freight, handling and hauling charges as shown by original receipted bills, and to such cost may be added a sum equal to five percent (5%) thereof for Contractor's bond, profit, superintendence, administration and all other overhead expenses .
- 52.10 For any Contractor -owned machinery or special equipment other than small tools, and including fuel and lubricants, which it may be deemed necessary or desirable to use, Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on The Work. No profit or overhead shall be added to any rental charges in connection with the use of owned equipment.
- 52.11 For rental equipment, for which use Contractor shall submit true copies of rental agreements and invoices, including the cost of fuel and lubricants, the Contractor shall be paid actual total cost plus five percent (5%) thereof for Contractor's, profit, superintendence, field administration and all other overhead expenses.
- 52.12 Except as provided hereinafter, the compensation as before described shall be the total amount received by Contractor as payment in full for extra work done on a Force Account basis, including administration, overhead, bonds, use of tools and equipment for which no rental is allowed, profit, taxes, premiums on insurance and all other overhead expense incidental to performing the Force Account Work.
- 52.13 In the event, however, Contractor is ordered to perform work under this Section, which, in the opinion of Contractor and Engineer, is impracticable to have performed by Contractor's own employees; Contractor will, subject to the approval of Engineer in writing, engage additional qualified Subcontractor(s) and be paid the actual cost of such subcontracted work and, in addition thereto, five percent (5%) to cover Contractor's profit, bonds, superintendence, administration and all other overhead expenses. No additional cost shall be allowed for the before described work.
- 52.14 Contractor and Engineer, or their authorized representatives, shall compare records of payrolls, equipment usage, and materials installed for Force Account work at the end of each and every day; and claim for extra work done on Force Account basis shall be submitted monthly to Engineer by Contractor upon certified quadruplicate statements to which shall be attached all original receipted bills and invoices covering the cost of freight, handling and haulage charges of all materials permanently entering into such work and satisfactory evidence of all insurance rates and premiums, taxes and other employees benefits and contributions upon labor and supervision allowable under the provisions before provided; such statement shall be filed not later than the 20th day of the month following that in which the work was actually performed.
- 52.15 The TPA will compensate Contractor in properly documented Applications For Payment for Force Account work, submitted as hereto described, within the number of days prescribed in the Contract Documents for progress payments.

53. ADDITIONAL WORK ON OTHER PROPERTY OF TPA:

- 53.01 At any time during the initial term of the Contract, the parties may modify the Contract by mutual agreement to include additional work substantially similar to the work required under the Contract, and for which unit prices have been established, on other property of TPA located within the Hillsborough County Port District. Such additional work shall be performed in accordance with the Specifications applicable to the additional work, unless otherwise modified by mutual agreement. In the event that the parties agree to such additional work, the Completion Date of the Contract may be extended by the time required for the completion of the additional work and the Contract amount will be adjusted based on the original Contract unit prices set forth in the "Schedule of Values". All other terms of the Contract shall remain the same.

54. UNSATISFACTORY PROGRESS AND TERMINATION OF CONTRACT:

- 54.01 If Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail, except in cases for which the extension of time is provided, to supply enough properly skilled workmen or proper material, or if he should fail to make prompt payment for material or labor or other services entering into the work, or persistently disregard laws, ordinances or inspections of Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then TPA, upon the certificate of Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.
- 54.02 If the unpaid balance of the Contract price shall exceed the expense of finishing The Work, including compensation for additional managerial and administrative services and all other costs associated with the termination and completion of The Work, then such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to TPA. The expense incurred by TPA as herein provided, and the damage incurred through Contractor's default, shall be certified by Engineer.

55. FAILURE TO COMPLETE THE WORK ON TIME:

- 55.01 Contractor shall proceed expeditiously and with adequate forces to achieve Substantial Completion within the time prescribed by the Contract.
- 55.02 If Contractor fails to complete The Work within the time prescribed by the Contract, TPA, if satisfied that Contractor is carrying the work forward with reasonable progress and deems it to be in the best interest of the public, may, even without consent of Contractor's Surety or Sureties, allow him to continue in control of The Work. Payments shall be made to Contractor for work performed and materials provided as herein described, but there shall be deducted from monies due Contractor, not as a penalty, but as liquidated damages, the sum set forth in the Contract for each and every calendar day, including Sundays and legal holidays, by which Contractor fails to complete The Work within the time set forth in the Contract.
- 55.03 When The Work is not completed within the time allowed by the Contract and Contractor is permitted to remain in control of The Work, it shall be prosecuted at as many different places, at such times, and with such forces as Engineer may determine to be required, all without added cost to TPA or increase in the Contract price.

56. BENEFICIAL OCCUPANCY:

- 56.01 Prior to final completion, TPA shall have the right to beneficial occupancy of substantially completed sections of the work for itself or for the use of its tenant. Such occupancy shall not represent acceptance of the work not complying with the Contract Documents.
- 56.02 In the event The Work, or any portion thereof, is occupied by TPA, prior to final completion, the responsibility for the cost of all utilities and all other costs shall be mutually agreed upon by Contractor and TPA in writing.
- 56.03 If such beneficial occupancy causes unreasonable interference to Contractor in completion of the remaining work, Contractor and TPA shall mutually agree in writing of an equitable adjustment to the cost and time allowed by the Contract for completion of the remaining work.

57. FINAL INSPECTION:

- 57.01 Whenever all the materials are furnished, all work performed and the construction prescribed and contemplated by the Contract has been satisfactorily completed, all in accordance with the Plans and Specifications, Contractor shall request Engineer to make the final inspection.
- 57.02 Upon due notice from Contractor or presumptive completion of The Work, Engineer, will, within seven (7) days of receipt of a written request by Contractor, make his final inspection. If all construction provided for and contemplated by the Contract is found to be completed to Engineer's satisfaction, said Engineer will accept The Work by issuance of a signed Engineer's Final Inspection and Notice of Substantial Completion, similar to the same in Section 66.0.
- 57.03 If, however, at such inspection, any work in whole or in part is found unsatisfactory, Engineer shall give Contractor the necessary instructions as to unsatisfactory or incomplete work, necessary and prerequisite for final acceptance and Contractor shall comply with and execute such instructions subject, if required, to another inspection prior to acceptance. In any event, it is Contractor's responsibility to maintain The Work until final acceptance.
- 57.04 Contractor shall provide Certifications of Completion and Final Inspections from all agencies having issued permits for the completed work. Such certifications shall include, but not be limited to, City or County Certificate of Occupancy, tests for water and waste water system installation, final inspections for wells or septic tanks, and final inspection of storm water facilities.
- 57.05 Contractor shall provide the number of keys for each lockable door, gate, or fixture as further prescribed herein; such number of keys shall not be less than two keys for each lock.
- 57.06 Contractor shall provide not less than four (4) sets of operating instructions, maintenance instructions, test reports, parts lists, and warranties for all systems that have been incorporated in The Work.

58. MEASUREMENT OF QUANTITIES:

- 58.01 After each item of The Work is completed and before final payment is made therefore, Engineer will determine the quantity of work performed, as the basis for final settlement. All such quantity determination shall be subject to verification by Contractor's submittal of Record As-Built Drawings, sealed by a Florida Registered Land Surveyor and Mapper as before described herein.

58.02 Contractor will be paid for the actual amount of work ordered and performed in accordance with these Contract Documents as provided under the various items.

59. INCREASED OR DECREASED QUANTITIES:

59.01 The TPA shall have the right to make alterations in the Plans or character of work as may be considered necessary or desirable during the progress of The Work to satisfactorily complete the proposed construction.

59.02 Because mobilization is the subject of a separate bid item, TPA will not adjust unit prices due to changes in quantities of said unit price items and may change any unit price quantities or may completely delete all of any unit price work item(s).

59.03 Whenever the terminus of the project is changed and whenever an alteration in character of work involves a substantial change in the nature of the design or in the type of construction which materially increases or decreases the cost of performance, the work shall be performed in accordance with the Specifications and as directed; provided however, that before such work is started, a Supplemental Agreement acceptable to both parties to the Contract shall be executed. In all other cases, The Work involved in the changes shall be performed on the basis of the contract unit prices and no Supplemental Agreement shall be necessary.

59.04 If Contractor fails to execute the Supplemental Agreement, TPA may have the materials furnished or The Work performed by others and Contractor shall not interfere therewith.

59.05 If any acceptable materials have been furnished by Contractor which cannot be used on account of the change of plans, such materials may be purchased from Contractor at the actual without markup and shall then become the property of TPA, or other allowance may be made therefore as approved by TPA.

59.06 Alterations provided for herein shall not be considered as a waiver of any conditions of either the Contract or the bond, nor as invalidating any of the provisions or either.

59.07 When alteration in Plans or quantities or work, not requiring Supplemental Agreements as prescribed in these Contract Documents, are ordered and performed, Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done and no allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of Contractor and subsequent loss of expected reimbursement therefore, or for any other cause.

59.08 Increased or decreased work involving Supplemental Agreements shall be paid for as stipulated in such agreements.

60. TERMINATION OF CONTRACTOR'S RESPONSIBILITY AND WARRANTY:

60.01 The Contract will be considered complete when all work contemplated by the Contract Documents has been satisfactorily completed, Engineer's Final Inspection and Notice of Substantial Completion issued or the Work accepted by TPA in writing, Certificate of Completion and Contractor's Affidavit executed and delivered to Engineer, final release of liens submitted and the final estimate paid. The TPA will establish the one year warranty inspection date. Contractor will then be released from further obligations except as to latent defects.

60.02 Contractor shall warrant that all materials and equipment included in The Work will be new, except where indicated otherwise in the Contract Documents, and that The Work

will be of good quality, free from improper workmanship and defective materials, and in conformance with the Drawings and Specifications and other Contract Documents.

- 60.03 Contractor further agrees to warrant and correct all work determined by Engineer to be defective in equipment, material and workmanship or not in conformance with the Drawings, Specifications, and Contract Documents for a period of one (1) year from the date of Owner Occupancy or date of Engineer's Certificate of Substantial Completion, or for such longer periods as may be set forth with respect to specific warranties relating to certain components of the work. This warranty is in addition to and not a limitation of remedies for latent defects discovered after final completion.
- 60.04 Contractor shall collect and deliver to Authority any specific written warranties given by others as required by the Contract Documents.
- 60.05 Contractor shall conduct, jointly with Engineer, a warranty inspection during the twelfth month of the warranty period.

61. TERMINATION FOR CONVENIENCE:

- 61.01 The performance of work under this Contract may be terminated by the Authority without cause whenever the Authority at its sole discretion shall determine that such termination is in the best interests of the Authority. Any such termination shall be effected by delivery of written Notice of Termination to the Contractor at least two (2) weeks prior to the date of termination, except in emergency situations where the notice and effective date of termination may be the same date. Said notice shall instruct the Contractor on how to proceed in completing any unfinished work and demobilizing from the site. The Authority will pay for the progress of work completed by the Contractor to the date established for termination and cessation of work, as further described herein the Contract Documents.

62. CLAIMS FOR ADJUSTMENT AND DISPUTES:

- 62.01 Contractor expressly waives any claim for or right to consequential damages, including but not limited to any claim for home office overhead, disruption of work activities, or inefficiencies. The waiver of consequential damages is absolute and applies regardless of any default by TPA including breach of this contract or actions of TPA causing delay.
- 62.02 The Contractor shall not be entitled to a claim or adjustment to the compensation due under this contract for delay caused by other contractors, by ordinary neglect or oversight by TPA, or by ordinary neglect of consultants or other representatives or agents working for TPA.
- 62.03 The sole remedy available to the Contractor for delay, regardless of the cause of said delay, is an extension of time. To be entitled to said extension of time, Contractor must provide Notice of the delay and request a time extension as prescribed by these contract documents.
- 62.04 There shall be no liability on the part of TPA, Engineer, or and agents of TPA or Engineer, including but not limited to, designers or independent contractors, for acceleration unless there is a written change order giving directive to accelerate and agreeing to compensate for the cost associated with such acceleration.
- 62.04.01 Acceleration shall not be imputed as arising from any dispute over entitlement to time extensions or alleged unreasonable refusal to grant time extensions.
- 62.05 Where Contractor deems that extra compensation is due him for unforeseen conditions, work or material not clearly covered in the Contract, or not ordered by TPA as an extra,

or for any other reason, Contractor shall notify Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim.

- 62.06 If such notification is not given or if Engineer is not afforded the opportunity by Contractor for inspecting and evaluating said changed condition or keeping strict account of actual costs thereof, then Contractor agrees to waive the claim for extra compensation.
- 62.07 Such notice by Contractor and the fact that Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.
- 62.08 In case the claim, after consideration by TPA, is found to be just, it shall be allowed and paid for as an extra as provided herein.
- 62.09 Nothing herein shall be construed as establishing any claim contrary to the terms of the Contract Documents. Notwithstanding any other provision in the Contract Documents, in the event the Contractor (1) disputes an express change order, (2) discovers a changed condition, or (3) makes any or other claim related to the Contract Documents for which the Contractor will seek additional compensation or time, the Contractor must serve Notice of such dispute, discovery or claim no later than 2 days following the date of discovery of the event giving rise to the dispute, discovery or claim and then furnish all documentation related to costs, estimated costs, or scheduling no later than 3 days following the date the Contractor served notice. Unless such statements shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims. Time is of the essences and if either notice is not timely provided, the affected claim is barred.
- 62.10 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 this 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 TPA in writing that the work is being performed or that the determination and direction is being complied with under protest. Failure of the Contractor so to notify shall be deemed as a waiver of claim for extra compensation or damages therefore. Before final acceptance by the TPA, all matter 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 therefore until the matter in question has been adjusted.

63. SCOPE OF PAYMENT:

- 63.01 The Scope of Payment represents the total compensation to which Contractor may be entitled under the terms of these Contract Documents, based upon the estimated quantities of items listed herein or upon a lump sum price. The actual total compensation paid to Contractor for The Work described in these Contract Documents may vary from that amount stated in the Bid Proposal due to: (a) Variations in the "actual" quantity(s) of work completed versus the "estimated" quantity(s) in the Bid Proposal, (b) Changes in

the pay quantity(s) by means prescribed herein these Contract Documents, (c) Changes in the scope of The Work as prescribed herein these Contract Documents.

- 63.02 Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment and all other required services, unless otherwise provided, necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of The Work, or from the action of the elements, except as herein provided, or from any unforeseen difficulties which may be encountered during the prosecution of The Work until the final acceptance by TPA, and for all risks of every description connected with the prosecution of The Work; also for all expenses incurred in consequence of any suspension or discontinuance of The Work, as herein specified, and for any loss or liability sustained by Contractor resulting from any infringement of patent, trademark, or copyright; and for completing The Work according to the Plans and Specifications.
- 63.03 Contractor shall accept the compensation for Unit Price items in the Proposal Form submitted to TPA for The Work, as full payment for the actual quantities, as herein described, of said Unit Price items installed. Contractor shall not be entitled to additional compensation for home office or field overhead, taxes, fees, insurance, licenses, profit or loss of profit, travel expense, or all other miscellaneous costs. Contractor shall include such costs in each and every Unit Price item in The Work.
- 63.04 Neither the payment of any Application for Payment nor any retained percentage shall relieve Contractor of any obligation to make good any defective work or material.
- 63.05 Except as specifically provided otherwise, no direct payment will be made for any of the requirements of the General Provisions, the cost thereof being deemed to be included in the various prices bid for The Work in Contractor's Proposal.

64. PARTIAL (PROGRESS) PAYMENTS:

- 64.01 If satisfactory progress is being made, Contractor will receive monthly payments based on the amount or value of work and materials in place and materials stored on TPA site.
- 64.02 Before any allowance will be made for a partial estimate on any bid Item for which a lump sum price was bid, Contractor shall submit to Engineer, for his approval, a breakdown estimate of said lump sum price, showing in detail the cost of such items. The sum of the total costs shall equal the lump sum price bid for the item.
- 64.03 The compilation of such costs together with all unit price bid items for the total contract is termed the "Schedule of Values."
- 64.04 Partial payment will be made under each Item for which a lump sum price was bid in proportion to the estimated value of the work completed there under during the given payment period.
- 64.05 Partial payment for lump sum and unit price items will be made at ninety (90%) percent of the value of the work completed, with ten (10%) percent of the value of the work completed held as retainage, less any previous payments made to Contractor until such time as 50% completion has been achieved. Once 50% completion has been achieved, partial payment for lump sum and unit price items may be made at ninety-five (95%) percent of the value of the work completed, with five (5%) percent of the value of the work completed held as retainage, if such reduction is approved by Engineer with consent of Surety .

- 64.06 For purposes of this contract, "50% completion" means the later of either (1) the point at which the TPA has expended 50% of the total cost of the construction services purchased as identified in this contract together with all costs associated with the existing change orders and other additions or modifications to the construction services provided for in the contract, or (2) completion of all those activities shown in the original construction schedule as to be completed as of the half-way point for time allowed for contract completion.
- 64.07 When Contractor has reached fifty (50%) percent completion, Contractor may present TPA with a payment request for up to one-half of the retainage held by the TPA. The TPA will promptly make payment to Contractor or the requested retainage, unless retained amounts are the subject of a good faith dispute, the subject of a claim brought pursuant to Fla. Stat. §255.05, or otherwise the subject of a claim or demand by the TPA or Contractor. A payment request for retainage as described in this Section will be paid in the time frames identified below for payment of periodic or monthly pay requests.
- 64.08 If the reduction in retainage is approved, Contractor shall furnish a notarized affidavit that all indebtedness to each Subcontractor, including second-tier Subcontractors, materials supplier, vendors, laborers, required taxes on laborers and rental equipment suppliers by reason of the Contract has been paid with each subsequently submitted Application for Payment.
- 64.09 If the reduction in retainage is approved, Contractor shall obtain and furnish to TPA a Waiver of Lien from such Subcontractor(s), materialmen, vendor(s) or rental equipment supplier(s) having filed Notice To Owner to TPA, as prescribed in Fla. Stat. §255.05, with each and every monthly Application for Payment until Final Payment is made to Contractor.
- 64.10 Should any defective work or material(s) or acceptable work that has been damaged by Contractor's operations be discovered previous to the final acceptance or should a reasonable doubt arise previous to the final acceptance as to the integrity of any part of the completed work; the estimate and payment for such defective or questioned work, and for any amount estimated by Engineer for its repair or replacement, shall not be allowed and may, at the sole discretion of Engineer, be withheld, until the defect has been remedied and cause for doubt removed.
- 64.11 Contractor may request payment for materials stored (but not installed as part of the completed work) on the TPA project site as prescribed herein these Contract Documents.
- 64.12 Contractor shall submit such evidence to substantiate the value of the materials stored on the project site, including, but not limited to, purchase orders, invoices, and delivery receipts, as required by Engineer. TPA shall pay to Contractor the full documented cost of said stored materials.
- 64.13 Contractor shall be responsible for protection, storage cost(s) and any necessary maintenance of stored materials, to ensure the availability of materials in new condition when installed.
- 64.14 On or about the twenty-fifth day of each month Engineer or other person designated for that purpose will, in consultation with Contractor, estimate the value of the work done and the materials stored at the site for the current monthly payment period. Contractor shall submit two (2) completed Applications for Payment on the first day of the month on a form approved by Engineer. A completed Application for Payment shall be signed by an officer of the company, or by an individual authorized by Contractor in writing to fully bind the company. The Application for Payment shall be embossed with the company

seal on said application. For Applications for Payment submitted by the first of each month, TPA will *use good faith efforts to* make payment to Contractor on or about fifteen (15) calendar days for approved, non-disputed Applications for Payment, but in no event later than twenty (20) business days after the date on which the payment request is stamped as received by the TPA.

- 64.15 Contractor may elect to offer a discount to TPA provided that payment is made within a specified number of days of TPA's receipt of a completed Application for Payment by Contractor. TPA shall, at its sole discretion, elect to accept said discount and make payment within the number of days specified. Contractor is forewarned that a "completed" Application for Payment must include a correct Application for Payment Form and all additional required submittals further described herein these Contract Documents.
- 64.16 Contractor shall submit to TPA with each Application for Payment a written report setting forth the current Small Business Enterprises ("SBE") project participation as a condition precedent to TPA's payment of said invoice. Said report shall include the name and address of each SBE firm, a description of the work performed by each firm, and the dollar value of the work performed by each firm.
- 64.17 Each Application for Payment submitted must be accompanied by a current project completion schedule and the projected monthly dollar values of work to complete the Contract.
- 64.18 If the TPA deems the Application for Payment as deficient, TPA may reject the payment request within twenty (20) business days after the date on which the payment request is stamped as received. Any rejection under this section will be in writing and will specify the deficiency in the payment request and the action necessary to make the payment request proper. If a payment request is rejected and the Contractor submits a corrected payment request which corrects the deficiency specified in writing by TPA, the corrected payment request will be paid or rejected on the later of (a) Ten (10) business days after the date the corrected payment request or invoice is stamped as received.
- 64.19 If a dispute regarding an Application for Payment cannot be resolved by the procedure described in the preceding Section, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in these contract documents.
- 64.20 If during the progress of the work it appears that Contractor's bills or any Subcontractor's or second-tier Subcontractor's bills for materials and labor are not being paid or Subcontractors or second or lower-tier Subcontractors, if any, are not being paid by Contractor, TPA shall have the right to obtain releases, Waivers of Claims, Waivers of Lien and information from sub-contractors and providers, and to withhold from Contractor's monthly payments sufficient sums to protect itself against all losses from possible claims, and to apply the said sums to the payment of such debts. Payment of monthly estimates or invoices shall not constitute an acceptance of the work or an admission by TPA that the work is done or that its quantity or quality is satisfactory.
- 64.21 Precedent to receipt of Final Payment, Contractor shall provide a Certificate of Contract Completion and Contractor's Affidavit, avowing full payment to all laborers, Subcontractors, material men, miscellaneous vendors and rental equipment suppliers, in form acceptable to TPA.
- 64.22 The prices paid for both the monthly and final estimates of the work done will be based on the prices shown in the Price Schedule of the Proposal or as presented in the approved Schedule of Values. The quantities paid for shall be determined as herein described in these Contract Documents.

- 64.23 The TPA retains discretion permitted by law to deny release of retainage or to require retention of sums in addition to retainage if and to the extent Engineer certifies cause for doing so to protect TPA from loss or damage due to delays in the progress of work, defects in the work not yet reimbursed, non-payment by Contractor or received funds due to be paid to subcontractors or vendors without apparent good cause, or any other potential materials default whether or not a default notice has been issued by the TPA.
- 64.24 The provision of contract documents pertaining to terms and conditions for payment to Contractor are in part directives incorporated from applicable Florida Statutes for convenient reference by Contractor and TPA, and are not intended to create contractual rights, remedies or defenses for Contractor or any subcontractor or surety of Contractor. Contractor and subcontractor rights and remedies for any non-payment or delay in payment are expressly limited to remedies provided by Fla Stat. §218.70, et seq., and other applicable statutes, and neither suspension of work nor other remedy for contract default apply to a claim arising from a reduction in payment applied for, a delay in payment, a determination that a payment claimed is not due in whole or in part, or other claim related to alleged non-payment.

65. DIRECT PURCHASE OF JOB RELATED MATERIALS:

- 65.01 The TPA may elect to procure certain major items of material or equipment for use in this contract, as its best interest may dictate, so as to minimize sales tax expense to the project covered by this contract.
- 65.02 The TPA as a public body corporate is deemed a political subdivision within the meaning of Fla. Stat. §212.08(6), and has been issued Florida State Sales Tax Exemption No. 85-8012560015C-1. The Work falls under the definition of "Public Works" pursuant to Florida Administrative Code Section 12A-1.094 and is a project of great public importance to the TPA and Hillsborough County.
- 65.02.01 The Parties mutually agree and covenant to comply with the following procedures and provisions relating to the TPA's direct purchase of certain goods, and materials from third party suppliers so as to minimize sales tax expense in connection with the Work, to wit:
- a. The TPA and Contractor shall mutually agree upon certain items which shall be purchased pursuant to the terms of this subparagraph 32.1 ("Subparagraph") so as to minimize the sales tax consequences of such purchase. The criteria for those item(s) purchased pursuant to this Subparagraph shall generally be:
 - (1) The item(s) to be purchased would be subject to sales tax if not purchased in accordance with the terms of this Subparagraph;
 - (2) The item(s) of any single procurement action has a total cost of at least \$15,000.00;
 - (3) The item(s) to be purchased shall be clearly and precisely identified in order to facilitate the ordering of such item(s); and
 - (4) The item(s) to be purchased shall only be purchased directly from third party suppliers ("Vendors") and not from Contractor's or subcontractors providing construction services for the Work.

- b. Upon mutual agreement of the parties to purchase an item pursuant to the terms of this Subparagraph, Contractor shall furnish to the TPA, the cost, said cost to be documented with a written quote from the proposed vendor, and a complete and full description, sufficient to identify the item to be purchased including, where applicable, the manufacturer or brand, model or specification number, quantity, price, vendor, the necessity of such item in connection with the construction of the Work, and any other relevant information which may reasonably be required by the TPA. The TPA shall prepare a change order deducting the cost of said materials plus applicable sales tax from the Contract.
- c. The TPA will timely prepare and issue a purchase order in its name directly to the third party Vendor for each item purchased pursuant to the terms of this Subparagraph and in accordance with the construction schedule for the Work. Each purchase order shall define the TPA as the purchaser and ultimate consumer of the item(s) purchased and will include the TPA's State of Florida Sales Tax Exemption Number. The Port Director, or a representative designated by him, is hereby authorized to approve the issue of each purchase order of whatever amount, under this Subparagraph. Upon delivery of the purchase order to the Vendor, Contractor shall be authorized to implement its procedure for the scheduled delivery of the item in the name of the TPA, in accordance with the terms of the purchase order and shall act as procurement agent for the TPA as to such order. TPA shall attach to said purchase order, TPA conditions of the purchase which Vendor shall accept, in writing, precedent to the delivery of materials to the project site.
- d. Upon Vendor's acceptance of the purchase order, Contractor agrees that it shall assume and remain fully responsible for all matters thereafter relating to the procurement of the item including, but not limited to, assuring the correct quantities, assuring coordination of purchases, providing and obtaining all warranties and guaranties required by the Contract, inspection and acceptance of the goods at the time of delivery.
- e. Contractor further agrees to indemnify and hold harmless the TPA, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.
- f. Title to item(s) purchased shall vest in the authority upon delivery of the item(s) to the job site. Risk of loss and theft of all TPA purchased item(s) shall be upon the TPA from the time title and/or possession of the item(s) leaves the Vendor.
- g. Notwithstanding any obligations of the Contractor cited in the preceding paragraph, the TPA shall obtain such insurance as it may deem necessary to protect itself in connection with the risk of loss to the items purchased in accordance with this Subparagraph, or, shall reimburse Contractor for the cost of the insurance on the direct

purchase items if Contractor obtains said insurance at the TPA's direction. A Builder's Risk Insurance policy or acceptable Installation Floater policy, as further described herein these Contract Documents, shall be purchased, and kept in full force and effect during the construction of the Work on an "All Risk" form, including flood, theft, fire and extended coverage. The policy for the Work will designate the TPA as the insured.

- h. Contractor shall assure that each delivery of materials or goods purchased pursuant to the terms of this Subparagraph is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the Vendor conforming to the purchase order together with such additional information as the TPA, may require. Contractor or its agent shall be responsible for approving the delivery and accepting responsibility in accordance with paragraph (d.) above, and giving a written approval of the Vendor's invoice for the delivered items purchased pursuant to the terms of this Subparagraph.
- i. In order to arrange for payment to the Vendor, Contractor shall provide to the TPA, proof of delivery of said materials. Said proof of delivery of materials shall include, but not be limited to; a copy of the applicable delivery tickets, written approval of acceptance of the delivered items, bill of lading(s) and such order documentation as may be reasonably required.
- j. Upon receipt of the appropriate documentation, the TPA shall prepare a check drawn to the Vendor based upon the data provided. This check will be released, delivered, and remitted directly to the Vendor. Contractor agrees to assist the TPA to immediately obtain partial or final release of waivers as appropriate.
- k. Pursuant to Section 15, of its Enabling Act (Chapter 95-488, Laws of Florida) the TPA finds the purchase of all items and materials obtained pursuant to the terms of this Subparagraph consistent with the provisions of said Section 15, in that the Contract has been awarded to the lowest responsible bidder after public advertising, and recognizing that the Contractor, in its own interest, will have obtained the best available price for furnishing the required materials, thus rendering any further competitive bidding not practicable.
- l. In the event the TPA elects to purchase any items pursuant to the terms of this Subparagraph, the purchase price, taking any and all discounts which may have been offered by Vendor to Contractor together with Contractor's sales tax liability avoided, shall be deducted by change order from the Contract amount. The monies which otherwise would have been utilized to pay sales tax shall be deducted from the Contract amount and allocated to the contingency budget established for The Work.
- m. The purchase or manufacture of supplies or materials by Contractor for incorporation into the Work shall be taxable to Contractor.

66. ACCEPTANCE AND FINAL PAYMENT:

- 66.01 Time is of the essence for this Contract. Contractor shall pursue The Work diligently until completion. Upon completion of The Work, Contractor shall promptly notify Engineer such that the required duration of the contract period is determined and Contractor is paid for the full cost of The Work performed.
- 66.02 Before the final estimate is allowed, Contractor shall prepare and submit to TPA all required final documents, including but not limited to operating and maintenance manuals, warranty (ies), On Site and Record As-Built Drawings and electronic disk of same, final SBE participation report and recap of Total SBE participation report, all as required herein these Contract Documents.
- 66.03 The Work shall have been inspected by Engineer, and if he has found that it has been completed according to the Contract, there shall be issued an "ENGINEER'S FINAL INSPECTION AND NOTICE OF SUBSTANTIAL COMPLETION". Engineer shall approve amount of work done and materials furnished under the contract, all subject to verification by Record As-Built Drawings as herein before prescribed, and Contractor shall submit final release of liens from all subcontractors and shall prepare and submit his final Application for Payment, accompanied by his Certificate of Contract Completion and Contractor's Affidavit per Section 70, for the balance due on the Contract. It is expressly stipulated that TPA will make final acceptance and payment as hereinafter described after the Contract has been fully completed, final submittals received by Engineer and final inspection made. The date of the approval of the final estimate by TPA will be the date of acceptance of The Work and shall be "Day Number One" of Contractor's one-year warranty period.
- 66.04 All prior quantity estimates and partial payments shall be subject to correction in the final estimate and payment. No payment will be made for any unauthorized work.
- 66.05 Punch List Procedure- The following procedure is specified as the process for development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the TPA under this Contract.
- 66.05.01 The Procedure is as follows:
- a. Within 30 days of reaching substantial completion, the Contractor must initiate the punch list procedure by performing an initial walkthrough of the spaces to identify what spaces or items of work need punch out work to comply with industry standards. The Contractor shall identify the areas and items of work in spreadsheet or database form that Contractor believes needs punch-out work, which identification shall identify any subcontractor involved in the work. This spreadsheet or database shall be known as the Proposed Punch List.
 - b. When the Proposed Punch List is complete, it shall be submitted to Engineer for review. Based upon Engineer's review of the Proposed Punch List, he or she may (1) Accept the Proposed Punch List and review the Proposed Punch List with the Contractor making those additions or changes to the Proposed Punch List as Engineer requires- having made such changes the list of items required to render complete, satisfactory, and acceptable the construction services shall be known as the Approved Punch List, or (2) Reject the Proposed Punch List and provide written explanation to Contractor why the Proposed Punch List was rejected and what steps need to be

taken to resubmit Proposed Punch List, or (3) Reject the Proposed Punch List and give written notice to Contractor that in order to expedite completion, TPA will prepare a Approved Punch List with the participation of the Contractor, then charge Contractor for the portion of time that exceeds what would have been required had Contractor adequately prepared a Proposed Punch List.

- 66.05.02 As stated in the Agreement, all punch list items must be completed within timeframe allowed. Upon completion of all items on the list, the Contractor may submit a payment request for all remaining retainage withheld by TPA. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the TPA may continue to withhold an amount equal to one hundred fifty (150%) percent of the total costs to complete such items.
- 66.05.03 If the Contract relates to the purchase of construction services on more than one building or structure, or involves a multiphase project, Contractor must initiate this punch list procedure for each building, structure, or phase as such designated portion of the project is substantially complete.
- 66.05.04 The failure to include any corrective work or pending items not yet completed on the Approved Punch List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Furthermore, all items that require correction under the contract and that are identified after the preparation and delivery of the Approved Punch List remain the obligation of the Contractor as defined by this Contract.
- 66.05.05 TPA will not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with TPA in the development of the Approved Punch List or failed to perform its contractual responsibilities with regard to the development of a Proposed Punch List and Final Punch List, or if there are amounts that are subject of a good faith dispute, the subject of a claim brought pursuant to Fla. Stat. §255.05, or otherwise the subject of a claim of demand by TPA or Contractor.
- 66.06 Contractor's final invoice shall be on a form supplied by, or approved by TPA. Payment will be made to Contractor, less retainage, previous payments, and discounts within fifteen (15) calendar days or no later than twenty (20) business days after the date on which the payment request is stamped as received.
- 66.07 If the TPA deems the Application for Payment as deficient, TPA may reject the payment request within twenty (20) business days after the date on which the payment request is stamped as received. Any rejection under this section will be in writing and will specify the deficiency in the payment request and the action necessary to make the payment request proper. If a payment request is rejected and the Contractor submits a corrected payment request which corrects the deficiency specified in writing by TPA, the corrected payment request will be paid or rejected on the later of (a) Ten (10) business days after the date the corrected payment request or invoice is stamped as received.
- 66.08 If a dispute regarding an Application for Payment cannot be resolved by the procedure described in the preceding Section, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in these contract documents.
- 66.09 Final acceptance shall occur only with final payment and certification.

66.10 Acceptance of Final Payment shall be a release by Contractor for all claims except as expressly reserved in writing, accompanied with Application For Final Payment.

67. ALTERNATE ITEMS:

67.01 Items shown as Alternate (if any) on the Proposal Form may be or may not be awarded as the best interests of TPA dictate.

68. TRENCHING:

68.01 If applicable, Contractor shall comply with the Trench Safety Act (Chapter 90-96, Laws of Florida) effective October 1, 1990, and include costs for complying in the Bid Prices.

69. MISCELLANEOUS PROVISIONS:

69.01 Labor Harmony. Contractor is advised and hereby agrees that all labor employed by the Contractor and his subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by contractors now in the site of the project. The TPA does at all times reserve the right to prevent a continued performance of any such contract when it in any way interferes with the operation and usage of any TPA property of facilities or construction by TPA or its contractor at the project site and vicinity.

69.02 Preference to Home Industries. The Contractor agrees that it shall give preference, in the purchase of material and in letting contracts to subcontractors, second-tier subcontractors, laborers and material men who reside within the State of Florida whenever such labor, services or material can be employed or obtained at no greater expense than that which would obtain if such employment was given, contract was let or purchase was made to a person residing beyond the limits of the State of Florida in accordance with the provision of Section 255.04, Florida Statutes.

69.03 Specification of Florida Produced Lumber. The Contractor agrees it shall always (price, fitness and quality being equal) specify lumber, timber and other forest products produced and manufactured in Florida whenever such products are available in accordance with the provisions of Section 255.20, Florida Statutes.

69.04 Labor Standards for ratios of Apprentices or Trainees to Journeymen. The Contractor agrees to fully and faithfully comply with the requirements of Section 446.101, Florida Statutes, concerning labor standards for ratios of apprentices or trainees to journeymen, as more fully set forth in the Contract Documents herein.

69.05 Workforce Florida Inc.

The TPA receives State funding on many of its projects through the Florida Seaport Transportation and Economic Development Program (FSTED). Florida Statutes Section 320.20(4) provides, in part, that, "All contracts for actual construction of projects authorized by this subsection must include a provision encouraging employment of participants in the welfare transition program. The goal for employment of participants in the welfare transition program is 25 percent of all new employees employed specifically for the project, unless the Department of Transportation and the Florida Seaport Transportation and Economic Development Council demonstrate that such a requirement would severely hamper the successful completion of the project. In such an instance, Workforce Florida, Inc., shall establish an appropriate percentage of employees that must be participants in the welfare transition program.

The Contractor is encouraged to meet this 25-percent goal in its hiring of employ new employees specifically for this project

69.06 Emergencies.

In an emergency that affects the safety of person(s) or property, the Contractor shall act, at the Engineer's discretion or in the event the Engineer is not available to direct, in the Contractor's discretion, to prevent damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Sections 51 and 52.

69.07 Latent Defects.

Nothing contained in these General Conditions shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of any period for correction of Work as described relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Limitations on an action under a bond or on any warranty to recover for latent defects begins to run upon the discovery of the latent defect(s).

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70. CERTIFICATE OF CONTRACT COMPLETION and CONTRACTOR'S AFFIDAVIT

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE: _____ PROJECT NO.: _____

I CERTIFY: That the work under the above named contract, including all amendments thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the project, including those incurred by Subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of Owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reasons of work on the project under the contract; that all Workmen's Compensation claims have been settled and that no public liability claims are pending. Affidavit is made for the purpose of obtaining final payment on said contract.

CONTRACTOR:

BY: _____
Signature

Typed Title

Sworn to and subscribed before me, a notary public, this _____

day of _____, 201____.

Notary Public

My commission Expires: _____

71. ENGINEERS FINAL INSPECTION AND NOTICE OF SUBSTANTIAL COMPLETION:

DATE _____ TPA PROJECT NUMBER _____

PROJECT NAME _____

FACILITY or DESIGNATED PORTION NAME _____

CONTRACTOR _____

The date of Substantial Completion of the Work is defined as the date certified by Engineer when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the designated work for which it is intended.

The Date of Substantial Completion shall be determined when Contractor provides notification to Engineer, in writing, that the Total Project, or a specifically designated portion thereof, is completed and available for Engineer's inspection. Contractor and Engineer's Representative shall have prepared a Punch List, as required by the Contract Documents, in advance of Contractor's notification for inspection to Engineer. The Engineer will approve the Punch List separately and will inspect the completed project within seven (7) days of receipt of notification. Engineer will notify Contractor, in writing, of any deficiencies that prevents the Work from being accepted as complete. Upon correction of any noted deficiencies, Engineer will re-inspect The Work and Contractor and Engineer shall mutually agree, in writing, upon the Date of Substantial Completion.

ENGINEERS INSPECTION RESULTS:

(Continue on back of page as required)

Engineer has inspected the above-referenced facility and finds the Work to be adequately completed to permit Owner's occupancy and use of the facility. Substantial Completion is given on condition that Contractor complete all of the Punch List items within _____ calendar days of the agreed upon date of Substantial Completion (Punch list items to be complete by end of business on _____). It is agreed by both parties that failure to complete all of the Punch List items within the allotted time shall result in liquidated damages being assessed to Contractor at the rate of _____ per calendar day (one-half the rate of Liquidated Damages assessed for Contract Completion) for each and every calendar day Punch List items remain not completed beyond the previously established date for completion of the Punch List.

The agreed upon Date of Substantial Completion is: _____

Signed _____
Port Engineer Contractor NameSigned _____
Design Engineer Signature

FORM SBE-2 - SBE TRACKING REPORT

Prime Contractor shall complete this SBE (Small Business Enterprise) Report indicating SBE participation during the month. This SBE Report should be submitted with Prime Contractor's Monthly Pay Application / Invoice on the Contract.

Prime Contractor Name: _____

Activity Month/Year Being Reported: _____

Project Name: _____

Prime Contract Percentage Complete: _____

Project Number: _____

	Name of SBE firm	Type of Work or Product Furnished By SBE	Status of SBE Work (Indicate: "In Progress" or "Completed")	Amount of SBE Contract / Purchase Order	Total Payment Made During This Reporting Month to SBE	Total Payments Made To Date to SBE	Retainage Held from SBE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
TOTALS:				\$	\$	\$	\$

Provide an explanation of any changes or deviations from Contractor's original SBE Participation Plan (SBE-1) that was submitted with your bid. _____

The undersigned representative of the Prime Contractor certifies the information above is true and accurate.

_____, _____
Signed Title Date

Number Section IIEffective March 2008Revised SecondPage 1 of 4**SUBJECT:** SMALL BUSINESS ENTERPRISE (SBE)**POLICY STATEMENT:**

In an effort to increase contracting and procurement opportunities for Small Business Enterprises (hereinafter “SBEs”), the Tampa Port Authority (hereinafter “Authority”), hereby adopts this policy to provide mechanisms that will enhance contracting opportunities for SBEs in the Authority’s construction, architecture, engineering, and goods and services contracts. This policy shall apply to all contracts.

The Authority shall utilize race-neutral, ethnic-neutral and gender-neutral mechanisms to enhance contracting opportunities for SBEs on Authority contracts. The Authority is an equal opportunity employer and expects that the businesses with whom it does business to operate in the same manner. Additionally, this program will help ensure that small business enterprises will be provided opportunities to compete as prime contractors and subcontractors on Authority projects. The Authority wide goal is 9% SBE participation.

PROCEDURES FOR IMPLEMENTATION:**Definition of SBE**

An eligible Small Business Enterprise (SBE) for all Authority transactions is one that is independently owned and operated, that employs twenty-five (25) or fewer permanent full-time employees, and whose gross annual sales averaged over the previous three year period is three million dollars (\$3,000,00) or less. A business entity must be in business at least six (6) months before an SBE application for that entity will be considered. Any qualified business entity within the TPA’s seven county area will be considered for SBE status. The seven county area includes: Hillsborough, Hernando, Pinellas, Pasco, Polk, Manatee and Sarasota Counties. Any small business with a certificate/registration as an SBE for the City of Tampa or Hillsborough County may be added to the Authority’s SBE list. This provision will become null and void if at any time either entity’s standards no longer match those of the Authority.

Program Administration

This SBE Policy shall be implemented by written procedures to ensure that SBEs have the opportunity to participate in the performance of contracts and the procurement of goods and services with the Authority. The Authority shall designate an employee to facilitate the participation of SBEs in Authority contracts. The employee responsible for SBE facilitation shall cooperate with firms seeking Authority contracts to assist them

Invitation to Bid No. B-001-11

Project No. 11-05410

in identifying SBEs that are available to participate in the Project. The Authority may retain consultants, as needed, to assist in this effort.

Program Development

SBE Program participation is intended to and shall be designed to assist SBEs to overcome their economic disadvantage and to strengthen their financial and managerial skills by providing such assistance to compete in the private sector as may be necessary and appropriate to secure Authority contracts. This policy shall be implemented by procedures that address the following program objectives:

a) Outreach:

To the extent deemed appropriate and as may be required by regulation, the Authority shall include SBEs on solicitation mailing lists and solicit their participation in contracts for which such businesses may be suited. The Authority shall maintain a list of SBEs that have indicated an ability and willingness to participate in Authority projects and shall make the list available to firms seeking contracts from the Authority for the purpose of encouraging participation from SBEs.

The Authority shall advertise contract opportunities in local small business and minority focused media in an effort to notify and encourage participation on Authority contracts.

The Authority may offer training to assist businesses, including SBEs, on how to do business with the Authority. The Authority may refer SBEs to available training programs that may improve the ability of SBEs to provide services to the Authority.

b) Good Faith Efforts

Each contract of the Authority will attempt to include SBE participation to the extent feasible. Pursuant to Florida law, Authority contracts will be awarded to the lowest responsible bidder. The term “responsible” shall include a determination of whether or not the contractor used good faith efforts to utilize SBEs to meet the Authority’s SBE policy stated herein. “Good faith efforts” are those efforts that could reasonably be expected from a contractor who actively and aggressively seeks to obtain SBE participation goals.

The Authority requires all firms and contractors seeking contracts to actively pursue obtaining bids and quotes from SBEs. The Authority shall require such firms and contractors to submit an SBE Outreach Action Plan that outlines their efforts in actively pursuing such bids and quotes.

c) Monitoring and Collection of Information:

The Authority shall monitor utilization of SBEs on contracts to determine the extent to which firms and contractors provide equal employment and contracting opportunities to SBEs.

The Authority shall require firms proposing or bidding as prime contractors to identify an SBE liaison. The Authority shall collect information from firms serving as prime contractors on contracts regarding their anticipated SBE participation on Authority contracts. The proposed SBE participation submitted in the bid shall become a mandatory part of the contract with the Tampa Port Authority and shall be made available to assist the Authority in tracking SBE utilization.

The Authority shall require firms serving as prime contractors to provide a Bidders' Opportunity List that includes all subcontractors or consultants who submitted bids or quotes to the prime contractor or firm for the Authority contract. The prime contractors and firms shall report actual payments, retainage, SBE status, and the work type of all SBE subcontractors.

The Authority shall require that information provided on SBEs be broken down into appropriate subcategories as established by the Authority.

d) Progress Payments:

The Authority's contracts may contain such special provisions for progress payments as deemed reasonably necessary to encourage SBE participation.

e) Waiver or Modification of Bonding:

So long as consistent with, and within the limits established by state law, the Port Director may waive or modify bid bonds and performance and payment bonds normally required or accept alternative forms of security to the extent reasonably necessary to encourage participation from SBEs. An alternative form of security shall be in the form of cash, cashier's check, or irrevocable letter of credit, and shall be subject to the same conditions as the bond required for the contract. In reducing the level or types of bid bonds and performance and payment bonds normally required of SBEs, the Port Director should take precautions to ensure that the Authority and any third parties will be adequately protected.

f) Sheltered Market Objective:

The Authority's Port Director may recommend to the Board, from time to time, that certain contracts be made available only to SBEs. Such designated projects and/or contracts or portions of contracts shall be based on economic feasibility. The Port Director may waive or modify bid bonds and performance and payment bonds under the Sheltered Market Objective utilizing the same guidelines as subsection (e).

Prompt Payment

Every construction or consulting contract shall contain a provision requiring the contractor to certify in writing that all subcontractors have been paid for acceptable work and material from previous progress payments received prior to receipt of any further progress payments. During the contract and upon completion of the contract, the Authority shall require documentation to verify payments to such subcontractors have been made. This provision does not create a contractual relationship between subcontractor and the Authority.

Procedures and Annual Report to the Tampa Port Authority Board:

The Port Director or designee shall develop procedures as necessary to implement these policies, and shall annually report to the Board concerning the awarding of contracts and subcontracts in construction, architectural and engineering, goods and services to SBEs during the preceding fiscal year. To the extent practicable, the report required by this Section should include the total dollar value of awards made in the fiscal year to SBEs and comparison to overall value of dollars contracted.

Contract Compliance

Where a contract involves the expenditure of federal or state funds, the Port Director or designated representative shall comply with any mandatory federal law and authorized regulations. The Port Director shall modify the procedures as necessary to obtain federal approval, consistent with these policies, and shall bring recommendations for any required modification of these policies to the Board for consideration.

Additionally, the Port Director shall develop a procedure that identifies the circumstances under which the failure of a contractor to comply with this SBE policy and procedures may result in the Port taking remedial action, including debarment from bidding on future Port projects.

Contracts Controlled by Port Director

In addition to those contracts subject to the SBE Policy as set forth above, it is the intent of the Authority to authorize and encourage the Port Director to consider opportunities to involve SBEs on those contracts that do not require Board approval but are solely within the Port Director's Authority.

APPROVED: Richard Wainio DATE: May 8, 2008

TAMPA PORT AUTHORITY

SUPPLEMENTAL GENERAL PROVISIONS

FOR

INVITATION TO BID

ITB NO. B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE LED
LIGHTING IMPROVEMENTS**

TAMPA PORT AUTHORITY SUPPLEMENTAL GENERAL PROVISIONS

These Supplemental General Provisions amend or supplement the General Provisions and other provisions of the Contract Documents as described herein. All provisions which are not so amended or supplemented remain in full force and effect.

1.0 INSURANCE REQUIREMENTS:

- 1.01 During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the TPA, the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Hillsborough County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 All liability policies shall provide that the TPA is an additional insured as to the operations of the Contractor under this Contract and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision).
- 1.04 The Contractor shall deliver to the TPA, prior to TPA issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the TPA, on a timely basis, if requested by the TPA.
- 1.05 Ten days after TPA has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), TPA may, at TPA's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to TPA) or, (b) purchase such insurance coverage and charge Contractor for such coverage purchased plus fifteen percent (15 %) for administrative costs. TPA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of TPA to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Contract.
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the TPA requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the TPA.
- 1.07 The Contractor authorizes the TPA and/or its insurance consultant to confirm all information furnished to the TPA, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the TPA. The TPA's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.

CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS

General Provisions

Invitation to Bid No. B-001-11

Project No. 11-05410

- 1.09 The acceptance of delivery to the TPA of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the TPA that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- 1.10 No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the TPA.
- 1.11 The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the TPA. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 The TPA and its Tenants may continue to operate their businesses on the TPA's premises during the activities of the Contractor. No property used in connection with their activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should the Contractor's General Liability, Automobile Liability, or Workers Compensation and Employers' Liability Insurance policies provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the TPA, to provide, pay for, and maintain a surety bond acceptable to the TPA from an insurance company acceptable to the TPA (or a standby irrevocable Letter of Credit acceptable to the TPA) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- 1.14 All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the TPA thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions. Such notice shall be delivered by certified or registered mail and shall be given to:
- Mike Macaluso
Chief Financial Officer
Tampa Port Authority
1101 Channelside Dr.
Tampa, Florida 33602-3612
- 1.16 Renewal Certificate(s) of Insurance on the TPA's form shall be provided to the TPA at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- 1.17 If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the TPA may terminate or suspend this Contract, or, at the TPA's sole discretion, be authorized to purchase such coverage

and charge the Contractor for such coverage purchased plus 15 % for administrative costs. The TPA shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of the TPA to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Contract.

2.0 **INSURANCE COVERAGE AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the TPA.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the TPA.

2.02.01 **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida, and, if applicable to the Work involved, shall include U.S. Longshore and Harbor Workers' Compensation Act Coverage. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

2.02.02 **Commercial General Liability Insurance** shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit
	Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the TPA.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

- 2.02.03 **Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

3.0 **THE CONSTRUCTION SCHEDULE**

- 3.01 The project management scheduling tool "Critical Path Method", commonly called CPM, shall be utilized by the Contractor for the planning and scheduling of all work required under the Contract.

- 3.02 Definition. CPM, as utilized for project planning and management in these Contract Documents, is defined as a network diagram of all activities comprising the Total Work to be completed; such network of activities prescribing the order, relationships, sequence and duration of all activities required to complete The Work, and describing the interdependency and sequencing of activity(ies) forming the "Critical Path" that permits completion of The Work within the shortest period of time or within a specified number of calendar days.

- 3.03 Scheduling Competency. The Contractor shall demonstrate qualifications and competency to adequately perform CPM scheduling **or** shall employ the services of a CPM consultant who can demonstrate the qualifications and competency to perform CPM scheduling. Demonstration of said qualifications and competency to adequately perform CPM scheduling shall include, but not be limited to, submitting scheduling samples of entirely similar projects in duration, type of construction and cost, all of which have occurred in the three (3) most recent years. Such scheduling samples shall include name(s), address(es) and telephone number(s) of owner(s) and engineer/construction manager(s) of submitted projects.

- 3.04 Submittal Procedures.

3.04.01 Submittal Requirements

- 3.04.06. Time phased logic network, computer generated.

- 3.04.06. Computerized tabulated schedules:

- 1.) Activity sort by sequential activity numbers
- 2.) Activity sort by early start, organized by related elements
- 3.) Activity sort by late start, organized by related elements
- 4.) Activity sort by total float, organized by related elements
- 5.) Activity sort by predecessor/successor activities

- 3.04.06. Written narrative description of the logic and reasoning of the schedule.

- 3.04.06. Resource allocation by activity (Labor, equipment and materials).

- 3.04.06. Disc copy of schedule and resources.

3.04.02 Time of Submittal

- 3.04.06. The Contractor shall submit to the Engineer a detailed CPM Construction Schedule within seven (7) days from the date of the Notice to Proceed. Contractor shall submit a narrative of the logic and reasoning of the schedule, a network diagram describing the activities to be accomplished in the project and their dependency relationships (predecessor/successor) and tabulated schedules as herein defined. The schedule produced and submitted shall include and indicate, if applicable, interim milestone and completion dates identical to the milestone and completion dates specified elsewhere herein. The Engineer shall review the proposed plan and schedule within ten (10) days of receipt of said submittal and state his acceptance or rejection of the schedule.
- 3.04.06. Within ten (10) days of receipt of the Engineers response, Contractor shall revise the network diagram as required and resubmit the network diagram and the revised tabulated schedules as previously referenced.
- 3.04.06. The revised network diagram and tabulated schedules shall be reviewed and accepted or rejected by the Engineer within ten (10) days after receipt. The network diagram and tabulated schedules when accepted by the Engineer shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work or a change in contract time, delinquency by the Contractor requiring a recovery schedule, or as otherwise provided for herein these Contract Documents. Activities not occurring as scheduled are delinquent if they begin after late start or they finish after late finish. The Contractor shall provide a written report with each monthly progress update listing the delinquent activities and a recovery plan for said activities.
- 3.04.06. An updated copy of the schedule, clearly showing progress made and projected monthly pay application amounts to project completion, shall be submitted precedent to each monthly Application for Payment.

3.04.03 Acceptance

- 3.04.06. The finalized schedule will be acceptable to the Engineer when it provides an orderly progression of the Work to completion in accordance with the contract requirements, adequately defines the Contractor's work plan, provides a workable arrangement for processing the required submittal(s) in accordance with the Contract Documents, and properly allocates resources (manpower, equipment and costs) to each activity (free of unbalances in resources). When the network diagram and tabulated schedule(s) have been accepted, Contractor shall submit to the Engineer three (3) copies of the time-scaled network diagram, three (3) copies each of computerized, tabulated schedule reports in which the activities have been sequenced by: (a) activity numbers, (b) early starting date, (c) late starting date, (d) total float, and (e) predecessor/successor activities. The time scaled network diagram shall display the projected monthly cost of The Work to completion of the project.

- 3.04.06. The TPA's review and acceptance of the Contractor's project schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the TPA of the Contractor's project schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the project schedule, or of the Contractor's ability to meet the interim milestone date(s) and the contract completion date, nor does such TPA review and acceptance of a submitted schedule, either expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's project schedule.

3.04.04 Revised Schedules

- 3.04.06. Contractor shall provide a revised Construction Schedule within ten (10) days, if requested by the Engineer, when, in the opinion of the Engineer, the project completion date is in jeopardy because of "activities behind schedule." Activities behind schedule" are all activities that start later than the "Late Start Date", or are completed later than the "Late Finish Date" regardless of the existence of positive float on the activity or any successor activity(s). The revised Construction Schedule shall include a new network diagram and tabulated schedules conforming to the requirements of Section 3.03.03.a. with an accompanying narrative describing how the Contractor plans to accomplish The Work to meet the completion date or established milestones. The form and method employed by Contractor shall be the same as for the original Construction Schedule.
- 3.04.06. The Contractor shall incorporate into every Construction Schedule submitted, any contract requirements regarding the order of performance of portions of The Work. The Contractor shall use all practicable means to make the progress of The Work conform to that shown on the construction schedule which is in effect. No payment will be made to the Contractor while he is delinquent in the submission of a construction schedule.

- 3.04.05 No change may be made to the sequence, duration or relationships of any activity without the express written acceptance of the Engineer.

3.05 Change Orders, Supplemental Agreements and Force Account Work

- 3.05.01 Upon approval of a Change Order, Supplemental Agreement or Force Account Work allocating additional contract time for performance of work demonstrated by the Contractor to be on the Critical Path, the added cost and time of said Change Order, Supplemental Agreement or Force Account Work shall be reflected in the next regular schedule submittal(s) by Contractor.

3.06 CPM Standards

- 3.06.01 As utilized for construction project planning and management in these Contract Documents, CPM is a time-phased network representation of all operations and activities required for the Total Work to be completed,

representing the complete cost of The Work. Such time-phased network to include, but not be limited to, (a) computerized network logic diagram, (b) computerized tabulated schedules, (c) narrative reports and (d) resource loading of all activities. A completed CPM schedule shall fully describe the relationships and sequences of all the activities that permits the determination of the "Critical Path"; said "Critical Path" that permits completion of The Total Work within the fewest or a prescribed number of calendar days.

3.06.02 Activity Schedules: Activity schedules shall include a graphic network and computerized, tabulated schedules as further described. To be acceptable the schedule must demonstrate the following: (a) A logical succession of work from start to finish. This logical succession, when accepted, is the Contractor's work plan and is only designated as early start to accommodate standard computerized systems, (b) Description of each activity, (c) A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours), (d) Description of all work activities and interfaces including all submittals, major material and equipment procurement and deliveries.

3.06.06. Networks: The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary "activity on node" type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36-inch by 60-inch. Notation on each activity line shall include a brief Work description and a duration estimate as further described herein.

3.06.06. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire top of the sheet length. Each activity shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using symbols that clearly distinguish between critical path activities, non-critical activities, and period(s) of float for each non-critical activity. All non-critical path activities shall show estimated performance time and float time in scaled form.

3.06.03 Duration: The duration indicated for each activity shall be in calendar days and shall represent the single best time for completion of said activities, considering the scope of The Work and resources planned for the activity. Weather delays, as defined in the Contract Documents, shall be reflected on the next submitted updated Construction Schedule. Except for certain non-labor activities, such as curing concrete, procurement or delivering materials, activity durations shall not exceed fourteen (14) days, be less than one (1) day, nor exceed \$50,000 in value unless otherwise accepted in writing by the Engineer.

3.06.04 Tabulated Schedules: The initial schedule reports shall include the following minimum data for each activity:

- 1.) Activity Numbers
- 2.) Estimated Duration
- 3.) Activity Description

- 4.) Early Start Date (Calendar Dated)
- 5.) Early Finish Date (Calendar Dated)
- 6.) Status (Weather Critical)
- 7.) Float
- 8.) Cost of Activity
- 9.) Other resources including equipment hours by type, manpower by craft or crew, and materials by units.

3.06.05 Project Information: Each tabulation report shall be prefaced with the following summary data:

- 1.) Project Name
- 2.) Contractor
- 3.) Type of Tabulation (Initial or Updated)
- 4.) Project Duration
- 5.) TPA Project Scheduled Completion Date
- 6.) Contractor Projected Completion Date
- 7.) Variance Analysis per Activity

3.07 Progress Meetings

3.07.01 For the weekly progress meeting, Contractor shall submit a three (3) week look-ahead schedule as described in the Contract Documents. Such Three Week Look Ahead Schedule shall show all activities in progress, uncompleted or scheduled to be worked during the three week period. The three week schedule shall list all activities from the current approved CPM (most recently revised CPM, if applicable) that are scheduled for work during the three week period; are currently planned to be worked even if out of sequence; and work that is unfinished but scheduled to be finished. The schedule shall also show the planned resources and any deviations from that plan.

3.08 Contractors Daily Log

3.08.01 Contractor shall keep a daily log and provide a copy to the Engineer (daily), with legible and comprehensive notes of all matters that may impact The Construction Schedule including, but not limited to, weather and work conditions, problems, states of all trades and subcontractors, materials deliveries, site visitors, injuries or damage to equipment or materials and other significant events that may affect the scheduled completion date of the project.

TAMPA PORT AUTHORITY

FORM OF ADDENDA

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

TAMPA PORT AUTHORITY
1101 CHANNELSIDE DRIVE
TAMPA, FL 33602

ADDENDUM NO. _____

JOB NAME: CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS
TPA PROJECT NO. 11-05410

DATE OF ADDENDUM: _____

TO ALL PROSPECTIVE PROPOSERS:

The time and date for the Bid Opening remain unchanged at **TIME., DAY, DATE.**

PLEASE NOTE THE FOLLOWING CHANGES (A replacement document is attached for each of these items. Changes to the bid documentation are indicated by ***bold italics and the superscripted***¹. Changes to plans are indicated by a Δ with the number “1” inside the triangle):

1.

You **MUST/SHOULD** acknowledge receipt of this Addendum in your Proposal submittal on the Proposal Form, or by signing and returning a copy of this page of the Addendum with your Proposal. Acknowledgement of the Addendum is confirmation that the Contractor has received, considered and included the changes identified in the Addendum in its Proposal. (Note that all other items, conditions, specifications, and drawings included in the Bid Document not specifically changed by Addendum remain unchanged.) Contractors failing to acknowledge the Addendum at the time of bid may be deemed non-responsive to the bid.

Signature

Date

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**
Invitation to Bid ITB B-004-11
Project No. 11-05410

Tech Spec Table of Contents

Hall Engineering Group, Inc.
Electrical Specs for: 0510A

9/03/2010

Number	Title
01010	Summary of Work
01015	Special Conditions and Precautionary Measures Governing Work at the Port of Tampa
01026	Measurement and Payment
1300	Submittals
01450	Environmental Protection
01701	Project Closeout
255102	Network Lighting Control

TAMPA PORT AUTHORITY

01010 SUMMARY OF WORK

FOR

TAMPA PORT AUTHORITY PROJECT

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE LED
LIGHTING IMPROVEMENTS**

SECTION 01010 - SUMMARY OF WORK

1 GENERAL

- 1.1 DESCRIPTION - This section provides a general summary or overview of the work to be performed in Project No. 11-05410. In performing the work, the contract documents, plans and specifications shall be adhered to.
- 1.2 SCOPE OF WORK - The general scope for Project No. 11-05410 will be as follows:
- 1.2.1 To update the garage interior parking lighting of the south and north parking structures to a type similar in form and function as the newly completed garage expansion.
- A - Remove and replace the existing high pressure sodium garage lighting fixtures both ceiling and wall mounted with new LED lighting fixtures with the intent of a one-to-one fixture replacement where possible.
 - B - To relocate a fixture, extend the circuit/conductors in new surface mounted conduit and junction box to the new fixture location and install new fixture.
 - C - Locate additional fixtures at location of existing blanked-off junction boxes and extend respective circuit/conductors to new fixtures.
 - D - Locate additional fixtures at new locations and extend existing circuit/conductors in new surface mounted conduit and junction box or provide new circuit back to electrical room in surface mounted conduit and junction box.
- 1.2.2 To modernize the lighting control system and fully integrate the lighting controls of the south and north parking structures with that of the newly completed garage expansion.
- A - Remove and replace the existing lighting contactors and time switches in the electrical rooms with new lighting control panels to match manufacturer and model of new garage extension.
 - B - Re-route all lighting circuits, even if not affected by the replacement of fixtures, to the new respective lighting control panels.
 - C - Provide network communication cables between new lighting controls and lighting controls in the garage extension.
 - D - Program lighting control system according to directive from Tampa Port Authority representative.
- 1.3 CONTRACT DRAWINGS - The following is a list of contract construction drawings. The drawings accompany and supplement these specifications. Should disagreements between the drawings, specifications and/or general conditions or existing field conditions be uncovered, said disagreements shall be promptly brought to the attention of the Engineer.

1.3.1 DRAWINGS – PROJECT CONSTRUCTION DRAWINGS

<u>Sheet No.</u>	<u>Sheet Title</u>
E0.0	Cover Sheet
E0.1	Schedules, Specifications & Notes
E1.1	Lighting Plan – 1 st Floor
E1.2	Lighting Plan – 2 nd Floor
E1.3	Lighting Plan – 3 rd Floor
E1.4	Lighting Plan – 4 th Floor
E1.5	Lighting Plan – 5 th Floor
E2.1	Expanded Plans, Diagram & Details
E3.1	Photometric Plan – 1 st Floor
E3.2	Photometric Plan – 2 nd Floor
E3.3	Photometric Plan – 3 rd Floor
E3.4	Photometric Plan – 4 th Floor
E3.5	Photometric Plan – 5 th Floor

2 PRODUCTS

- 2.1 New LED fixtures and lighting control panels. Refer to drawings and specifications.

3 EXECUTION

- 3.1 WORK SEQUENCE – All contract work shall be completed within 120 calendar days of Day One as established in the notice to proceed.

4 MEASUREMENT AND PAYMENT

See Section 01026

End of Section 01010

TAMPA PORT AUTHORITY

01015 SPECIAL CONDITIONS AND **PRECAUTIONARY MEASURES** **GOVERNING WORK AT THE PORT OF** **TAMPA**

FOR
TAMPA PORT AUTHORITY
INVITATION TO BID
ITB B-001-11
PROJECT NO. 11-05410
ENTITLED:

CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS

SECTION 01015: SPECIAL CONDITIONS AND PRECAUTIONARY MEASURES GOVERNING WORK AT THE PORT OF TAMPA

PART 1 - GENERAL

1.01 SCOPE

This section describes the special conditions and precautionary measures required of the Contractor when working at the Tampa Port Authority (hereafter referred to as "Port" or "Authority") relating to safety, security, and protection for personnel; protection of Port facilities (equipment and property); protection of wildlife with special efforts for protecting the manatee; protection of the environment; coordination of work so as not to impede or impact Port operations; maintenance of traffic and utilities; handling and isolation of any sub-surface contaminated material which may be encountered; and other special conditions which are unique to the Port.

1.02 DEFINITIONS

A. Engineer

The Engineer is the authorized representative of the Port who is in responsible charge for administering and overseeing the design and construction contracts for the Port. The Engineer is sometimes referred to as the Port Engineer.

B. Port Environmental Projects Manager

The individual, within the Port, who is in responsible charge for overseeing all environmental and wildlife matters within the Port Jurisdiction.

C. Contractor

Whenever the contract language talks directly to a third party, i.e., a subcontractor, supplier, manufacturer, etc., it is in fact to mean the General Contractor through the third party.

PART 2 - MATERIAL

The Contractor shall provide such material, equipment and consumable supplies as necessary to carry out the intent of this section.

PART 3 - SPECIAL CONDITIONS AND PRECAUTIONARY MEASURES

3.01 SAFETY

A. Safety Precautions in Hazardous Petroleum Areas

Certain locations within the Port are designated a hazardous and restricted area due to petroleum operations. It is of utmost importance for the Contractor to provide additional precautions for the safety of personnel and the protection of equipment and property when working anywhere within the Port. It is required that a Hot Work Permit must be obtained from the Port's Operations Department

B. Hot Work Permits

1. Hot Work

Hot work is defined as any work activity which could serve as an ignition source for any flammable material. Examples of hot work include, but are not limited to, welding, brazing, burning, grinding, saw cutting, sandblasting, chiseling concrete, or other impact cutting; pneumatic or electric powered drilling; open flames; use of explosive ramsets; use of non explosive proof equipment (heaters, electric tools, motors and lights) and operating motorized equipment. The procedure for issuing Hot Work Permits is as follows:

- a. Notify the Port Operations Department Tampa (813) 241-1886 at least 24 hours in advance of the time that a Hot Work Permit is needed for each work site.
- b. Port Operations Staff will inspect the construction work site for hazardous conditions, which may include a combustible gas test to confirm that the area is gas free and safe for issuing a Hot Work Permit for construction.
- c. The Port Director and US Coast Guard (Agents) both have jurisdiction in regulating all activities at the berths, piers and along the adjacent waterways. It is a standard safety policy that no Hot Work Permit will be allowed within 150 feet of any petroleum ship during unloading operations. This minimum distance may be increased by the Port Operations Director whenever a reasonable possibility exists that an external source of hydrocarbon, usually from upwind or from nearby petroleum unloading operations, could cause a change in conditions which could create an immediate hazard or unsafe condition.

2. Duration of Hot Work Permits

- a. Under normal conditions, Hot Work Permits will be issued only for one shift or a part thereof. Hot Work Permits may be extended beyond the normal work hours of 7:30 a.m. to 4:30 p.m. by special arrangement through the Port Operations Department.
- b. Hot Work Permits may not be issued or may be terminated at any time by the Agent or the Port Engineer, should either party determine that conditions are hazardous or unsafe for work to continue. In the event that site conditions change to a hazardous condition, the Hot Work Permit becomes immediately canceled, and the Contractor shall immediately stop work until a new Hot Work Permit is issued.

3. Scheduling of Hot Work

- a. The Contractor shall schedule all hot work around the petroleum unloading operations for which a daily ship schedule is available from the Port of Tampa Operations and Security Office, (813)-241-1886. No hot work will be allowed in the area affected by the off-loading of petroleum ships.
- b. In the event that the Contractor is working in an area which becomes hazardous or unsafe, he will immediately shut down all work when so directed by the Port Operating Director, US Coast Guard, or Port Engineer. The Contractor shall coordinate his work schedule closely with the Port shipping schedule.

C. General Safety and Security Requirements

1. Safety Requirements

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless designated otherwise in writing by the Contractor, and shall be on 24-hour call. All construction shall be subject to the requirements and safety standards of O.S.H.A.

2. Port Security

All construction shall be subject to the latest edition of Port Security Regulations which are available from the Port Operations and Security Office. The Port Director of Operations and Port Engineer shall be notified and advised by the Contractor of all operations prior to the beginning of any work affecting security. In case of any open fires the Port Director of Operations shall be immediately notified.

No personal vehicles are allowed within secure areas of the Port (i.e., dockside operational areas, petroleum piers, container yard). Contractor vehicles which have identifying insignia on the side panel of the truck may gain access to certain areas once prior arrangements have been made with the Port Security Office. Dock permits are required for other Contractor's vehicles which will frequent secure areas of the Port. All of the Contractor's employees and sub-contractor personnel are required to have all applicable Port Identification Badges when working within the Tampa Port Authority. Dock Permits and personnel identification badges are available from the Port Security Office.

3. Security Background Checks

All Contractor and subcontractor personnel who will be working within the secure areas of the Port are required to pass a background check by Federal, State, and Local Law Enforcement Agencies.

A. Tampa Port Authority Port Access Credential Card

1. Port Access Credential Card

To obtain a Port Access Credential Card, an individual must submit to fingerprinting, sit for a digital photograph and successfully pass a security background assessment conducted by local, state and federal enforcement agencies.

Enrollment for a Port Access Credential can be accomplished at the Tampa Port Authority, Security Operations Center (SOC) located at 2002 Maritime Boulevard, Tampa, Florida 33602. The telephone number for the SOC is 813-241-1898.

The annual cost of a background check and identification badge for an individual to obtain a Port access credential card required by Florida law, and the cost of vehicle permits are as follows:

a.	Identification Badge (initial)	\$70 per person.
b.	Identification Badge (annual renewal)	\$35 per person.
c.	Vehicle Permits (5 day max)	No Charge.

The above referenced costs are deemed incidental to the project and therefore will not be reimbursable by the Port.

Any person with a conviction for certain prohibited felonies and misdemeanors must be free from all controls, including parole and probation, for a period of seven (7) years before being eligible to access the Port. A list of prohibited crimes is available from the TPA Security Operations Center office.

2. Port Visitor Day Pass

A Visitor Day Pass may be obtained for Port access of a limited duration. A Visitor Day Pass can be used for Port access up to 5 times in a ninety day period. Each day pass is valid until midnight on the date of issue.

A Visitor Day Pass can be obtained at the Tampa Port Authority, Security Operations Center (SOC) located at 2002 Maritime Boulevard, Tampa, Florida 33602. The telephone number for the SOC is 813-241-1898. The fax number is 813-241-1811.

An individual will be required to provide a valid state issued drivers license or a governmental issued photo ID.

To be eligible for a Visitor Day Pass, one of the following must be presented on the day of visit to the Tampa Port Authority, Security Operations Center:

1. State issued CDL license with a Bill of Lading for pickup or drop-off.
2. Port Authority or Port Tenant must email soc@tampaport.com or fax notification to the SOC at 813-233-3301 stating the name of the visitor, location to be accessed within the Port, duration and purpose of the visit.

There is no fee associated with the issuance of a Visitor Day Pass.

B. Transportation Worker Identification Credential (TWIC)

In addition to a Port Access Credential Card, a Transportation Worker Identification Credential (TWIC) will be required for unescorted access to secure areas of waterfront areas within the Port. The TWIC credential does **not** replace the Port Access Credential Card.

TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners.

To obtain a TWIC, an individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. Pre-enrollment is recommended as it is designed to save the applicant time by enabling them to provide their biographical information and make an appointment for in-person enrollment.

The TWIC is issued by a government contractor at a separate location in Tampa. The Tampa Port Authority has **no** involvement in the TWIC enrollment and issuing process.

TWIC enrollment can be accomplished at the Tampa TWIC Enrollment Center located at 4803 George Road, Tampa, Florida 33634-4250.

To schedule an appointment and save time during enrollment, pre-enrollment is available online at <http://twicinformation.tsa.dhs.gov> or call 1-866-347-8942.

According to TSA, the cost of a TWIC background check and identification badge for an individual is currently \$132.50 and the credential is valid for five years.

The above referenced costs are deemed incidental to the project and therefore will not be reimbursable by the Port.

4. Explosives

No explosives will be allowed within the Port lands without written approval of the Port Engineer except as otherwise allowed in the Special Provisions.

5. Existing Utility Safety Measures

The Contractor, prior to commencement of work, shall ascertain exact locations of all utility facilities including electrical distribution and transmission lines within the demolition and new construction areas, shall instruct his personnel concerning these and shall take all appropriate safety steps to see that these lines are secured from contact or physical damage during construction.

6. Health Protection

The Contractor is required to take all measures to protect public health and to eliminate sources of nuisance and disease which includes but is not limited to the following:

- a. Sanitary conveniences and running and drinking water for the use of all persons employed or associated with the work shall be provided and maintained by the Contractor in sufficient number, in such manner and at such places as required by local ordinances, health regulations and safe practice and as approved by the Port Engineer for any proposed connections to Port utilities.
- b. Arrange for collection and disposal of refuse and garbage and for the maintenance of premises and all work areas in a well kept condition, free of litter, debris and safety hazards. Areas which impact Port operations must be kept reasonably clean of all debris.
- c. Groundwater within certain areas of the Port may have been in contact with petroleum products including gasoline, diesel fuel and jet fuel. O.S.H.A. Regulations require that workers in direct contact with certain levels of contaminated groundwater must wear personal protective equipment as dictated by the level and type of contamination present. The Contractor shall initiate and follow a Health and Safety Plan intended to fully protect personnel coming in contact with contaminated groundwater and dictating the appropriate protective equipment and gear required for such personnel. The Contractor shall acknowledge by signing and dating the form titled "Notice Concerning Health and Safety Plan Under O.S.H.A", available from the Port Engineer, and submitted this form prior to commencing work on the project.

7. Traffic Safety

The Contractor shall, at his own cost, erect and maintain barricades and sufficient safeguards around all excavation, embankments or obstructions; he shall place sufficient red lights, flags, signs or other warnings at or near the work to control, warn and to protect against injury or damages to employees, pedestrians, and vehicular traffic. All work shall be fully protected at all times including the covering of trenches, so that areas are left clean and passable where required for public or Port use.

8. Air Traffic Safety

Due to the close proximity of the Peter O. Knight Airport, all construction cranes and other temporary construction facilities/equipment shall comply with Federal Aviation Administration requirements. Contractor shall coordinate and obtain FAA approvals from Peter O. Knight Airport in advance of construction activity which will affect the TERP's flight envelope for the airport.

3.02 ENVIRONMENTAL

A. Excavations and Dewatering

Any proposed excavations at the Port require that additional precautions and procedures be followed to ensure the safety of personnel and the protection of Port equipment, property and the environment:

1. A significant number of underground petroleum pipelines and utilities exist within the Port for which as-built drawings are not available to depict the exact location. Prior to performing any excavation work, the Contractor shall:
 - a. Contact Sunshine State One Call of Florida, Inc. (1-800-432-4770), for locations of all underground utilities.
 - b. Request and obtain a Hot Work Permit from the US Coast Guard for each work site.
 - c. Contact the Port Maintenance Supervisor, Charles Dowless (813-241-1700), for locations of other underground Port utilities (water, sewer, electric and cathodic protection systems).
 - d. Excavations performed by backhoe and other mechanical equipment require a full-time laborer to assist in searching the excavation between shovel lifts to locate and help protect underground utilities from damage. The Contractor shall comply with the Florida Trench Safety Act and O.S.H.A. when performing excavations. Current O.S.H.A. Construction Safety Standards require that:
 1. The walls and faces of trenches 5 feet or more deep and all excavations, in which employees are exposed to danger from moving ground or cave-in, shall be guarded by a shoring system, sloping of the ground, or some other equivalent means.
 2. In excavations which employees may be required to enter, excavated or other material shall be effectively stored at least 2 feet or more from the edge of the excavation.
 3. Trenches four (4) feet deep or more shall have an adequate means of exit

such as ladders or steps, so as to require no more than 25 feet of lateral travel for workers to exit the excavation.

4. Daily inspection of excavations shall be made by a competent Safety Supervisor (of the Contractor's staff). If evidence of possible cave-ins or slides is apparent, all work shall cease until the necessary precautions have been taken to safeguard the employees. Any excavation which the Port Engineer deems not in compliance with these requirements shall be immediately corrected by the Contractor.
- e. Because of potential soil contamination which may exist at the petroleum piers and berths, any de-watering required for excavations shall be accomplished in compliance with regulatory requirements. The discharge shall be free of any contamination. Any observed free floating petroleum products in excavations shall first be removed by vacuum truck and properly disposed of in compliance with regulatory requirements. The only exception which may be allowed will be well-point system de-watering, where the suction point is located significantly below the surface of the groundwater table, such that no free floating petroleum will be discharged, and an oil/water separator is used in the discharge line.
- f. Any contaminated soil which is encountered by the Contractor shall be removed, handled and isolated in accordance with applicable governmental regulations and in accordance with the following Paragraph B.

B. Handling and Isolation of Contaminated Materials

The Contractor may encounter subsurface conditions including petroleum contaminated soils and groundwater. Procedures for testing, containment, and disposal of such materials are addressed elsewhere in the contract documents.

C. Protection of the Environment

1. The Contractor shall take preventative measures to protect the environment from pollution and damage as the result of construction. The Contractor's work shall be performed and be in accordance with all of the restrictions and special conditions delineated in the regulatory permits and licenses for the project as contained in the Contract Documents and/or the requirements of Federal NPDES if applicable to the project site. Environmental pollution and damage are defined as the presence or spread of chemical, physical or biological elements or agents which adversely affect human life; affect other species of importance to man; or degrade the quality of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage applies to air, water, and land, and includes management of visual aesthetics, noise, solid waste, as well as other pollutants.
2. The Contractor shall establish and maintain quality control protection for the environment for his work throughout the contract duration. This includes the deployment of turbidity booms, silt curtains, and /or hay bales for turbidity control when required.
3. The Port Engineer will notify the Contractor in writing of any observed non-compliance with Federal, State, or Local laws or regulations. The Contractor shall inform the Port Engineer of his planned corrective action, and immediately commence the corrective action with any modifications which may be suggested by the Port Engineer and/or governmental agents which have jurisdiction. If the Contractor fails to act promptly, the Port Engineer may issue a stop work order for all or part of the project until satisfactory corrective actions have been

taken. Any costs which the Port incurs as a result of the Contractor's failure to perform promptly shall be for the account of the Contractor. No time extensions shall be granted or costs for damages allowed to the Contractor for any such suspension.

4. The environmental resources within the project boundaries and those adjacent to the Lands of Work for this Contract shall be protected during the entire duration of the Contract.
5. Truck Clean Outs and Wash Outs: Under no circumstances will material delivery trucks be cleaned out or washed out on Port property or waterways. The Contractor is responsible for proper clean out facilities.

3.03 GENERAL CONSTRUCTION REQUIREMENTS

A. Maintenance of Traffic and Utilities

1. Traffic Provisions

The Contractor shall so conduct his operations that he shall not close any thorough fare, nor interfere in any way with any traffic on railway, highways or on water, without the written consent of the proper authorities. The Contractor shall confine operations of his equipment and workmen and the storage of materials and equipment to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2. Utilities

The Contractor shall notify each utility company and Sunshine State One-Call of Florida, Inc. (1-800-432-4770), at least two (2) weeks prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Unless otherwise specified in the Contract Document, all costs of permanent utility relocation shall be considered the responsibility of the utility company involved. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities.

No compensation shall be made for such loss of time. All underground information is shown on the Plans to the extent known and is as complete and accurate as can be determined by the Port Engineer. It shall be the Contractor's responsibility to verify the known locations. He shall fully understand that certain structures may not be located precisely as shown or may be omitted entirely. Such, mutually agreed to, pre-existing conditions shall place on the Contractor the following obligations under this Contract:

- a. The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned, the Contractor shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the project.
- b. The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines or facilities during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the Notice to Proceed, the Contractor, nevertheless, shall commence work under this Contract, and shall schedule his work to avoid interference with the utility relocation work. The Port will not be liable for any delay or added expense which the Contractor experiences due to the activities of

utility companies, nor shall the Port or the Port Engineer be held responsible for any damages to identified utilities due to any actions of the Contractor.

- c. At points where the Contractor's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor shall be solely and directly responsible to the property owners and operators of such facilities for any damage, injury, expense, loss, inconvenience or delay caused by the Contractor's operations.
- d. All existing utilities, communications facilities and other improvements, including but not limited to conduit, pipe, wiring or cable (hereinafter referred to as "improvements"), whether above or below ground, shall be protected by the Contractor from damage or destruction. The Contractor shall ascertain from the Drawings and Specifications and from his own reasonable administrative and physical efforts, including notifications to involve organizations for proper marking, the location of any concealed improvements at or near the site of the work. Any destruction of or damage to existing pre-identified improvements, above or below ground, shall be promptly repaired, restored or replaced to the satisfaction of the utility or owner at no cost to the Port. This may require complete replacement of conduits, pipes, wiring, cables or similar improvements where original installation was made under a requirement for continuous, unspliced lengths. Whenever the Contractor neglects to complete repairs in a timely manner the Port has the right to have the necessary corrective work performed by the Contractor or by others and charge the cost thereof to the Contractor.

B. Coordinations Required for Operations Of Others

1. Maritime Operations at the Port of Tampa

Ship traffic and Port operations must not be interfered with during construction. The Contractor shall work closely with Port staff to minimize interference with Port operations. The Contractor shall not encumber or impede in any way the Port dockside operational area which exists along the dock generally to a distance of 200 feet landside of the seawall. Any outage of dockside space needed for the Contractor's work shall be coordinated through the Port Engineer and requires a minimum of seventy-two (72) hours prior notice. The scheduled outage of any dockside area is subject to the approval of the Port Engineer and may be changed if deemed to be in the best interest of Port operations. Daily shipping schedules are available from Port Operations for use by the Contractor. The Port Engineer reserves the right to regulate all Contract work within the Port in the interest of safety or for continuity of Port operations.

2. Communications Requirements:

Each tug, dredge and manned crane barge must be equipped with marine VHF radios capable of sending and receiving on marine VHF channels 12, 13 & 16 as a minimum. The U.S. Coast Guard also operates on working channel 22A. Vessels must be equipped with the required operating radios of which Contractor shall provide working channel number. The Tampa CVTS, the U.S. Coast Guard, Tampa Bay Pilots and vessel masters must be able to communicate with Contractor's tugs, dredges and manned crane barges at all times to ensure safety of navigation and work out navigational issues should they occur. Contractor personnel must monitor these communications at all times during working hours. At the beginning of each work day, Contractor shall contact the Tampa CVTS at phone (813) 241-

1886 or on VHF marine channel 12 for Tampa Vessel Traffic to advise where vessels will be working that day and when they will be making any transits of the shipping channels. After work is completed each day, Contractor shall contact the Tampa CVTS at phone (813) 241-1886 and let the CVTS know your mooring plans for the night or the weekend to ensure there is no infringement upon shipping channels. The CVTS must be able to reach Contractor at all times should navigational or other issues arise. Contractor shall provide a 24/7 contact phone number. In addition, at least one of Contractor's tug radios must be monitored by an emergency communication watch at all times, and the tug must be able to respond immediately to navigational issues raised by the Tampa CVTS, U.S. Coast Guard, pilots and vessel masters.

Local U.S. Coast Guard (USCG) approval is required before laying any dredge pipe for hydraulic pumping operations or beginning any dredging operations. TPA will set up a meeting with USCG and the Tampa Bay Pilots at the earliest opportunity. The USCG and TPA require a current survey of all pipeline locations, and additional USCG approvals will be required prior to laying a pipeline in any shipping channel or before crossing any shipping channel.

Contractor shall provide a list of all tugs, dredges and barges and other waterborne assets complete with each vessel's dimensions including the vessel's name, LOA, beam, draft and GRT. Also include if any of Contractor's vessels are equipped with AIS.

3. Marine Construction Work at the Port of Tampa

All marine construction work, such as dredging operations, seawall repairs and seawall construction, to be performed within the waterways of the Port requires careful coordination and scheduling by the Contractor so as not to disrupt, impede, restrict or endanger ship traffic and maritime operations at the Port. Contractor shall schedule the construction taking into account the ship schedules, which are available by contacting the Port Operations Department. The US Coast Guard, Port Engineer, and Port Operations Department each have certain responsibilities for controlling waterborne activities at the Port. In consideration of safety standards or the best interest of Port Operations, Contractor's work activities on the waterways of the Port of Tampa may be temporarily interrupted or halted by either the US Coast Guard, Port Engineer, or the Port Operations Department. In addition, Contractor can expect ship schedule revisions and late ship arrival/departures. Whenever any of these events occur, the Contractor shall move to another work location within the project limits, but outside of the safety zone for the occupied ship berth, to continue working, and the event shall not be cause for any claim for additional time or compensation. However in the event that the Contractor is requested by the Port Engineer to stop work in the best interest of Port operations or safety, when no other work site is available, then the Contractor will be compensated for the work stoppage on a unit price basis for Mandatory Lay Time as described hereafter.

4. Railroad Operations

The Contractor shall notify the CSX Railroad at least 72 hours in advance of its intent to work adjacent or within any railroad right of way at the Port. Arrangements shall be made by the Contractor to provide any flagmen or other safety and security measures deemed necessary by the railroad.

5. Rights of Access

The Contractor shall provide, at all times, rights of access to all vehicular and pedestrian traffic in areas of activity and passage. No facility shall be cut off by the Contractor's activities on a permanent basis. All temporary interruptions of access shall be scheduled, with the concurrence of the parties affected, to hours of least interference.

6. Cooperation with other Contractors

The Port reserves the right to let other contracts in connection with this work or in adjacent areas of the Port. The Bid Documents include Additive Alternates, such as dredging, which the Authority may elect to be performed by others. The Contractor shall conduct his work so that it will not interfere with concurrent work by others. Further, the Contractor shall make every reasonable effort to familiarize himself with such concurrent work so as to afford the satisfactory coordination and cooperation of their respective efforts. The Contractor shall afford other contractors reasonable access and opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate this work with the work of the other contractors. Generally, such cooperation and such provision for the work of others that could be reasonably anticipated as determined by the Port Engineer shall not constitute a claim for additional work. In no event shall such cooperation be deemed to require the Contractor to do work which constitutes a change to the Contract without first complying with the Contract provisions relating to "Change Orders".

If any part of the Contractor's work depends on proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Port Engineer discrepancies or defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractors' work after the execution of this Contractor's work.

To insure the proper execution of his subsequent work, the Contractor shall measure the work already in place and shall at once report to the Port Engineer any discrepancy between executed work and the Drawings.

Should the actions of any other contractor cause interference with or damage the progress of the work and/or the work of the Contractor, the Contractor's sole remedy shall be a sanction against the other contractor.

7. Port's Right in Securing Cooperation

Whenever work being done by the Port's forces or by other contractors contiguous to work covered by this Contract, the respective rights of the various interests involved may, at the Port Engineer's discretion, be established to secure the completion of the various portions of the work in general harmony.

C. Construction Phase Field Conditions

1. Hurricane Provisions

The construction period for this project may occur during Florida's Hurricane Season. It is the responsibility of the Contractor to ensure adequate provisions are applied to secure the construction site in the event a Hurricane Warning is issued. This includes moving

Contractor's equipment out of Port of Tampa when so directed. No reimbursement by the Port shall be made for such provisions.

2. Responsibility for Materials

The Contractor shall be responsible for materials, equipment and supplies sold directly to the Port, for its tax exempt status, and delivered to the Port which will be incorporated by the Contractor in the work. The Contractor shall securely store these materials and, upon delivery, shall be responsible for and shall maintain partly or wholly finished work during the Contract until final acceptance of work.

With the exception of damage caused by a force majeure condition, any damaged materials or executed work forming part of this Contract shall be assumed to have been in the Contractor's custody until final acceptance and shall therefore be immediately replaced or repaired by the Contractor at his expense, irrespective of the identity of the perpetrator of such damages. The Contractor's only recourse for reimbursement of such expenditures shall be through direct claims from the perpetrators or involved insurers.

3. Security

The Contractor is wholly responsible for providing security for the project site during construction. Any security fencing which the Contractor may have installed shall be removed at the end of construction.

4. Protection of Existing Vegetation

The Contractor will preserve and protect all existing vegetation (such as trees, shrubs, plants and grass) on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken, in removing trees authorized for removal, to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound, as directed by the Port Engineer.

5. Debris and Unsuitable Materials

All debris, waste and unsuitable material shall be disposed of by the Contractor at a licensed disposal site, in accordance with Federal, State, and Local laws and ordinances.

The responsibility for the conformance to Federal, State, and Local statutes as applicable to the disposal of waste is solely that of the Contractor and any resulting fines or levies for non-adherence to those statutes is for the account of the Contractor.

6. Temporary Power

The Contractor shall be responsible for arranging for the installation and paying the cost of any temporary power supply needed for the project.

7. Telephone

The Contractor shall provide his own telephone communication for the construction site field office.

8. Water Supply

Water required for testing, flushing, disinfection and construction of the project may be available from existing outlets as authorized by the Port Engineer at no charge to the Contractor. If water is not readily available from the Port connection, then the Contractor shall arrange as necessary to secure a water source for its use. The Contractor shall make all arrangements and incur all expenses involved in having the necessary water meters, backflow preventers and hoses furnished, installed, and removed. There shall be installed in each water service line one backflow preventer, which shall meet the municipal requirements.

9. Project Signs

The Contractor shall provide project signs as follows:

- a. No Trespassing Sign: Provide three (3) signs to be located where designated by the Port Engineer. The signs shall be 36" x 48" x 12 gauge steel, galvanized and painted white, mounted on steel angle posts at a height of 6'-0" above the ground level. The signs shall read:

THIS AREA IS A DESIGNATED
CONSTRUCTION SITE
ANYONE TRESPASSING ON
PROPERTY UPON CONVICTION
SHALL BE GUILTY OF A FELONY.

TAMPA PORT AUTHORITY

- b. Project Identification Sign: The Contractor shall provide one project identification sign, size 4' x 8', that will contain the Project Name, Names of Tampa Port Authority Commissioners, Port Director, Deputy Port Director, Port Engineer, Consultant, and Primary Contractor and the Anticipated Project Completion Date. The design and color shall be as approved by the Port Engineer. Sign construction shall be 3/4" marine grade plywood, painted by a professional sign painter and mounted on 4" x 4" pressure treated wood posts. The Contractor shall remove and dispose of the sign after final acceptance of the project.

10. Progress Photographs

The Contractor shall engage and pay for progress photographs to be taken monthly of the project during the construction period and to be submitted with Contractor monthly Pay Request. The type of photographs shall be as follows:

- a. Remodel, renovation, or reconstruction projects above \$500,000 in value; marine projects, land development, or new vertical building construction projects: Furnish four (4) aerial photographs sized 11 inches by 14 inches taken of the project site from the north, south, east and west direction. Provide three (3) glossy prints of each aerial photograph which shall be labeled on the back with the name of the photographer, print identification number, and date of photograph. Aerial photos are

to be taken before start of construction and monthly thereafter until project is completed

- b. Remodel, renovation or reconstruction projects \$500,000 in value or less, or project not visible for aerial photography. Furnish up to twenty-four (24) photographs each month at the locations as directed by the Port Engineer. Three (3) glossy prints of each photograph, at least 3 inches by 5 inches in size, with the date, location of work shown and photographer's identification affixed thereto, and suitable bound shall be furnished to the Port Engineer with each monthly invoice. At the completion of the work, negatives, which shall be 35mm or larger in format, shall be turned over to the Port Engineer.

11. Pavement Restoration

All existing pavement cut or damaged by the Contractor in existing Port operational areas, shall be repaired within 24 hours to match the original surface, thickness, and grade.

12. Engineer and Testing Service Overtime Rate

The Contractor shall pay for failing quality control tests and engineering or testing services required on an overtime basis. The fee for such services, which shall be deducted from the Contractor's Monthly Application and Certificate for Payment, shall be:

Inspection	\$80.00/hour/person
Testing Service	\$45.00/hour/person
Density Failures	\$20.00/failing test
All Other Test Failures	\$20.00/failing test
Overtime	Pay Premium Cost of Labor

13. Testing

Except as stated otherwise in the contract documents, the Port will perform acceptance testing at the project site. Any off-site testing, manufacturer's testing, bacteriological testing, or manufactured product certification testing is the responsibility of the Contractor. The Contractor is responsible for all testing specified or indicated to be performed by the Contractor along with materials or quality control testing necessary for submittals, all systems/assemblies testing and any other testing the Contractor feels necessary to verify conformance with contract requirements. The Contractor shall provide the Port Engineer with a minimum 24 hour notice of when elements will be available for acceptance testing.

The Contractor shall provide an independent construction materials testing laboratory accredited by an acceptable laboratory accreditation authority to perform sampling and tests required by this Contract. Submit to the Port Engineer a copy of the Certificate of Accreditation and Scope of Accreditation.

PART 4 - MEASUREMENT AND PAYMENT

See Section 01026

END OF SECTION 01015

TAMPA PORT AUTHORITY

01026 MEASUREMENT AND PAYMENT

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-004-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SECTION 01026 - MEASUREMENT AND PAYMENT

1. GENERAL

- 1.1. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Provisions and other Division 1 Specification Sections, apply to this Section.
- 1.2. Summary: This Section includes administrative and procedural requirements for measurement and payment.
- 1.3. Definitions: Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices and extensions indicated with brackets on the Bid Form are deductions (credits) to the overall project cost.
 - 1.3.1. Pay items have been grouped into an overall category by primary discipline – General and Electrical, and provided with an alphabetical prefix corresponding to the primary category (G, E).
- 1.4. Procedures: Unit prices include all costs required for the complete construction of the specified unit of work, including all necessary material, plus cost for delivery, installation, labor, insurance, overhead, profit, and applicable taxes. Labor costs shall include Social Security, insurance, and other fringe benefits.
 - 1.4.1. Measurement and Payment: Methods of measurement and payment for unit prices are specified in this Section.

2. PRODUCTS: NOT USED

3. EXECUTION: NOT USED

4. MEASUREMENT AND PAYMENT:

- 1.5. Lump Sum, Unit Price, and Allowance Items – General:
 - 1.5.1. Lump Sum Pay Items are intended to Compensate the Contractor for all work associated with completion of the entire Contract Scope of Work, excluding that work which is covered by Unit Price and Allowance Pay items. This shall apply for all Lump Sum Pay Items within the Bid Proposal. Lump Sum Pay Items shall include all costs associated with the work including all necessary material, delivery, installation, labor, equipment, consumable supplies, insurance, overhead, profit and applicable taxes for completion of the work. Unless otherwise specified, progress payments for Lump Sum Pay Items will be based upon the agreed percentage of work complete and meeting the acceptance of the Port Engineer.

Unit Price Pay Items are established in the Bid Proposal Form as a means of compensating the Contractor for work items for which the quantity has been estimated at the time of bid. The following conditions apply to Unit Price Pay Items:
 - 1.5.2. Should it become necessary, as ordered by the Port Engineer in writing, to increase quantities of Unit Price Pay Items above those required to complete the work shown on the Drawings or specified herein due to changes in the design or layout of the work, the

Contractor shall do so with such additional quantities at the same unit prices as included in the Bid Proposal Form.

- 1.5.3. If such changes of plan result in a decrease in the quantities of Unit Price Pay Items, the Contractor shall allow credit against the total cost of the Contract in accordance with the unit prices as included in the Bid Proposal Form. This credit shall apply to any and all decreases up to one hundred percent (100%) of the original amount. The Authority has the right to eliminate any Unit Price Pay Item in its entirety.
- 1.5.4. Progress payments for Unit Price Pay Items will be determined on the basis of field measurements of the number of estimated units completed meeting the acceptance of the Port Engineer.
- 1.5.5. Allowance Pay Items may be established in the Price Schedule in the Bid Proposal Form to readily deal with certain unforeseen conditions should they be encountered during the course of construction. The conditions, requirements and prior approvals required for any work to be considered for payment under an Allowance Pay Item are as follows:
Allowance for Building Permits and impact fees.

1.6. Detailed Description, Measurement and Payment of Pay Items:

Pay Item G1 – Consideration for Indemnification of the Authority

- a. Description: This stipulated sum item is compensation for indemnification to the Authority which is required for the duration of the Contract.
- b. Measurement and Payment: This stipulated sum is billable on the first monthly payment application.

Payment shall be made under:

Pay Item G1 - Consideration for Indemnification of the Authority – Stipulated Sum

Pay Item G2 – Consideration for Bond Premium

- a. Description: This lump sum item is compensation for 100% Performance and Payment Bonds Premiums which are required for the duration of the Contract. The amount of Payment Bond is not to exceed 3%.
- b. Measurement and Payment: The lump sum amount is billable on the first monthly payment application. The lump sum amount for bond premiums shall not exceed three percent (3%) of the total bid price. Any amount in excess of 3% will be paid on a percentage of the total project work completed.

Payment shall be made under:

Pay Item G2 - Consideration for Bond Premiums – Lump Sum

Pay Item G3 – Mobilization and Demobilization

- a. Description: This lump sum item is compensation for all work and material necessary for the Contractor to mobilize and demobilize all labor not included in the unit prices, transportation of the equipment, permits, fees, and taxes necessary to mobilize and demobilize the equipment, overhead, supervision, superintendent, telephone, insurance, and other overhead not described above. Mobilization and Demobilization are based on the Contract value.

- b. Measurement and Payment: Within the Base Bid price schedule the Mobilization and Demobilization, total cost payable to the Contractor, shall be limited to a maximum of 10% of the total project proposal cost (Base Bid). Any amount in excess of 10% will be paid on a percentage of the total project work completed. Seventy (70) percent of the Mobilization/Demobilization cost shall be paid in the first Progress Pay Application of more than fifteen (15) calendar days, with remaining thirty (30) percent paid as a percentage of work complete.

Payment shall be made under:

Pay Item G3 - Mobilization and Demobilization – Lump Sum

Pay Item G4 – General Conditions

- a. Description: The quantity to be paid shall be for providing construction administrative support services personnel, construction trailers with temporary utilities, job site toilets, dumpster, janitorial service, office equipment and supplies, phones, and equipment for the project including, but not limited to; Project Manager, Superintendent, scheduler, cost estimator, foreman and other home office assistance, as well as other incidental items needed in support of construction and as may be listed in the General Provisions. This pay item shall be paid for under General Conditions per month.
- b. Measurement and Payment: The quantity to be provided shall be paid for at the contract unit price per complete general conditions per month and shall include, but not be limited to, the costs of all labor, equipment, transportation, materials and incidentals required to complete the work.

Payment shall be made under:

Pay Item G4 - General Conditions – Per Month

Pay Item G5 – Record Drawings

- a. Description: The quantity to be paid shall be for providing the up-to-date record drawings, AutoCAD disk files and ancillary documentation in the number of copies required by the General Provisions. This includes the surveyed as-built location (horizontal and vertical position) of the underground conduits and all constructed features.
- b. Measurement and Payment: The quantity to be provided shall be paid for at the contract unit price per complete up-to-date record drawings at the end of the project and shall include, but not be limited to, the costs of all labor, equipment, transportation, materials and incidentals required to complete the work.

Payment shall be made under:

Pay Item G5 - Record Drawings – Lump Sum

Pay Item G6 – Allowance for Permit and Impact Fees

- a. Description: This pay item is intended to establish an allowance to draw against for various permits and impact fees required by governmental regulatory agencies in conjunction with the work in this project.
- b. Measurement and Payment: Payment shall be at the actual cost indicated on fee receipts plus an allowable markup of 3 percent, for the actual fees paid by the Contractor. Prior approval by the Port Engineer of any fees the Contractor wishes considered for this allowance item is required.

Payment shall be made under:

Pay Item G6 – Permit Allowance Item – Per Allowance

Pay Item E1 – Replace Existing Light Fixtures (luminaires) with new LEDs

- a. Description: The scope of work for this pay item shall include all materials, labor and equipment necessary, to demo and remove the existing interior parking garage (north and south garages, no pole lights on top deck) high pressure sodium (HPS) light fixtures and replace with new LED parking garage fixtures. This includes all fixture types shown on the project drawings. This pay item also includes all conductors, conduits, brackets, anchors, labor, etc. for the extension/addition/deletion of circuits needed to power the light fixtures. See project drawings.
- b. Measurement and Payment: For the work specified under this section the quantity to be paid for will be a lump sum.

Payment shall be made under: LED Lighting Improvements Pay Item E1 – Lump Sum.

Pay Item E2 – Remove Existing Lighting Controls and Replace with New Electronic Lighting Control Panels

- a. Description: The scope of work for this pay item shall include, all materials, labor and equipment necessary, to demo and remove the existing time switches and photocells and replace with new electronic switching panels for improved control and flexibility. The new panels shall communicate together and shall connect and seamlessly communicate with the existing Garage Extension control panel and shall act as one. This pay item includes all conductors, conduits, brackets, anchors, labor, etc. for the extension/addition/deletion of circuits needed to control the light fixtures. See project drawings and specification 255102.
- b. Measurement and Payment: For the work specified under this section, the quantity to be paid for will be lump sum.

Payment shall be made under:

Pay Item E2 – LED Lighting Controls and Panels – Lump Sum.

Pay Item E3 – Spare Light Fixture (Luminaire) ‘A’ Type

- a. Description: The scope of work includes furnishing spare LED light fixture type, “A”
- b. The quantities paid for under this section shall be on a unit price basis for each spare LED light fixture type, “A” that is furnished.

Payment shall be made under:

Pay Item E3 – Spare Light Fixture Type “A” (Luminaire) – Each

Pay Item E4 – Spare Light Fixture (Luminaire) ‘C’ Type

- a. Description: The scope of work includes furnishing spare LED light fixture type, “C”
- b. The quantities paid for under this section shall be on a unit price basis for each spare LED light fixture type, “C” that is furnished.

Payment shall be made under:

Pay Item E4 – Spare Light Fixture Type “C” (Luminaire) – Each

END OF SECTION 01026

TAMPA PORT AUTHORITY

01300 SUBMITTALS

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-004-11

PROJECT NO. 11-05410

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SECTION 01300 - SUBMITTALS

1 - GENERAL

- 1.01 The Contractor shall submit to the Owner **four (4)** copies of shop drawings, catalog cuts, mill/manufacturer's certification, descriptive literature, test results, and/or other information/documentation required by these specifications. Contractor shall prepare and submit a list of submittals required by these specifications for approval by the Port Engineer. List of Submittals shall be approved prior to submitting submittals.

2 - REQUEST

- 2.01 A "Contract Item Approval Request" shall accompany all submittals. All items shall be individually listed and clearly identified, referencing the applicable Section and Paragraph. A copy of this form is located at the end of this division and may be reproduced as needed.
- 2.02 Up to eight (8) items may be listed on an individual approval request. Number each Contract Item Approval Request consecutively (Submittals # 1, 2, etc.) and re-submittals with letters (Submittal #1A is the first re-submittal of Submittal #1).

3 - SUBMITTALS

- 3.01 Submittals shall be forwarded to the Owner for review. The review process normally takes a **minimum of fourteen (14) calendar days**, not including time for mailing delays, etc. The Contractor shall allow for this review process in the Construction Schedule and all project planning. In instances where submittal review must be expedited, the Contractor may annotate the Contract Item Approval Request as "Urgent" and provide a FAX number for prompt return. Owner will make every effort to accelerate the review of each urgent submittal; however, the Contractor should not anticipate a reduced time schedule and shall plan project progress accordingly.

4 - APPROVAL

- 4.01 After receipt by the Owner, submittals are forwarded to the Construction Project Manager for review and processing. Submittals will be stamped "Approved", "Disapproved", or "Approved as Noted" for items requiring Project Manager and/or Engineer approval and "Accepted" for those items requiring Project Manager review (construction schedule, schedule of values, safety plan, etc.). Approval, Acceptance, etc. of each item will also be indicated on the Contract Item Approval Request form and the appropriate copies returned to the Contractor.

5 - RESUBMITTALS

- 5.01 **Prompt re-submittal of "Disapproved" items is required.** The Contractor shall furnish a new Contract Item Approval Request numbered in accordance with the requirements of paragraph 2.1.

6 - DEFECTIVE WORK

- 6.01 Nothing contained in the Contract Item Approval Request, when approved by the Project Manager and/or Engineer, shall restrict the Owner's rights to reject materials at a later date where inspection reveals latent defects in all or individual items, departures from requirements of the contract, use of damaged articles or materials and improper installation; nor does this approval prejudice the Owner's rights of rejecting any work found defective during the Final Observation and Acceptance.
- 6.02 Proceeding with Contract work utilizing submittal items requiring Project Manager's and/or Engineer's approval or acceptance, prior to receiving said approval or acceptance, shall be at the Contractor's risk and may jeopardize contract performance.

END OF SECTION 01300

TAMPA PORT AUTHORITY

01450 ENVIRONMENTAL PROTECTION

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-004-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SECTION 01450 - ENVIRONMENTAL PROTECTION

1. GENERAL

1.01. Section Includes:

- 1.01.01. Requirements for prevention of environmental pollution and damage as the result of construction operations under this contract.

1.02. System Description

- 1.02.01. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. Environmental pollution and drainage are also defined as any violation of Federal, State and Local Environmental Regulations and Requirements.
- 1.02.02. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.03. Quality Assurance

- 1.03.01. The Contractor is responsible to establish and maintain quality control for environmental protection of all items set forth herein, including maintaining an environmental observer during the course of the work if necessary.
- 1.03.02. Record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.
- 1.03.03. Comply with all requirements under the terms and conditions set out in all Federal, State and Local Environmental Regulations and Requirements.
- 1.03.04. The Owner will notify the Contractor in writing of any observed noncompliance with the Federal, State, or local laws or regulations, permits and other elements of the Environmental Protection Plan.
 - A. After receipt of such notice, inform the Owner of proposed corrective action and take such action as may be approved.
 - B. Failure to comply promptly will be grounds for suspension of the work.
 - C. No time extensions shall be granted or costs or damages allowed for any such suspension.

1.04. Submittals

- 1.04.01. Environmental Protection Plan, including but not limited to, the following items:
 - A. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the proposed operations and the requirements imposed by those laws, regulations, and permits.

- B. Methods for protection of features to be preserved within authorized work areas. Prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, grasses and ground cover, air and water quality, fish and wildlife.
 - C. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. Set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.
 - D. Location of the temporary solid waste staging area.
 - E. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
 - F. Environmental monitoring plans for the jobsite, including land, water, air, and noise monitoring.
 - G. Methods of protecting surface and ground water during construction activities.
 - H. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of areas to be used.
 - I. Plan of borrow area(s). Borrow site must be pre-approved by Tampa Port AUTHORITY.
 - J. Identify quality control personnel.
- 1.04.02. As soon as possible after receipt of notice to proceed, submit the Environmental Protection Plan for approval by the Owner. Approval of the plan shall not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

2. PRODUCTS - (NOT APPLICABLE)

3. EXECUTION

3.01. Preparation

- 3.01.01. Do not begin construction operations until the Plan is approved by the Owner.

3.02. Protection Of Environmental Resources

- 3.02.01. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the drawings and specifications.

3.02.02. Protection of Land Resources:

- A. Prior to the beginning of any construction, identify all land resources to be preserved within the work area.
- B. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Owner.

3.02.03. Work Area Limits:

- A. Prior to any construction mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced.
- B. Monuments and markers shall be protected before construction operations commence.
- C. Where construction operations are to be conducted during darkness, the markers shall be visible.
- D. Convey to all of personnel the purpose of marking and/or protection of all necessary objects.

3.02.04. Reduction of Exposure of Unprotected Erodible Soils:

- A. Protect earthwork brought to final grade and back slopes as soon as practicable upon completion of rough grading.
- B. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

3.02.05. Temporary Protection of Disturbed Areas:

- A. Utilize such methods as necessary to effectively prevent erosion and control sedimentation, including but not limited to the following; Control runoff from the construction site by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and any measures required by areawide plans approved under paragraph 208 of the Clean Water Act.

3.02.06. Erosion and Sedimentation Control Devices:

- A. Construct or install all temporary and permanent erosion and sedimentation control features as required.
- B. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basins, grassing and mulching until permanent drainage and erosion control facilities are completed and operative.

3.02.07. Location of Field Offices, Storage, and Other Contractor Facilities:

- A. Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated or approved by the Owner.
- B. Temporary movement or relocation of facilities shall be made only on approval by the Owner.

3.02.08. Borrow Areas on the Owner's Property shall be pre-approved by AUTHORITY and managed to minimize erosion and to prevent sediment from entering nearby water courses.

3.02.09. Control temporary excavations and embankments work areas to protect adjacent areas from despoilment.

3.02.010. Disposal of Waste:

- A. Dispose of solid wastes (excluding clearing debris) in containers which shall be at a licensed disposal area off Port property. All handling and disposal shall be conducted to prevent contamination.

- B. Transport all solid waste off property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.
- C. Store chemical waste in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.
- D. Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Owner.

3.03. Protection Of Water Resources

- 3.03.01. Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out herein shall be implemented to control water pollution.
- 3.03.02. Conduct earthwork operations in a manner to minimize turbidity. Be responsible for monitoring turbidity as specified and to assure that State Water Quality Standards are met.
- 3.03.03. Washing and Curing Water:
 - A. Wastewaters directly derived from construction activities shall not be allowed to enter water areas.
 - B. These wastewaters shall be collected and placed in retention ponds where suspended materials can be settled out or the water evaporates so that pollutants are separated from the water.
- 3.03.04. Monitor all water areas affected by construction activities.

3.04. Protection Of Air Resources

- 3.04.01. Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
- 3.04.02. All activities, equipment, processes and work operated or performed in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (Florida Statute, Chapter 403 and others) and all Federal emission and performance laws and standards.

3.05. Adjusting And Cleaning

- 3.05.01. Clean up any area(s) used for construction.
- 3.05.02. Restore all landscape feature damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted to the Owner for approval.

3.06. Training Of Contractor Personnel In Pollution Control

- 3.06.01. A. Train personnel in all phases of environmental protection.
- 3.06.02. Include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control.
- 3.06.03. Train and inform quality control and supervisory personnel in the proper use of monitoring devices and abatement equipment, and Federal, State, and local laws,

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Environmental Protection

regulations, and permits, as listed in the Environmental Protection Plan submitted by the Contractor.

4.01 PAYMENT

A Payment will be made under "Measurement and Payment" Section 01026.

END OF SECTION 01450

TAMPA PORT AUTHORITY

01701 – PROJECT CLOSEOUT

FOR

TAMPA PORT AUTHORITY PROJECT

INVITATION TO BID

ITB B-004-11

PROJECT NO. 11-05410

ENTITLED:

**CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS**

SECTION 01701- PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Final cleaning.

1.02 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements, if applicable.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Submit record drawings, maintenance manuals, final project photographs, and similar final record information.
 - 6. Deliver spare parts, extra stock, and similar items.
 - 7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site.
 - 8. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer, and Owner, that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within 10 days of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction or other requirements that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.03 FINAL COMPLETION

**CHANNELSIDE PARKING GARAGE
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TPA Project No. 11-05410

Tech Spec 01701
Project Closeout

- A. When Contractor considers the Work to be complete, he shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Engineer.
 - 4. Submit consent of surety to final payment.
 - 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements of the contract documents.
- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
 - 1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If necessary, re-inspection process will be repeated.

1.04 RECORD DOCUMENT SUBMITTALS

- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
 - 1. Provide access to record documents for the Engineer's reference during normal working hours.
 - 2. Label each document "PROJECT RECORD" in 2 inch high printed letters.
 - 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 - 3. As applicable, show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or registered land surveyor.
 - 4. Note related Change Order numbers where applicable.

5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Record Survey: Provide as-built survey drawing in Auto CAD (.DWG) format prepared in accordance with the minimum technical standards for surveying.
- G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- H. At Contract close-out, deliver one copy of Record Documents and as-built drawings in Auto CAD (.DWG) format to Engineer for Owner. Accompany submittal with transmittal letter in duplicate containing the following information:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01701

TAMPA PORT AUTHORITY

255102 NETWORK LIGHTING **CONTROL SYSTEM**

FOR

TAMPA PORT AUTHORITY

INVITATION TO BID

ITB B-001-11

PROJECT NO. 11-05410

ENTITLED:

CHANNELSIDE PARKING GARAGE
LED LIGHTING IMPROVEMENTS

SECTION 25 51 02

NETWORK LIGHTING CONTROL SYSTEM

PART 1 NETWORKED LIGHTING CONTROL SYSTEM

1.1 OVERVIEW

- A. The LX Series uses a graphical touch screen interface.
- B. The intent of these specifications is to provide a complete, functional, distributed intelligent, networked lighting control system for the control of incandescent, low-voltage, neon, cold cathode, LED, fluorescent and HID lighting sources.
- C. Where shown on the drawings, the contractor shall furnish and install a complete low-voltage networked lighting control system consisting of, but not limited to, relays, touch tablet graphic user interfaces, controllers, enclosures, switch stations, photo sensors, and miscellaneous components as required for a complete, operable lighting control system.
- D. Where applicable standards have been established, all items of equipment, individual components and installation methods shall meet the requirements of these standards, including, but not limited to, Underwriter Laboratories (UL), the National Electrical Code (NEC), Federal Communications Commission (FCC) and any local or state codes that may be applicable.
- E. The products specified herein are those of Hubbell Building Automation (HBA) distributed intelligent networked lighting control systems manufactured by the following manufacturers shall be considered provided they meet the requirements of these specifications and provide the quality and performance specified herein.
 - 1. Hubbell Building Automation
 - 2. Optional manufactures shall be pre-approved by the Tampa Port Authority (TPA) prior to bid.
- F. Listing of a manufacturer as acceptable does not in any way relieve the contractor from the responsibility for providing a lighting control system that meets all the requirements of these specifications.
- G. In case of substitutions of equipment other than that specified herein the proposed manufacturer shall submit to the owner and specifying engineer a line-by-line compliance comparison between each specification requirement and the system being proposed.
- H. Any ambiguities in the drawings or specifications shall be brought to the attention of the specifying engineer for clarification.

1.2 QUALITY ASSURANCE

- A. Factory Assembly: All relays, touch tablet graphic user interfaces, controllers, enclosures, switch stations, photo sensors, occupancy sensors and miscellaneous components shall be

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factory assembled and tested. All system components shall arrive at the job site completely pre-wired and ready for installation, requiring only the connection of lighting circuits and network terminations. All connections shall be made to clearly and permanently labeled termination points. Systems that require field assembly shall not be acceptable.

- B. Component Testing: All system components and assemblies shall be individually tested prior to assembly. Once assembled, all finished products shall be tested for proper operation of all control functions per specifications prior to shipment.
- C. NEC Compliance: All system components shall comply with all applicable sections of the National Electrical Code (NEC) as required.
- D. NEMA Compliance: All system components shall comply with all applicable portions of NEMA standards pertaining to types of electrical equipment and enclosures.
- E. UL Approval: All applicable equipment shall be tested to and listed under UL standard 508 and shall bare labels to indicate compliance. Lighting control relays shall be tested to UL standard 508 for both safety and endurance. System listed other ETL or other UL sections shall provide documentation proving compliance with UL standard 508.
- F. FCC Emissions: All applicable equipment shall comply with FCC emissions standards specified in Part 15, sub-part j for commercial and residential applications and shall bear labels indicating compliance testing. Equipment the does not meet these standards shall not be acceptable.
- G. Title 24: All applicable system components and the system as a whole shall be certified as complying with Title 24 requirements.

1.3 SUBMITTALS

- A. Manufacturer shall provide submittal drawings and data for approval prior to beginning manufacture of equipment in both printed and electronic formats.
- B. Submittal package shall include, but not be limited to, the following. Submittals that do not contain all the information listed below will not be considered for approval.
 - 1. Specifications Compliance: Submit a line-by-line comparison that describes the differences between each specifications requirement and the equipment / systems being proposed. Comparison shall include a complete listing of how the proposed equipment / systems differ from that specified with regard to size, quantity, quality, method of control, features and functions, control software functions and installation requirements.
 - 2. Bill of Materials: Provide as part of the submittal package a detailed itemized listing of all proposed equipment, including quantities and capacities for all major system components.
 - 3. Product Data Sheets: Provide as part of the submittal package detailed product data sheets for all major system components.

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4. Riser Drawing: Provide as part of the submittal package a system riser drawing of sufficient detail to indicate relative placement of major system components and the required connections between each.
5. Shop Drawings: Submittal shall include shop drawings that accurately represent the system or systems specified herein. Shop drawings shall include the name of the project, quantity and physical dimensions of all major system components, wire sizes and counts for all required connections between system components.

1.4 WARRANTY

- A. Manufacturer's Warranty: Manufacturer shall provide a written warranty that shall cover all lighting control equipment. Manufacturer shall agree to repair or replace any equipment that fails due to material or workmanship for a period of 2 years.
- B. Warranty Period: The warranty period shall begin after the point at which the system owner receives beneficial use of the control system.

PART 2 NETWORKED LIGHTING CONTROL PRODUCTS

2.1 NETWORK INFRASTRUCTURE

- A. Network Data Line: The distributed intelligent lighting control network shall consist of intelligent lighting control devices consisting of but not limited to relays, touch tablet graphic user interfaces, controllers, enclosures, switch stations, photo sensors, occupancy sensors and miscellaneous components linked together via a single data line that uses the Echelon/LonTalk(TM) protocol for communications.
- B. The distributed intelligent lighting control network shall facilitate data transmission between the distributed intelligent lighting control systems devices over a twisted pair of wires at 78K baud. Network communication shall use the LonWorks® communication protocol to transmit/receive and negotiate messaging between networked devices.
- C. Network wiring must be Belden 8471 or an HBA approved unshielded, twisted pair 16awg data communication wire with insulation ratings as required by local codes. The network shall support free topology wiring allowing loop, star, bus or any mixed combination of connection topologies between devices.
- D. Wiring distances shall be up to 1500 feet for free topology.
- E. Communication over the network shall allow any switch input from any device to be linked to any relay output or group of relay outputs in the lighting control system for complete, unrestricted control.
- F. Network Technology: The distributed intelligent lighting control network shall consists of intelligent devices such as lighting control panels, switch stations, photo sensors and motion sensors that communicate with each other using the ANSI/EIA/CEA 709.1 protocol over one or more communications channels.

- G. Peer-to-Peer (P2P): The distributed intelligent lighting control network shall consist of a true peer-to-peer network. In order to eliminate the potential of a single point of failure there shall be no master controller or node required for system operation. All nodes shall be capable of communicating with each other without the need of these types of devices. Systems which utilize master controllers or master / slave networking concepts shall not be acceptable.
- H. Network Topology: The lighting control system specified herein shall utilize a 2-wire topology free polarity insensitive powered network. Devices connected to the network shall be capable of doing so without regard for network topology or wiring polarity. Systems, which require the contractor to follow any kind of networking topology or to pay attention to the wiring polarity, are not acceptable.
- I. Network Capacities: Up to 32,000 individual distributed intelligent (NODES) shall be capable of being connected together within a single network.
- J. Programming: The distributed intelligent lighting control system shall be capable of being programmed from any point or points anywhere on the system network. Systems that require a single point of system access are not acceptable. The lighting control network must remain completely functional during this process. Lighting control systems that must be taken "OFF LINE" for programming are not acceptable. All programming changes shall take effect immediately as they are programmed.
- K. System Updates and Upgrades: All device installed upon the distributed intelligent lighting control system network shall be capable of having their programs updated and or upgraded over the network. Systems which require hardware or memory chips to be replaced to perform upgrades are not acceptable. Software and firmware upgrades shall be made available free of charge for the life of the system.

2.2 LIGHTING CONTROL PANELS

- A. Where shown on the drawings, the contractor shall furnish and install lighting control panels of the quantities, sizes and types shown on the drawings and or specified herein.
- B. Lighting panels shall contain relays, and other devices of the sizes and quantities indicated on the drawings and specified herein.
- C. Controller Backbox: Each lighting control panel shall be provided with a factory furnished, UL listed NEMA 1 enclosure designed for wall mounting. Backbox must be capable of being shipped ahead of controller chassis insert to allow for rough-in of all electrical connections prior to receipt of the controller chassis insert.
- D. Controller finish: Each lighting control panel shall be of welded construction primed and painted with a powder coat finish. Unpainted or galvanized enclosures are not acceptable.
- E. Controller Chassis Insert: Each lighting control panel shall be provided with a factory or field installable controller chassis insert. Controller chassis insert shall contain all controller electronics, power supplies, relays and other required components. Controller chassis inserts shall arrive at the project site completely pre-wired and requiring only the connection of

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lighting circuits and network cable. Systems that require field assembly of controllers or chassis inserts are not acceptable.

- F. High-Voltage / Low-Voltage Separation: Each programmable lighting controller shall be provided with a mechanical barrier that separates all high-voltage components and wiring from all low-voltage components and wiring. An additional barrier shall be installed within the high-voltage section that shall provide isolation between normal and emergency circuits where required.
- G. Controller Covers: Each programmable lighting controller (LX8, LX16, LX32 and LX48) shall be provided with a dead front screw-held hinged locking cover that is designed for either surface or flush mounting. The LX4 shall be provided with a screw-held locking cover that is designed for surface mounting.
- H. Controller Power Supply: Each programmable lighting controller shall be provided with a single triple-rated, UL listed Class 2 transformer capable of either being connected to 120/277 or 347 VAC primary (+ or - 20% VAC, 50 to 60 Hz).
- I. Connections: All connections shall be made to clearly and permanently labeled termination points.
- J. Controller Module: Each lighting panel shall be provided with a LonWorks® controller module that shall provide for all of the lighting panels controller functions, these functions shall include but not be limited to real time clock, LonWorks® network interface, scheduling, relay control, monitoring, status and diagnostic information.
- K. I/O Controller: I/O (input/output) cards shall be provided to expand the controller capability from 4 to 48 relay outputs in groups of 8. I/O controller cards shall be completely self-configuring and shall not require settings of any kind in order to be configured for use within the lighting control panel.
- L. Capacity: Each controller shall be capable of controlling 1 to 48 individual lighting control relays. Controllers shall be available in five sizes: 4, 8, 16, 32 and 48 relay outputs. Relay must be capable being individually added to or removed from the lighting controller for the purpose of service and or expansion of the controllers capabilities.
- M. Diagnostic Aids: Each lighting control panel shall be provided with a status LED to indicate current operational status. Each relay output shall have an LED pilot to indicate the current status of all controlled relay outputs.
- N. Data Protection and Storage: All programmed data shall be stored in nonvolatile flash memory that shall protect all stored programming data from loss during a power outage for a minimum period of 20 years without power of any type.
- O. Power Failure and Power-Up Options: Each lighting control panel shall be provided with circuitry that shall automatically shut down the controller whenever the incoming power fails. When power is returned to the controller, one of the following power-up modes will be implemented (user selectable) for each controlled relay output in the system.

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1. No Action: Upon restoration of incoming control power, the lighting control panel electronics shall be restarted and resume normal operations, and all circuits will be maintained in the condition they were last in.
 2. Forced ON: Controller will force selected relay output(s) to the ON state after power-up.
 3. Forced OFF: Controller will force selected relay output(s) to the OFF state after power-up.
- P. Blink Alert: Each relay output within the lighting control panel shall be individually programmable to blink prior to being turned OFF. Blink alert times shall be adjustable between 1 and 15 minutes. Relays programmed for the blink alert function shall blink prior to turning OFF to warn occupants of the upcoming OFF event. If an ON command is received during the blink alert time, relay output will be overridden and left ON for the override time. Override times shall be adjustable from 1 to 3 hours.
- Q. Real-Time Clock: Each lighting control panel shall have its own Real-Time Clock, which shall be used to perform all time-controlled functions. Real-Time Clock functions shall include time of day, day of week, date and automatic daylight savings and leap year adjustments. Time clock shall be protected against loss of time during a power outage for a period of up to 60 days without power of any type. Systems, which utilize a single central time clock, are not acceptable.
- R. Astronomical Clock: Each lighting control panel shall contain an astronomical time clock that shall calculate sunrise and sunset times based on the geographical positioning information provided during the programming of the system. Sunrise and sunset times may be used as activation times for any system timer. In addition to sunrise and sunset time activation, the control shall be capable of programming activation time for the system timer for before and after these times based on an offset of 1 to 999 minutes either before or after the calculated sunrise or sunset event.
- S. Time-of-Day Scheduling: Each programmable lighting control panel shall be provided with a minimum of 99 scheduled events for use in developing time-of-day automated schedules. Each schedule shall have the ability to turn any relay or group of relays ON or OFF or activate a preset lighting scene and the scheduled time. Schedules shall be day-of-week selectable and may be programmed to activate on any combination of days of the week (Sunday through Saturday), on all days, or to activate on a specific date only (Holiday Schedule). Each non-holiday scheduled event shall be capable of being programmed either to halt operation on holidays or to ignore holidays and continue normal operations on holidays.
- T. Manual Relay Overrides: Lighting control panel relays shall be provided with two means of manual override:
1. Mechanical Manual Override: Each relay shall be provided with a manual override switch. It shall be possible to change the state of each relay without the need for the controller electronics or any other part of the system to be operational or powered. Lighting control panels that require power be applied in order to change or maintain the state of relays are not acceptable.

- 2. Push Button Override: In addition to but not in lieu of the mechanical manual override each relay output shall be supplied with an ON and OFF manual override push-button with LED pilot that shall allow the system user to view the current status and/or manually override any relay output to the ON or OFF state.
- U. True Relay Status Feedback: Each lighting control panel shall be provided with circuitry that shall monitor the actual current status of each relay.
- V. Staggered Relay Activation: Lighting control panels shall be designed to stagger relays ON and OFF to limit the impact of switching multiple lighting loads ON or OFF at the same time.

2.3 20 AMP RELAYS

- A. Electrical contractor shall provide and install quantities of mechanically latching lighting control relays as indicated on the drawings and schedules as specified herein. Electrically held or non-mechanically latching relays shall not be considered.
- B. Lighting control relays shall be individually UL and CUL listed and shall bear labels indicating compliance. Lighting control relays shall be tested to UL standard 508 for both safety and durances and bare labels signifying compliance.
- C. Lighting control relays shall be designed and tested to have a minimum cycle life of 150,000 ON/OFF cycles @ FULL LOAD switching into any and all loads that the relay is rated to control. Manufacturer shall provide test data certifying compliance to this section.
- D. Lighting control relays shall be specifically designed for control of 120, 277 or 347 VAC lighting loads including but not limited to incandescent, low-voltage, neon, cold cathode, LED, fluorescent and HID lighting sources at a full 20 AMPS and motor loads of 1/2 Hp @ 120 VAC or 1.5 Hp @ 277 VAC.
- E. Lighting control relays shall be designed with a mechanical latching mechanism that shall hold the relay in its last activated state indefinitely, with no change of state during an interruption of power.
- F. Lighting control relays shall contain an electrical means of monitoring the current status of the relay contacts electrically isolated but mechanically linked to the main contacts for the purpose of true status monitoring and pilot light activation.
- G. Each lighting control relay shall include a mechanical means of turning the relay ON or OFF without the need for electrical power of any kind.
- H. Each lighting control relay shall include a mechanical visual indicator showing the current status of the relay itself.

2.4 TOUCH TABLET GRAPHICAL USER INTERFACE (GUI)

- A. Electrical contractor shall provide LX Touch Tablet Graphic User Interface(s) as shown on drawings and described herein.

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- B. The LX Touch Tablet Graphic User Interface(s) shall consist of a microprocessor based lighting control station specifically designed for the control of lighting control systems.
- C. To provide for clarity of operation a high resolution graphic Liquid Crystal Display with wide viewing angle and an electroluminescent backlight shall be used to display system information in both alphanumeric and graphical format.
- D. All programming shall be accomplished through the use of a Graphical User Interface.
- E. The LX Touch Tablet Graphic User Interface(s) shall provide the system user access to the following system features:
 - 1. Current Status of any device on the systems network.
 - 2. Time and Date information and programming.
 - 3. Astro Clock and Daylight Saving Time adjustments.
 - 4. Scheduling
 - 5. Manual overrides
 - 6. System Programming
 - 7. System Diagnostics
- F. All programming information stored in the LX Touch Tablet Graphic User Interface(s) shall be stored in nonvolatile flash memory preventing loss of stored information in the event of a power failure for up to 20 years.
- G. The LX Touch Tablet Graphic User Interface(s) shall be capable of being connected to the lighting control system at any point on the network. One or multiple LX Touch Tablet Graphic User Interface(s) shall be capable of being connected to the system at any time.
- H. The LX Touch Tablet Graphic User Interface(s) shall contain no special programming causing it to become a required part of the lighting control system it is being utilized with. The lighting control system shall provide full functionality with or without this device attached to the system.

2.5 NETWORKED SWITCH STATIONS

- A. Electrical contractor shall provide and install Networked Switch Station of the types and quantities shown on the drawings and specified herein.
- B. Networked Switch Stations shall be injection molded and designed to mount in a standard single gang junction box with standard decorator-style switch plate opening.
- C. Networked Switch Stations shall be available in two colors White and Ivory.
- D. Networked Switch Stations shall be available in 1 to 6 button standard configurations.

- E. Labeling and switch identification shall be accomplished through the use of hot stamped labels, permanently attached to the switch face itself. Silk-screened or painted labeling shall not be acceptable.
- F. Each Networked Switch Station shall be provided with both pilot and non-pilot version of buttons, which can be selected by the contractor at the time of installation or change at any time throughout the life of the system. Switch stations, which require switches to be ordered with or without pilots and are not field modifiable shall not be considered.
- G. Networked Switch Stations shall connect to the self powered topology free network via a single pair of wires. Network Switch Station requiring more than 2 wires or require that the installing contractor install them with a stick topology or maintain correct polarity are unacceptable.
- H. Each button on a Networked Switch Station may be programmed to perform any of the following functions.
 - 1. Control any individual relay in any single lighting control panel.
 - 2. Control any group of relays in all of the lighting control panels
 - 3. Control any preset in all of the lighting control panels
- I. Networked Switch Station may be programmed for active and inactive times.
- J. Data Protection and Storage: All programmed data shall be stored in nonvolatile flash memory that shall protect all stored programming data from loss during a power outage for a minimum period of 20 years without power of any type.
- K. Network Switch Stations shall be LonMark® certified.

2.6 NETWORKED PHOTOSENSOR

- A. Electrical contractor shall provide and install Networked Photo Sensors and Control Modules of the types and quantities shown on the drawings and specified herein.
- B. Networked Photo Sensor Control Module shall connect to the self powered topology free Network via a single pair of wires. Networked Photo Sensor Modules requiring more than 2 wires or require that the installing contractor install them with a stick topology or maintain correct polarity are unacceptable.
- C. Each photocell shall be mounted in the appropriate location for measuring the available daylight. Each photocell will have a separate control/calibration module mounted separately and in an accessible location.
- D. Networked Photo Sensor Control Module shall transmit real time foot candle levels over network to any and all devices.
- E. Networked Photo Sensor Control Module shall support zero to 1,000 foot candle range with 1 foot candle resolution.

- F. Networked Photo Sensor Control Module shall provide six (6) programmable ON & OFF set points.
- G. Networked Photo Sensor Control Module shall mount to standard 35mm DIN rail.
- H. Networked Photo Sensor Control Module may be programmed to perform any of the following functions:
 - 1. Control any individual relay in any single lighting control panel
 - 2. Control any group of relays in all of the lighting control panels
 - 3. Control any preset in all of the lighting control panels
- I. Networked Photo Sensor Control Module shall be LonMark® certified.
- J. Networked Photo Sensor Control Module may be programmed for active & inactive times.

2.7 NETWORKED DRY CONTACT INTERFACE MODULE

- A. Electrical contractor shall provide and install Networked Dry Contact Interface Module of the types and quantities shown on the drawings and specified herein.
- B. Networked Dry Contact Interface Modules shall support 1 to 6 dry contact inputs with or without pilot.
- C. Networked Dry Contact Interface Modules shall connect to the self powered topology free network via a single pair of wires. Network Dry Contact Interface Module requiring more than 2 wires or require that the installing contractor install them with a stick topology or maintain correct polarity are unacceptable.
- D. Each input on a Networked Dry Contact Interface Module may be programmed to perform any of the following functions:
 - 1. Control any individual relay in any single lighting control panel
 - 2. Control any group of relays in all of the lighting control panels
 - 3. Control any preset in all of the lighting control panels
- E. Networked Dry Contact Interface Module may be programmed for active and inactive times.
- F. Data Protection and Storage: All programmed data shall be stored in nonvolatile flash memory that shall protect all stored programming data from loss during a power outage for a minimum period of 20 years without power of any type.
- G. Network Dry Contact Interface Modules shall be LonMark® certified.
- H. Networked Photo Sensor Control Module shall mount to standard 35mm DIN rail.

PART 3 NETWORKED LIGHTING CONTROLS – EXECUTION

3.1 INSTALLATION

- A. Where shown on the drawings, the contractor shall furnish and install programmable lighting controllers of the quantities, sizes and types shown on the drawings or specified herein.
- B. All equipment shall be installed in accordance with manufacturer requirements and in compliance with all applicable local and national codes and requirements.

3.2 MANUFACTURER'S SERVICES

- A. Load circuit wiring shall be sized so that voltage drop shall not exceed 5% at socket of fixture farthest from the power source on any branch circuit.
- B. Factory Programming: All controllers shall be factory programmed in accordance with the project specifications prior to shipment. All required firmware and software shall be installed prior to final testing and shipment.
- C. Installation Assistance: During the installation process, the manufacturer shall provide, at no cost, technical support via a toll-free telephone line to the installing contractor or owner's representative to answer questions and supply additional information when required.
- D. System Start-Up: The system manufacturer shall provide a factory authorized field engineer to the project site after installation has been completed and prior to system energization for the purpose of testing and adjustment of the system. Factory field engineer shall test and verify all system functions and ensure proper operation of the system components in accordance with the specifications and on-site conditions. The installing contractor shall notify the system manufacturer in writing that the system is completely wired and ready to be energized and tested 2 weeks prior to scheduling a field engineer for start-up of the system. Should the field engineer arrive on the job site and find the installation incomplete, the installing contractor shall pay the cost of any future visits by the field engineer required to complete the system start-up.
- E. On-Site Programming: During the start-up procedure, the factory field engineer shall provide programming assistance and guidance to the building operating personnel in order to program the systems for initial operation.
- F. Instruction: During the start-up procedure, the factory field engineer shall provide training to the building operating personnel in the operation, programming and maintenance of the lighting control system.
- G. As-Built Drawings: After completion of the system installation and testing, the manufacturer shall provide 3 sets of "as-built" drawings and AutoCAD (minimum v. 2007) files..

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- H. Operation and Maintenance Manuals: After completion of the system installation and testing, the manufacturer shall provide 3 sets of Operations and Maintenance Manuals in written (3-ring binder style) and on disk.
- I. Toll-Free Telephone Support: The system manufacturer shall provide a toll-free telephone number to the system user and shall allow access to free telephone support.

END OF SECTION



Load Summary

Project Name: Tampa Port Authority Channelside Parking Garage Update Lighting To LEDs		
Client Project No: 11-05410	Heg Project No: 0510A	Initials: JD

Estimated Existing Loads

Parking Garage South							
Fixture Type	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	Totals
A - A1	44	47	60	66	52		269
B - B1	4						4
M	8						8
P - P1							0
Floor Load (W)	10,120	7,755	9,900	10,890	8,580	0	47,245

Parking Garage North							
Fixture Type	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	Totals
A - A1	71	88	87	61	12		319
B - B1	8						8
M	0						0
P - P1	2	1	2	7			12
Floor Load (W)	13,585	14,795	14,905	11,990	1,980	0	57,255

Estimated Existing Load (W)	104,500
Estimated Existing Load (kW)	104.5

Estimated New Loads

Parking Garage South							
Fixture Type	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	Totals
A	37	48	61	67	55		268
B							0
C	31						31
D							0
Floor Load (W)	7,425	3,600	4,575	5,025	4,125	0	24,750

Parking Garage North							
Fixture Type	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	Totals
A	76	88	87	64	12		327
B	2	1	2	11			16
C	20						20
D	1	1	1	1	1		5
Floor Load (W)	8,984	6,757	6,809	6,227	930	0	29,707

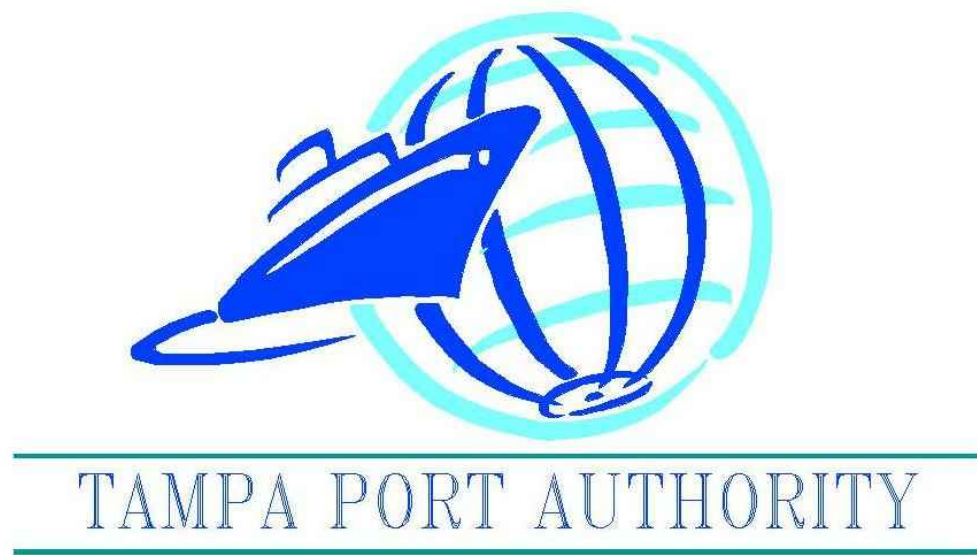
Estimated New Load (W)	54,457
Estimated New Load (kW)	54.5

Estimated Net Difference (W)	50,043
Estimated Net Difference (kW)	50.0

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TAMPA PORT AUTHORITY CHANNELSIDE PARKING GARAGE LED LIGHTING IMPROVEMENTS

TPA PROJECT NUMBER: 11-05410
TPA DRAWING NO. 11-05410-BS
ISSUE DATE: NOVEMBER 08, 2010



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ISSUED FOR CONSTRUCTION

Revisions:	No.	Date:	Description:
Engineer:			
TO THE BEST OF THE ENGINEER'S KNOWLEDGE AND BELIEF THESE PLANS AND SPECIFICATIONS COMPLY WITH THE NATIONAL ELECTRICAL CODE, 2008 EDITION. THIS DRAWING AND DESIGN IS VALID FOR 12 MONTHS AFTER IT IS SIGNED AND SEALED.			
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Project Name: Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
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LIGHTING FIXTURE SCHEDULE						
TYPE	MANUFACTURER	CATALOG NUMBER	LAMP(S)	VOLTS	MOUNTING	REMARKS
A	KIM LIGHTING	PGL71W-60L-5K-277-PS-TS-SF-PB2PS	75W LED	277	PENDANT AS NOTED	LED GARAGE FIXTURE
B	KIM LIGHTING	WD1403-PS-LED30-277-SCM14D	140W LED	277	WALL BRACKET	LED BRACKET FIXTURE
C	DIALIGHT	HB2C4K	150W LED	277	PENDANT AS NOTED	LED GARAGE FIXTURE
D	KIM LIGHTING	WF20-30LED-277-WH-SF-SCB	LED	277	WALL 7'-6" AFF	LED SURFACE FIXTURE
NOTES:						
1. LED'S SHALL BE CCT 5100 K UON.						
2. FIXTURES SHALL BE PROVIDED WITH 120/277 VOLT DRIVER(S) UON.						
3. PROVIDE NECESSARY COMPONENTS, INSTALL AND ADJUST TO MINIMIZE FIXTURE GLARE AND LIGHT TRESPASS ONTO ADJACENT PROPERTIES AS REQUIRED.						
4. THE ABOVE MANUFACTURERS ARE THE BASIS-OF-DESIGN. ALL SUBSTITUTIONS SHALL BE EQUIVALENT IN ALL RESPECTS INCLUDING BUT NOT LIMITED TO SERVICEABILITY, PHOTOMETRICALLY, LIGHT DISTRIBUTION, CUT-OFF AND WARRANTY. PROPOSED SUBSTITUTE LIGHT FIXTURES SHALL BE PRE-APPROVED BY THE TAMPA PORT AUTHORITY PRIOR TO BIDDING. FIXTURES OTHER THAN THOSE LISTED ON THIS SCHEDULE BY NAME AND CATALOG NUMBER WILL HAVE TO INCLUDE THE FOLLOWING REQUIREMENTS WITH THE SUBMITTAL IN ORDER TO BE CONSIDERED.						
A. (5) SETS OF ORIGINAL COLOR FACTORY CATALOG SUBMITTALS.						
B. (5) SETS OF COMPLETE POINT TO POINT PHOTOMETRIC CALCULATIONS.						
C. A DISC CONTAINING THE IES PHOTOMETRY FILE FOR EACH FIXTURE TYPE.						
D. A SAMPLE FIXTURE FOR THE OWNER TO REVIEW.						
E. UNIT PRICE.						
F. IF FIXTURES ARE SUBMITTED FOR REVIEW FOR "VALUE ENGINEERING", THE SUBMITTING ELECTRICAL CONTRACTOR SHALL PAY (IN ADVANCE) THE ENGINEER'S HOURLY FEES FOR SUBMITTAL REVIEW.						

PROJECT NOTES	
SCOPE:	CONTRACTOR SHALL REPLACE THE HIGH PRESSURE SODIUM GARAGE LIGHTING FIXTURES WITHIN THE NORTH AND SOUTH PARKING STRUCTURES WITH NEW LED GARAGE LIGHTING FIXTURES. THE INTENT IS A ONE-TO-ONE FIXTURE REPLACEMENT WHERE POSSIBLE.
RELOCATION:	FIXTURES INDICATED TO BE RELOCATED ARE TO BE REMOVED AND REPLACED BY NEW FIXTURE AT THE NEW LOCATION INDICATED.
ADDITION:	FIXTURES INDICATED TO BE ADDED SHALL BE INSTALLED AT THE LOCATION OF AN EXISTING JUNCTION BOX OR AT A NEW LOCATION WHERE NO PREVIOUS FIXTURE EXISTS.
CONTROLS:	ALL LIGHTING CIRCUITS, EVEN IF NOT AFFECTED BY THIS SCOPE, CONTROLLED BY AN EXISTING CONTACTOR/TIME SWITCH SHALL BE DISCONNECTED FROM THE CONTACTOR/TIME SWITCH AND THE CIRCUIT SHALL BE EXTENDED AND/OR RE-ROUTED TO THE NEW LIGHTING CONTROL PANELS LOCATED IN THE RESPECTIVE ELECTRICAL ROOM.
	LIGHTING CONTACTORS/TIME SWITCHES SHALL BE REMOVED AND TURNED OVER TO THE OWNER.
EXCLUSION:	FIXTURES ON ROOF DECKS, WALKWAYS, ELEVATOR, STAIR LOBBIES, PEDESTRIAN AREAS AND FIXTURES NOT SPECIFICALLY INDICATED ON THE DRAWINGS ARE EXCLUDED FROM THIS PROJECT AND ARE EXISTING TO REMAIN. CONTROLS SHALL BE AS DESCRIBED ABOVE.

LOAD SUMMARY	
DESCRIPTION	LOAD (KW)
ESTIMATED EXISTING LOAD TO BE REMOVED	- 104.5
ESTIMATED NEW LOAD	+ 53.4
ESTIMATED NET DIFFERENCE	- 51.1

GENERAL ELECTRICAL SPECIFICATIONS	
GENERAL:	
A. THE COMPLETE ELECTRICAL SYSTEM WHICH SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THESE SPECIFICATIONS AND ACCOMPANYING DRAWINGS SHALL INCLUDE ALL WORK, MATERIALS AND APPARATUS SPECIFIED HEREINAFTER AND INDICATED ON THE DRAWINGS. ALL WORKMANSHIP SHALL BE OF THE HIGHEST QUALITY AND NO SUBSTANDARD WORK WILL BE ACCEPTED.	
B. FURNISH ALL PROTECTIVE DEVICES, CONDUCTORS, SUPPORTS, RACEWAYS, ETC. TO PROVIDE COMPLETE ELECTRICAL SYSTEMS TO SERVE LOADS, AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREINAFTER. THE WORK SHALL INCLUDE COMPLETE TESTING OF ALL EQUIPMENT AND WIRING AT THE COMPLETION OF THE WORK AND MAKING ANY MINOR CONNECTION CHANGES OR ADJUSTMENTS NECESSARY FOR THE PROPER FUNCTIONING OF THE SYSTEMS.	
C. MAKE A THOROUGH EXAMINATION OF THE SITE AND THE CONTRACT DOCUMENTS. NO CLAIM FOR ADDITIONAL COMPENSATION WILL BE RECOGNIZED IF DIFFICULTIES ARE ENCOUNTERED WHICH AN EXAMINATION OF SITE CONDITIONS AND CONTRACT DOCUMENTS PRIOR TO EXECUTING CONTRACT WOULD HAVE REVEALED.	
D. THE PLANS ARE GENERALLY DIAGRAMMATIC. COORDINATE ALL WORK WITH OTHER TRADES AS REQUIRED TO AVOID INTERFERENCES BETWEEN TRADES (I.E. BEAMS, CONDUITS, EQUIPMENT, DUCTWORK, ETC).	
E. NO CUTTING OR ALTERING OF ANY STRUCTURAL MEMBERS SHALL BE PERMITTED.	
WORK PERFORMANCE:	
A. JOB SITE SAFETY AND WORKER SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.	
B. ARRANGE, PHASE AND PERFORM ALL WORK DURING TIME PERIODS SCHEDULED WITH AND ACCEPTABLE TO THE OWNER BEFORE PROCEEDING. NO ADDITIONAL COMPENSATION WILL BE AUTHORIZED FOR WORK NECESSITATED BY ILL-TIMED, DEFECTIVE, OR NON-CONFORMING WORK.	
C. NEW WORK SHALL BE INSTALLED AND CONNECTED TO EXISTING WORK NEATLY AND CAREFULLY. PROVIDE PROTECTIVE MATS, COVERS, ETC AS REQUIRED FOR ALL EXISTING WORK SUSCEPTIBLE TO DAMAGE. VERIFY SPECIFIC LOCATIONS AND REQUIREMENTS WITH THE OWNER. DISTURBED OR DAMAGED WORK AS A RESULT OF ELECTRICAL WORK SHALL BE REPLACED OR REPAIRED TO ITS PRIOR CONDITIONS.	
D. ENSURE THAT ELECTRICAL SERVICE REMAINS UNINTERRUPTED FOR OTHER BUILDINGS AND FACILITIES AT ALL TIMES. PERFORM ALL TEMPORARY WORK NECESSARY TO MAINTAIN CONTINUITY OF ELECTRICAL SERVICE WHEN CONNECTION IS MADE TO EXISTING SYSTEMS. EXISTING SERVICE SHALL NOT BE INTERRUPTED WITHOUT PRIOR CONSENT OF THE OWNER AND MAY BE INTERRUPTED ONLY AT AND FOR THE SPECIFIED TIME DESIGNATED BY THE OWNER. THE CONTRACTOR SHALL BE GUIDED BY THE OWNER AT ALL TIMES IN MATTERS AFFECTING THE EXISTING FACILITIES.	
E. ELECTRICAL WORK SHALL BE ACCOMPLISHED WITH ALL AFFECTED CIRCUITS OR EQUIPMENT DE-ENERGIZED. WHEN AN ELECTRICAL OUTAGE CANNOT BE ACCOMPLISHED IN THIS MANNER FOR THE REQUIRED WORK, THE FOLLOWING REQUIREMENTS ARE MANDATORY:	
1. ELECTRICIANS MUST USE AND WEAR FULL PROTECTIVE EQUIPMENT (PPE) (I.E., CERTIFIED AND TESTED INSULATING MATERIAL TO COVER EXPOSED ENERGIZED ELECTRICAL COMPONENTS, CERTIFIED AND TESTED INSULATED TOOLS, ETC.) WHILE WORKING ON ENERGIZED SYSTEMS IN ACCORDANCE WITH NFPA 70E. THE LEVEL OF PPE SHALL BE DETERMINED BY A COMPUTER GENERATED ARC FLASH CALCULATION PROVIDED AND PAID FOR BY THE CONTRACTOR. THE ARC FLASH DATA SHALL BE PRESENTED WITH THE SUBMITTAL BELOW.	
2. WORK ON ENERGIZED CIRCUITS OR EQUIPMENT CANNOT BEGIN UNTIL PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE OWNER.	
F. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL ENSURE THAT ALL SYSTEMS OPERATE AS DESIGNED AND REQUIRED AND SHALL REVIEW THEIR OPERATION WITH THE OWNER. ONE (1) COMPLETE SET OF AS-BUILT DRAWINGS SHALL BE COMPILED (BY THE CONTRACTOR) AND ISSUED TO THE OWNER UPON COMPLETION OF CONSTRUCTION AND TESTING.	
G. COORDINATE AND DETERMINE WORK STAGING, STORAGE AND LAY-DOWN AREAS WITH THE OWNER PRIOR TO COMMENCING WORK.	
CODES & STANDARDS:	
A. PERFORM WORK IN COMPLIANCE WITH THE LATEST EDITION OF ALL APPLICABLE, FEDERAL, STATE AND LOCAL CODES, REGULATIONS AND STANDARDS TO INCLUDE THOSE LISTED BELOW, ADOPTED BY THE AUTHORITY HAVING JURISDICTION, WHERE DIFFERENCES MAY OCCUR BY THE MORE STRINGENT REQUIREMENTS SHALL GOVERN. IN CASE OF CONFLICT PROVIDE WRITTEN NOTIFICATION AND OBTAIN A DECISION FROM THE OWNER.	
1. NFPA 70: NATIONAL ELECTRICAL CODE (2008)	
2. NFPA 70E: STANDARD FOR ELECTRICAL SAFETY IN THE WORKPLACE (2009)	
3. NFPA 101: LIFE SAFETY CODE (2009)	
4. NFPA 110: STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS (2010)	
5. NFPA 241: STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS (2009)	
6. FLORIDA BUILDING CODE (2007) WITH (2009) SUPPLEMENT	
WARRANTY:	
A. CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL RECTIFY ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND PAY FOR ANY DAMAGE TO OTHER WORK RESULTING THEREFROM WITHIN SAID PERIOD. THE OWNER WILL GIVE NOTICE OF DEFECTS WITH REASONABLE PROMPTNESS.	
B. PROVIDE COMPLETE WARRANTY INFORMATION FOR EACH ITEM TO INCLUDE PRODUCT OR EQUIPMENT; DATE OR BEGINNING OF WARRANTY OR BOND; DURATION OF WARRANTY OR BOND; AND NAMES, ADDRESSES, AND TELEPHONE NUMBERS AND PROCEDURES FOR FILING A CLAIM AND OBTAINING WARRANTY SERVICES.	
C. LIGHTING FIXTURES SHALL INCLUDE MINIMUM FIVE (5) YEARS PARTS AND LABOR WARRANTY. LEDS AND DRIVERS SHALL BE MINIMUM SIX (6) YEARS PARTS AND LABOR WARRANTY.	
D. LIGHTING CONTROL SYSTEM SHALL INCLUDE MINIMUM TWO (2) YEARS PARTS AND LABOR WARRANTY.	
SUBMITTALS:	
A. SUBMIT FIVE (5) COMPLETE HARDCOPY SETS IN 3-RING BINDERS. THE ENGINEER WILL RETURN MIN ONE (1) COPY OF SUBMITTAL NO LATER THAN 21 CALENDER DAYS FROM RECEIPT.	
B. APPROVAL SHALL BE OBTAINED FOR ALL EQUIPMENT AND MATERIAL BEFORE DELIVERY TO THE JOB SITE. DELIVERY, STORAGE OR INSTALLATION OF EQUIPMENT OR MATERIAL WHICH HAS NOT HAD PRIOR APPROVAL, WILL NOT BE PERMITTED AT THE JOB SITE.	
C. ALL SUBMITTALS SHALL INCLUDE ADEQUATE DESCRIPTIVE LITERATURE, CATALOG CUTS, SHOP DRAWINGS AND OTHER DATA NECESSARY FOR THE ENGINEER TO ASCERTAIN THAT THE PROPOSED EQUIPMENT AND MATERIALS COMPLY WITH SPECIFICATION REQUIREMENTS. CATALOG CUTS SUBMITTED FOR APPROVAL SHALL BE LEGIBLE AND CLEARLY IDENTIFY EQUIPMENT BEING SUBMITTED.	
D. SUBMITTALS FOR INDIVIDUAL SYSTEMS AND EQUIPMENT ASSEMBLIES WHICH CONSIST OF MORE THAN ONE ITEM OR COMPONENT SHALL BE MADE FOR THE SYSTEM OR ASSEMBLY AS A WHOLE. PARTIAL SUBMITTALS WILL NOT BE CONSIDERED FOR APPROVAL.	
11. MARK THE SUBMITTALS, "SUBMITTED UNDER SUBMITTAL NUMBER: _____".	
12. SUBMITTALS SHALL BE MARKED TO SHOW SPECIFICATION REFERENCE INCLUDING THE SECTION AND PARAGRAPH NUMBERS.	
13. SUBMIT EACH SECTION SEPARATELY.	
E. SUBMITTAL OF SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES WILL BE ACCEPTED ONLY WHEN SUBMITTED BY THE CONTRACTOR. DATA SUBMITTED FROM SUBCONTRACTORS AND MATERIAL SUPPLIERS DIRECTLY TO THE ENGINEER WILL NOT BE PROCESSED.	
F. SUBMITTALS SHALL INCLUDE THE FOLLOWING:	
1. INFORMATION THAT CONFIRMS COMPLIANCE WITH CONTRACT REQUIREMENTS. INCLUDE THE MANUFACTURER'S NAME, MODEL OR CATALOG NUMBERS, CATALOG INFORMATION, TECHNICAL DATA SHEETS, SHOP DRAWINGS, PICTURES, NAMEPLATE DATA AND TEST REPORTS AS REQUIRED.	
2. PARTS LIST WHICH SHALL INCLUDE THOSE REPLACEMENT PARTS RECOMMENDED BY THE EQUIPMENT MANUFACTURER, QUANTITY OF PARTS, CURRENT PRICE AND AVAILABILITY OF EACH PART.	
G. MANUALS: SUBMIT IN ACCORDANCE WITH "A" ABOVE FOR REVIEW AND COMMENT.	
1. MAINTENANCE AND OPERATION MANUALS: SUBMIT AS REQUIRED FOR SYSTEMS AND EQUIPMENT SPECIFIED IN THE TECHNICAL SECTIONS. FURNISH THREE (3) COPIES, BOUND IN HARDBACK BINDERS, (MANUFACTURER'S STANDARD BINDERS) OF AN APPROVED EQUIVALENT. FURNISH ONE COMPLETE MANUAL AS SPECIFIED IN THE TECHNICAL SECTION BUT IN NO CASE LATER THAN PRIOR TO PERFORMANCE OF SYSTEMS OR EQUIPMENT TEST, AND FURNISH THE REMAINING MANUALS PRIOR TO CONTRACT COMPLETION.	
2. INSCRIBE THE FOLLOWING IDENTIFICATION ON THE COVER: THE WORDS "MAINTENANCE AND OPERATION MANUAL," THE NAME AND LOCATION OF THE SYSTEM, EQUIPMENT, BUILDING NAME OF CONTRACTOR, AND CONTRACT NUMBER. INCLUDE IN THE MANUAL THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF EACH SUBCONTRACTOR INSTALLING THE SYSTEM OR EQUIPMENT AND THE LOCAL REPRESENTATIVES FOR THE SYSTEM OR EQUIPMENT.	
MATERIALS AND METHODS:	
A. MATERIALS AND APPARATUS SHALL COMPLY WITH ALL APPLICABLE TESTS, RATINGS, SPECIFICATIONS, AND REQUIREMENTS OF THE IEEE, NEMA, NFPA AND UL, SHALL BEAR THE UL LABEL OF APPROVAL AND BE LISTED FOR THE PROPOSED APPLICATION.	
B. FINISHED PRODUCTS SHALL BE FACTORY PRIMED AND FINISH COATED WITH THE MANUFACTURER'S PRIME COAT AND STANDARD FINISH UNLESS SPECIFIED OTHERWISE.	
C. UNFINISHED PRODUCTS SHALL BE GALVANIZED, COATED OR PLATED TO RESIST CORROSION.	
D. INSTALLATIONS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES, AS RECOMMENDED BY THE MANUFACTURER AND AS CLOSE AS PRACTICABLE TO LOCATIONS INDICATED ON DRAWINGS.	
E. INSTALLATIONS SHALL FACILITATE MAINTENANCE AND REPAIR OR REPLACEMENT OF EQUIPMENT COMPONENTS. ACCESS, WORKING SPACES AND CLEARANCES SHALL NOT BE LESS THAN SPECIFIED BY THE NEC FOR ALL VOLTAGES SPECIFIED.	
IDENTIFICATION:	
A. INSTALL LABEL TAGS ON ALL WIRE AND CABLE IN JUNCTION BOXES, WIREWAYS AND WIRING GUTTERS OF PANELS. TAGS SHALL IDENTIFY WIRE OR CABLE CIRCUIT NUMBER AND/OR EQUIPMENT SERVED AS INDICATED ON DRAWINGS.	
B. JUNCTION BOXES SHALL BE LABELED WITH PERMANENT MARKER IDENTIFYING PANELBOARD AND CIRCUIT NUMBERS OF BRANCH CIRCUIT WIRING CONTAINED WITHIN.	
C. PANELBOARD DIRECTORIES SHALL BE TYPEWRITTEN, REFLECTING RECORD CONDITIONS TO INCLUDE CIRCUIT NUMBER, TYPE AND LOCATION OF LOAD.	
D. INSTALL PLASTIC PLACARDS ON EQUIPMENT REFLECTING, EQUIPMENT NAME, NUMBER AND RATING.	
RACEWAYS:	
A. RACEWAYS SHALL MATCH EXISTING ADJACENT OR EXTENSIONS FOR SIMILAR USE. RECEWAY MATERIALS SHALL BE EITHER GALVANIZED RIGID METAL CONDUIT (RMC), ELECTRICAL METALLIC TUBING (EMT) OR SCHEDULE 40 RIGID PVC CONDUIT. WHERE FIELD DIFFERENCES OR DISCREPENCIES EXIST, OBTAIN A DECISION FROM OWNER.	
B. ALL CONDUIT SHALL BE PROPERLY ALIGNED, GROUPED AND SUPPORTED. EXPOSED CONDUIT SHALL BE INSTALLED AT RIGHT ANGLES TO OR PARALLEL TO THE PRINCIPAL STRUCTURAL MEMBERS. PROVIDE SUPPORT A MINIMUM OF 18" FROM BENDS AND OUTLET BOXES AND ON INTERVALS NOT TO EXCEED 8'-0". CONDUIT IS NOT TO SPAN ANY SPACE UNSUPPORTED. ALL CONDUIT SHALL BE SUPPORTED FROM STRUCTURE AND NOT FROM CEILING SUPPORT SYSTEM.	
C. PROVIDE NYLON PULL CORD AND LEAVE IN PLACE IN EACH EMPTY CONDUIT.	
D. THIN WALL CONDUIT SHALL BE UL APPROVED GALVANIZED ELECTRICAL METALLIC TUBING, COUPLINGS AND CONNECTORS FOR CONDUIT SHALL BE STEEL HEX-NUT, ZINC OR CADMIUM PLATED SET SCREW TYPE FITTINGS.	
E. FLEXIBLE CONDUIT SHALL BE LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC).	
F. INSTALL EXPANSION COUPLINGS ON CONDUIT RUNS EXCEEDING 100' IN LENGTH.	
G. OFFICE INTERIOR RACEWAYS SHALL BE EMT.	
BOXES:	
A. ALL BOXES SHALL BE RIGIDLY MOUNTED AND SHALL BE EQUIPPED WITH SUITABLE SCREW FASTENED COVERS. OPEN KNOCK-OUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH A SUITABLE BLANKING DEVICE.	
B. BRANCH BOXES SHALL BE WEATHERPOOF CAST "FS" BOXES OR EQUIVALENT.	
CONDUCTORS:	
A. UNLESS OTHERWISE INDICATED, ALL BRANCH CIRCUIT CONDUCTORS SHALL BE NO. 12 AWG. BRANCH CIRCUITS RUN OVER 75 FEET IN LENGTH, MEASURING ONE WAY FROM THE FIRST OUTLET OF THE CIRCUIT TO THE PANEL, SHALL BE NO. 10 AWG FOR THE ENTIRE CIRCUIT.	
B. CONDUCTORS SHALL BE COPPER WITH THHN/THWN-2 90°C INSULATION. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO AND SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT:	
1. GROUND WIRES: GREEN	
2. GROUNDED NEUTRAL WIRES: WHITE	
3. 208/120 VOLT, UNGROUNDED PHASE WIRES: BLACK, RED AND BLUE	
4. 480/277 VOLT, UNGROUNDED PHASE WIRES: BROWN, ORANGE AND YELLOW	
NOTE: WHERE EXISTING BASE BUILDING COLOR CODING DIFFERS FROM COLOR CODING ASSIGNED HERE-IN, USE EXISTING COLOR CODING AS REQUIRED TO MAINTAIN CONSISTENCY.	
C. ALL WIRING IN CEILING SPACE OR IN AIR HANDLING PLENUMS NOT IN CONDUIT SHALL BE UL LISTED AS SUITABLE FOR PLENUM USE.	
D. REMOVE ALL EXISTING WIRING AND EQUIPMENT MADE UNNECESSARY BY THE NEW INSTALLATION. ALL MATERIALS REMOVED AND NOT REUSED IN NEW RETROFIT, SHALL BE RETURNED TO THE OWNER.	
E. REUSE EXISTING JUNCTION BOXES, CONDUITS AND WIRING TO FEED RECEPTACLES AND LIGHTING FIXTURES WHERE APPLICABLE. REMOVE AND DISPOSE OF ALL UNUSED CONDUIT AND WIRING BACK TO LAST ACTIVE DEVICE OR PANEL.	
F. UNDERGROUND SPLICES, JOINTS, TERMINATIONS, ETC. SHALL BE WATERPROOF.	
GROUNDING:	
A. THE ELECTRICAL SYSTEMS SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY THE NEC AND AS SPECIFIED HEREINAFTER.	
B. ALL METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS, AND EQUIPMENT. METALLIC RACEWAYS SHALL BE CONNECTED TO A DIRECT GROUND AT THE POINT OF ELECTRICAL SERVICE ENTRANCE AND SHALL BE ELECTRICALLY CONTINUOUS THROUGHOUT THE ENTIRE SYSTEM.	
C. ALL GROUND CONDUCTORS SHALL BE INSULATED COPPER UNLESS OTHERWISE NOTED.	
D. ALL RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR RECEPTACLES, LIGHTING FIXTURES AND SIMILAR CIRCUITS (NEW BRANCH CIRCUITS) SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM INCLUDING WALL SWITCHES AND FLEXIBLE CONDUIT TO LIGHT FIXTURES. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS. GROUND CONDUCTORS SHALL BE CONNECTED TO GROUND BUS IN PANELBOARDS.	
E. TERMINATE FEEDER AND BRANCH CIRCUIT INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH GROUNDING LUG, BUS, OR BUSHING. CONDUCTORS LOOPED UNDER SCREW OR BOLT HEADS WILL NOT BE PERMITTED.	
F. INSTALL CLAMP-ON CONNECTORS ON CLEAN METAL CONTACT SURFACES TO ENSURE ELECTRICAL CONDUCTIVITY AND CIRCUIT INTEGRITY.	
LIGHTING FIXTURES:	
A. THE CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE AND FULLY OPERATIONAL IN ALL RESPECTS ALL LIGHTING FIXTURES INDICATED ON THE PLANS.	
B. FIXTURES SHALL BE SUPPORTED INDEPENDENTLY AND SHALL BE PROPERLY AND CAREFULLY ALIGNED. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY HARDWARE INCLUDING SUPPORTS, MOUNTING PLATES, FASTENERS, ANCHORS, ETC, FOR COMPLETE INSTALLATION OF FIXTURES AS REQUIRED.	
C. FIXTURES SHALL BE DUSTED AND WIPED CLEAN OF FINGERPRINTS AT THE TIME OF FINAL INSPECTION.	
D. CONTRACTOR SHALL PROVIDE AND INSTALL, BY END OF EACH DAY, ONLY THOSE FIXTURES THAT CAN BE REPLACED ON THAT DAY.	
E. RE-ROUTE EACH DAY ONLY THOSE LIGHTING CIRCUITS TO THE NEW LIGHTING CONTROL PANELS THAT CAN BE ACCOMPLISHED SO AS TO KEEP THE PARKING GARAGE FULLY ILLUMINATED AT THE END OF EACH DAY.	

ELECTRICAL LEGEND		
SYMBOL	DESCRIPTION	MOUNTING/REMARKS
	GARAGE LIGHTING FIXTURE	CEILING PENDANT
	AREA LIGHTING FIXTURE	WALL SURFACE
	WALLPACK LIGHTING FIXTURE	WALL SURFACE
	BRACKET LIGHTING FIXTURE	POLE MOUNTED
	NAUTICAL LIGHTING FIXTURE	COLUMN TOP
FIXTURE STATE: TYPICAL ALL FIXTURE TYPES		
NORMAL POWER CIRCUIT		EMERGENCY POWER CIRCUIT
	TOGGLE SWITCH: SINGLE POLE, 20 A, 120/277 VAC OR AS DENOTED BY SUBSCRIPT	TOP 48" AFF, UON
	PHOTOELECTRIC SENSOR	AS NOTED
	TIME CLOCK: ON-OFF	TOP 60" AFF, UON
SWITCH/SENSOR SUBSCRIPTS:		
a,b 1 2 3 4 D	RESPECTIVE FIXTURE/LAMP CONTROL DOUBLE POLE THREE WAY FOUR WAY DIMMER	DT DUAL TECHNOLOGY IR PASSIVE INFRARED K KEY OPERATED LV LOW VOLTAGE M MOTOR/HP RATED WITH THERMAL OVERLOAD MC MOMENTARY CONTACT PL PILOT LIGHT TD TIME DELAY (10 MIN) UT ULTRASONIC
	LIGHTING EQUIPMENT/CONTROL PANEL OR CABINET: DENOTED BY LABEL	SURFACE, TOP 78" AFF, UON OR REQUIRED BY MANUFACTURER
LIGHTING PANEL/CABINET LABEL:		
DCP	DIMMER CONTROL PANEL	LCP LIGHTING CONTROL PANEL
LRP	LIGHTING ROUTER PANEL	
	DEVICE AS NOTED	AS NOTED
	DISTRIBUTION PANELBOARD: 600VAC UON	AS NOTED
	BRANCH CIRCUIT PANELBOARD: 480VAC UON	AS NOTED
	BRANCH CIRCUIT PANELBOARD: 240VAC UON	AS NOTED
	ELECTRICAL EQUIPMENT: DENOTED BY LABEL	AS NOTED
	NEW TO EXISTING CONNECTION DATUM	
	LIGHTING FIXTURE TYPE DESIGNATOR	REFER TO LIGHTING FIXTURE SCHEDULE
	KEYED NOTES DESIGNATOR	REFER TO LIKE-NUMBERED NOTES
	CIRCUIT/CONDUIT COUPLING OR CABLE BONDING	
	CIRCUIT/CONDUIT TURNING UP OR RISER	
	CIRCUIT/CONDUIT TURNING DOWN OR DROP	WIRES INDICATED AS FOLLOWS:
	BRANCH CIRCUIT HOME RUN TO PANELBOARD AS INDICATED	TWO WIRES: *
	CIRCUIT/CONDUIT CONCEALED IN CEILING OR WALL	NEUTRAL WIRE (TYP)
	CIRCUIT/CONDUIT EXPOSED	PHASE WIRE (TYP)
	CIRCUIT/CONDUIT UNDERGROUND OR UNDER FLOOR	THREE WIRES, ETC.
		GROUND WIRE
		*MIN 2 #12 & #12 EG - 1/2" C FOR ALL POWER AND LIGHTING RACEWAYS UON OR SPECIFIED
ABBREVIATIONS:		
A/C	AMPS OR AMPERE	EXIST EXISTING
A/E	AIR CONDITIONING	FLA FULL LOAD AMPS
A/E	ARCHITECT/ENGINEER	FT FOOT (FEET)
AF	AMPERE FRAME	GC GENERAL CONTRACTOR
AFCI	ARC-FAULT CIRCUIT INTERRUPTER	GEN GENERATOR
AFF	ABOVE FINISHED FLOOR	GFCI GROUND-FAULT CIRCUIT INTERRUPTER
AHG	ABOVE FINISHED GRADE	GND GROUND
AHJ	AUTHORITY HAVING JURISDICTION	HOA HAND-OFF-AUTOMATIC
AIC	AMPERE INTERRUPTING CAPACITY	HP HORSEPOWER
AL	ALUMINUM	HPS HIGH PRESSURE SODIUM
AT	AMPERE TRIP	HZ HERTZ
ATS	AUTOMATIC TRANSFER SWITCH	IG ISOLATED GROUND
AUTO	AUTOMATIC	IN INCH (INCHES)
AWG	AMERICAN WIRE GAUGE	JB JUNCTION BOX
BLDG	BUILDING	kcmil THOUSAND CIRCULAR MIL
BFG	BELOW FINISHED GRADE	kV KILOVOLT
BRKR	BREAKER	kVA KILOVOLT AMPERE
C	CONDUIT	kW KILOWATT
CB	CIRCUIT BREAKER	kWH KILOWATT HOUR
CKT	CIRCUIT	LED LIGHT EMITTING DIODE
CU	COPPER	LTNG LIGHTNING
C	DEGREE CELSIUS	MAX MAXIMUM
F	DEGREE FAHRENHEIT	MCA MINIMUM CIRCUIT AMPACITY
DISC	DISCONNECT	MCB MAIN CIRCUIT BREAKER
DP	DISTRIBUTION PANELBOARD	MCC MOTOR CONTROL CENTER
DS	DISCONNECT SWITCH	MOP MAIN DISTRIBUTION PANELBOARD
DWG	DRAWING	MH METAL HALIDE
EQ	ELECTRICAL CONTRACTOR	MIN MINIMUM
EF	EXHAUST FAN	MLO MAIN LUGS ONLY
EG	EQUIPMENT GROUND	MOCPP MAXIMUM OVERCURRENT PROTECTION
ELEC	ELECTRIC OR ELECTRICAL	MTS MANUAL TRANSFER SWITCH
ELEV	ELEVATOR	N NEUTRAL
EMER	EMERGENCY	NA NOT APPLICABLE
EPO	EMERGENCY POWER OFF	NC NORMALLY CLOSED
EPS	EMERGENCY POWER SUPPLY	NEC NATIONAL ELECTRICAL CODE
EWC	ELECTRIC WATER COOLER	
EMH	ELECTRIC WATER HEATER	
REMARKS:		
A. ALL EMERGENCY LIGHTING FIXTURES SHALL BE CONNECTED UNSWITCHED UON.		
OBJECT STATE:		
EXISTING OBJECT OR CONSTRUCTION TO BE DEMOLISHED/REMOVED: -----		
EXISTING OBJECT OR CONSTRUCTION TO REMAIN: -----		
NEW OBJECT OR CONSTRUCTION TO BE PROVIDED: -----		

Revisions:

No.	Date:	Description:
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Engineer:

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KETHAN HALL P.E. FL REG. # 98024	

Consultant:

HALL ENGINEERING GROUP 14997 N. Dale Mabry Hwy Suite 179 Tampa, FL 33618-2042 Tel: 813.374.3121 FL C.O.A. # 7-27620	
TAMPA PORT AUTHORITY	

Project Name:

Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410	
---	--

Sheet Title:

Schedules, Specifications & Notes	
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Project No.: 0510A

Issue Date: Nov. 08, 2010

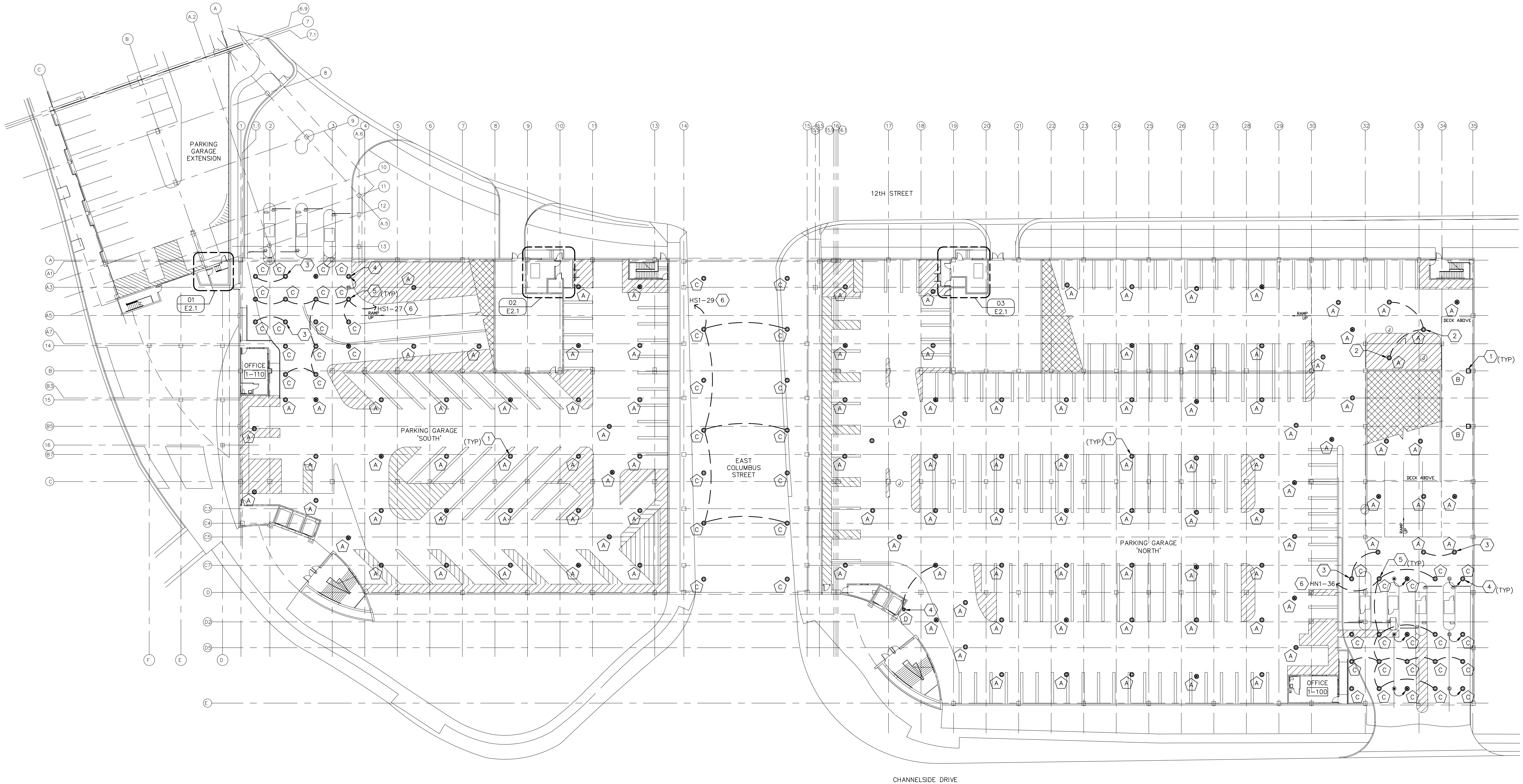
Drawn By: JD

Checked By: KH

Sheet No.:

E0.1

ISSUED FOR CONSTRUCTION



01 LIGHTING PLAN - 1st FLOOR
SCALE: 1" = 30' - 0"

- DRAWING NOTES (TYP)**
1. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF REMOVED FIXTURE.
 2. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF BLANKED-OFF JUNCTION BOX. EXTEND CIRCUIT AS REQUIRED.
 3. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE CONNECTION TO EXISTING CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 4. LIGHTING FIXTURE AT RELOCATED LOCATION. EXTEND CIRCUIT WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 5. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE NEW CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 6. PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 277 V, PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.

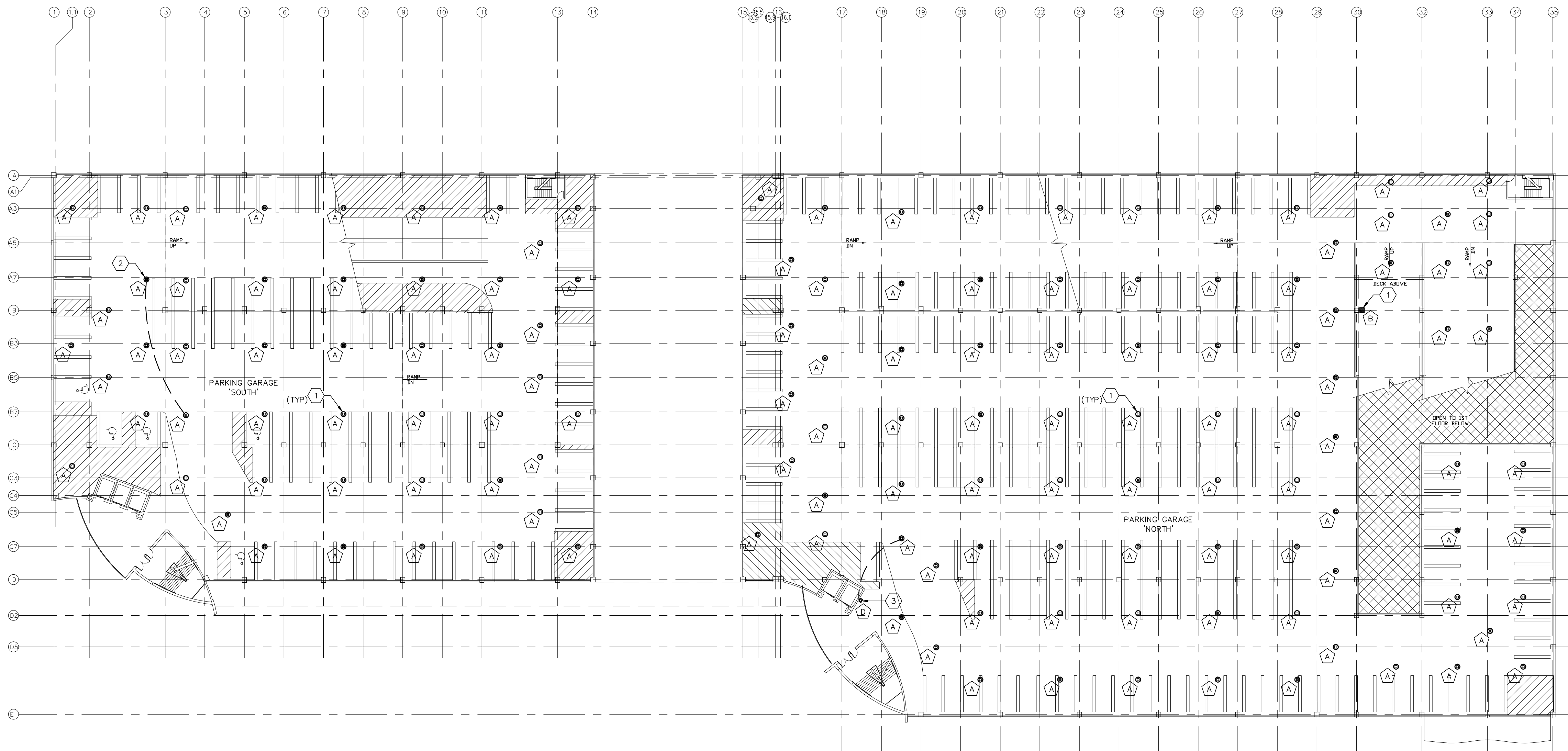
- DRAWING GENERAL NOTES**
- a. ELECTRICAL CONTRACTOR SHALL VERIFY THAT REUSED LIGHTING CIRCUITS OR LIGHTING CIRCUITS WITH ADDED FIXTURES DO NOT EXCEED 3000 VA PER 20 A, 1 P, 277 V CIRCUIT, IN WHICH CASE A NEW ADDITIONAL CIRCUIT SHALL BE PROVIDED.
 - b. PENDANT TYPE GARAGE LIGHTING FIXTURES SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 11'-6" FROM FINISHED DECK TO BOTTOM OF LENS.
 - c. PENDANT TYPE LIGHTING FIXTURES OVER ROADWAY SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 22'-0" FROM FINISHED ROAD SURFACE TO BOTTOM OF LENS.

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Revisions:	No.	Date:	Description:
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Engineer:	No.	Date:	Description:
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Consultant:	HALL ENGINEERING GROUP 14999 N. Dale Mabry Hwy Suite 179 Tampa, FL 33613 Tel: 813.374.3121 FL C.O.A. # 72620		
 TAMPA PORT AUTHORITY			
Project Name: Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
Sheet Title:	Lighting Plan - 1st Floor		
Project No.:	0510A		
Issue Date:	Nov. 08, 2010		
Drawn By:	JD		
Checked By:	KH		
Sheet No.:	E1.1		

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01 LIGHTING PLAN - 2nd FLOOR
SCALE: 1" = 30' - 0"

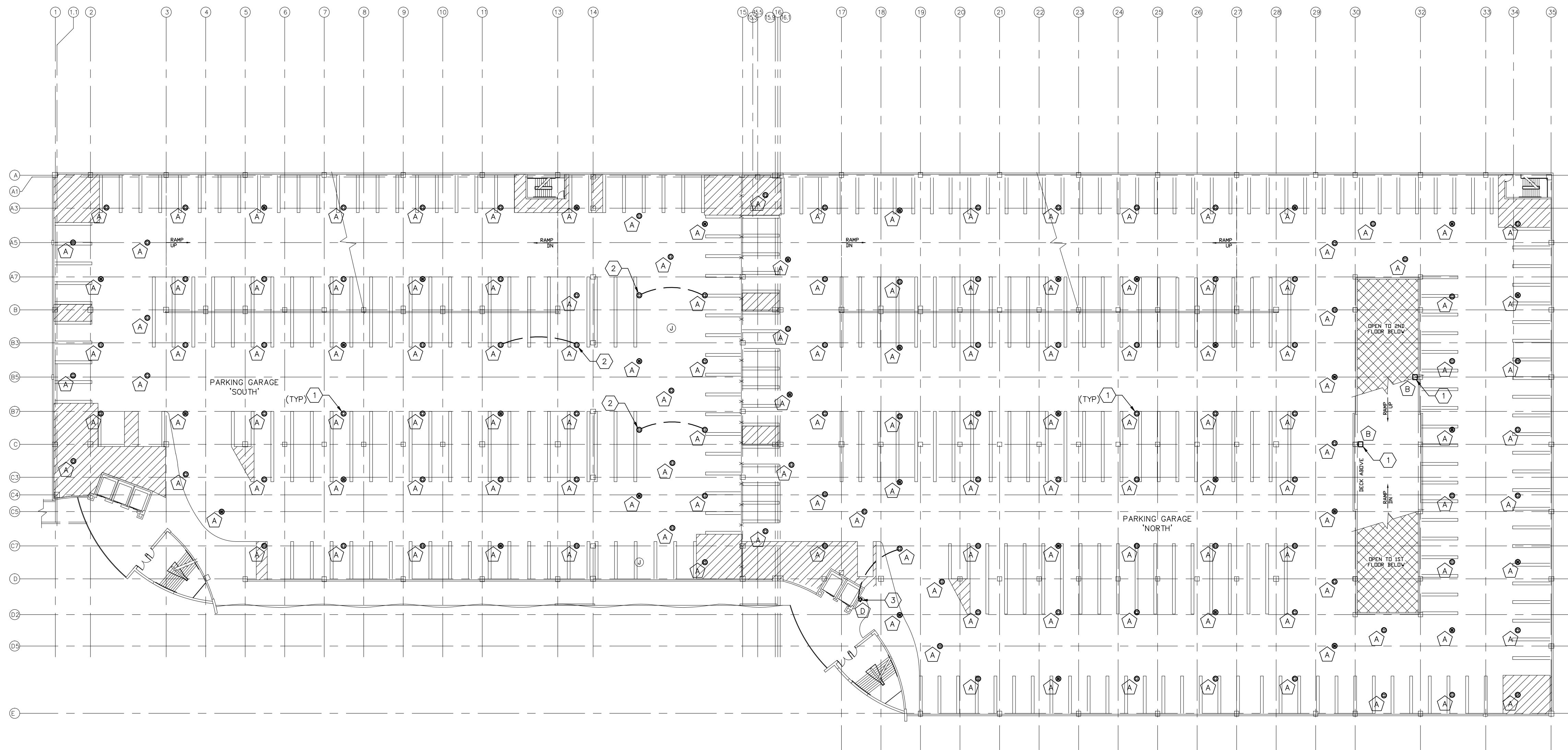
- DRAWING NOTES (TYP)**
1. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF REMOVED FIXTURE.
 2. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF BLANKED-OFF JUNCTION BOX. EXTEND CIRCUIT AS REQUIRED.
 3. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE CONNECTION TO EXISTING CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 4. LIGHTING FIXTURE AT RELOCATED LOCATION. EXTEND CIRCUIT WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 5. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE NEW CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
 6. PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 277 V, PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.

- DRAWING GENERAL NOTES**
- a. ELECTRICAL CONTRACTOR SHALL VERIFY THAT REUSED LIGHTING CIRCUITS OR LIGHTING CIRCUITS WITH ADDED FIXTURES DO NOT EXCEED 3000 VA PER 20 A, 1 P, 277 V CIRCUIT, IN WHICH CASE A NEW ADDITIONAL CIRCUIT SHALL BE PROVIDED.
 - b. ALL PENDANT TYPE GARAGE LIGHTING FIXTURES SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 8'-0" FROM FINISHED DECK TO BOTTOM OF LENS.

Revisions:		Description:	
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Engineer:			
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CONSULTANT: HALL ENGINEERING GROUP 14995 N. Dale Mabry Hwy Suite 179 Tampa, FL 33613 Tel: 1.813.374.3121 FL C.O.A. # 7.27620			
 TAMPA PORT AUTHORITY			
Project Name: Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
Sheet Title: Lighting Plan - 2nd Floor			
Project No.: 0510A			
Issue Date: Nov. 08, 2010			
Drawn By: JD			
Checked By: KH			
Sheet No.: E1.2			

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01 LIGHTING PLAN - 3rd FLOOR
SCALE: 1" = 30' = 0"

DRAWING NOTES (TYP)

1. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF REMOVED FIXTURE.
2. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF BLANKED-OFF JUNCTION BOX. EXTEND CIRCUIT AS REQUIRED.
3. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE CONNECTION TO EXISTING CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
4. LIGHTING FIXTURE AT RELOCATED LOCATION. EXTEND CIRCUIT WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
5. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE NEW CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
6. PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 277 V, PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.

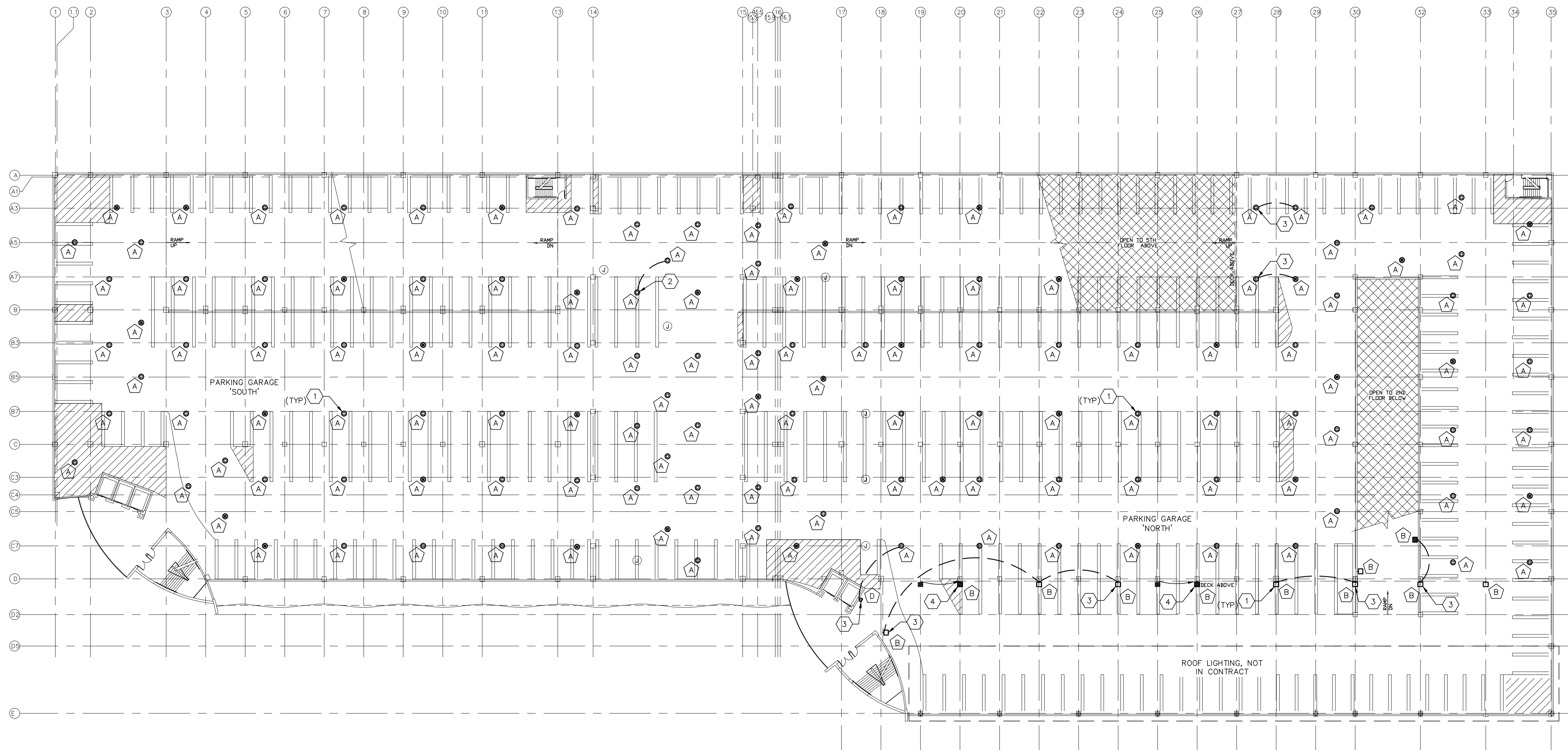
DRAWING GENERAL NOTES

- a. ELECTRICAL CONTRACTOR SHALL VERIFY THAT REUSED LIGHTING CIRCUITS OR LIGHTING CIRCUITS WITH ADDED FIXTURES DO NOT EXCEED 3000 VA PER 20 A, 1 P, 277 V CIRCUIT, IN WHICH CASE A NEW ADDITIONAL CIRCUIT SHALL BE PROVIDED.
- b. ALL PENDANT TYPE GARAGE LIGHTING FIXTURES SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 8'-0" FROM FINISHED DECK TO BOTTOM OF LENS.

Revisions:		Description:	
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Engineer:			
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HALL ENGINEERING GROUP CONSULTANTS Suite 179, 1455 S. 335th St., Suite 179 1455 S. 335th St., Suite 179 Tel: 1.813.374.3121 FL C.O.A. # 7.27620			
TAMPA PORT AUTHORITY			
Project Name: Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
Sheet Title: Lighting Plan - 3rd Floor			
Project No.: 0510A			
Issue Date: Nov. 08, 2010			
Drawn By: JD			
Checked By: KH			
Sheet No.: E1.3			

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01 LIGHTING PLAN - 4th FLOOR
SCALE: 1" = 30' - 0"

DRAWING NOTES (TYP)

1. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF REMOVED FIXTURE.
2. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF BLANKED-OFF JUNCTION BOX. EXTEND CIRCUIT AS REQUIRED.
3. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE CONNECTION TO EXISTING CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
4. LIGHTING FIXTURE AT RELOCATED LOCATION. EXTEND CIRCUIT WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
5. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE NEW CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
6. PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 277 V, PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.

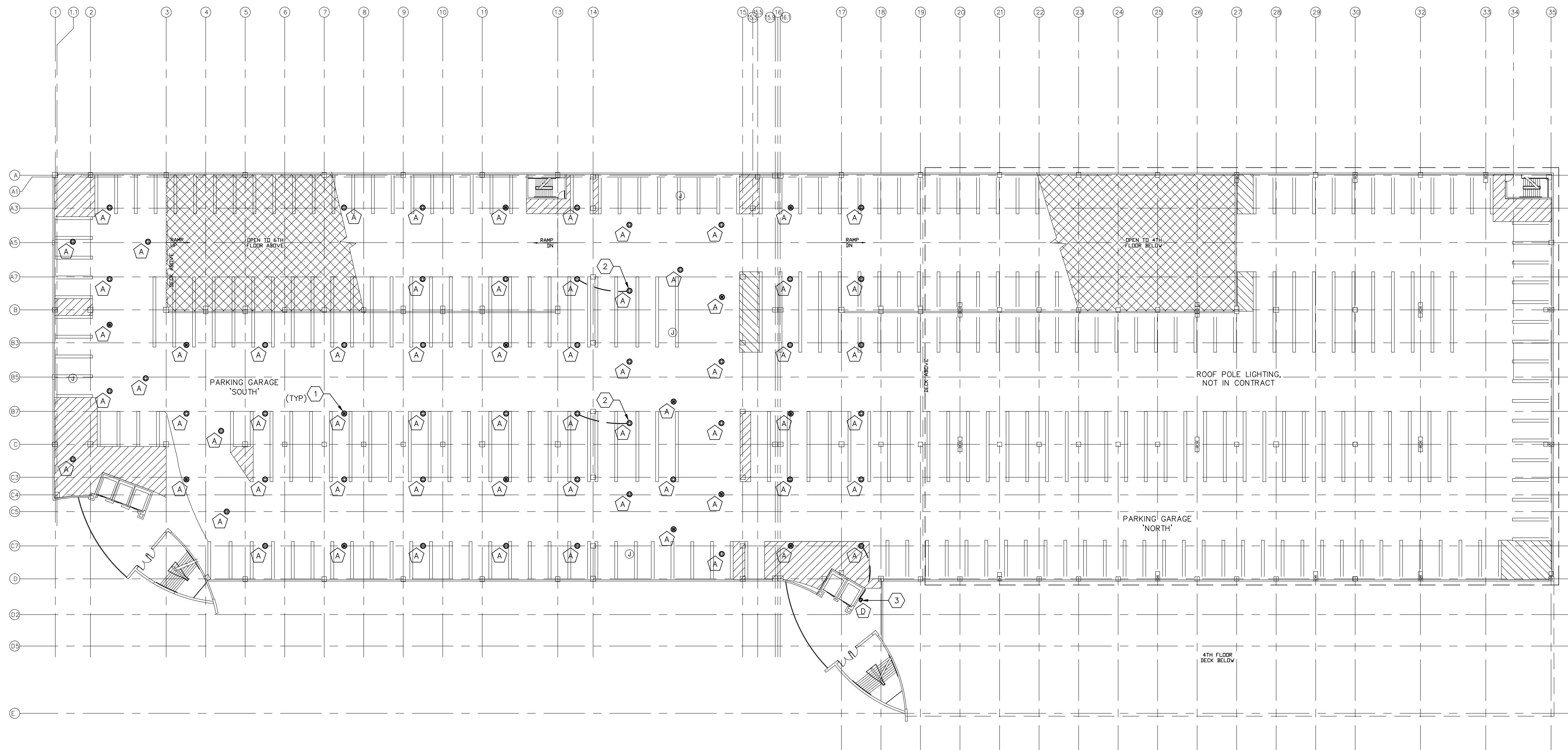
DRAWING GENERAL NOTES

- a. ELECTRICAL CONTRACTOR SHALL VERIFY THAT REUSED LIGHTING CIRCUITS OR LIGHTING CIRCUITS WITH ADDED FIXTURES DO NOT EXCEED 3000 VA PER 20 A, 1 P, 277 V CIRCUIT, IN WHICH CASE A NEW ADDITIONAL CIRCUIT SHALL BE PROVIDED.
- b. ALL PENDANT TYPE GARAGE LIGHTING FIXTURES SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 8'-0" FROM FINISHED DECK TO BOTTOM OF LENS.

Revisions:		Description:	
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Engineer:			
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CONSULTANT: HALL ENGINEERING GROUP 14995 N. Dale Mabry Hwy Suite 179 Tampa, FL 33613 Tel: 1.813.374.3121 FL C.O.A. # 7.27620			
TAMPA PORT AUTHORITY			
Project Name: Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
Sheet Title: Lighting Plan - 4th Floor			
Project No.: 0510A			
Issue Date: Nov. 08, 2010			
Drawn By: JD			
Checked By: KH			
Sheet No.: E1.4			

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01 LIGHTING PLAN - 5th FLOOR
SCALE: 1" = 30' - 0"

DRAWING NOTES (TYP)

1. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF REMOVED FIXTURE.
2. LIGHTING FIXTURE TO BE INSTALLED AT LOCATION OF BLANKED-OFF JUNCTION BOX. EXTEND CIRCUIT AS REQUIRED.
3. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE CONNECTION TO EXISTING CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
4. LIGHTING FIXTURE AT RELOCATED LOCATION. EXTEND CIRCUIT WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
5. LIGHTING FIXTURE AT NEW LOCATION. PROVIDE NEW CIRCUIT AS INDICATED WITH SURFACE MOUNTED JUNCTION BOX AND CONDUIT AS REQUIRED.
6. PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 277 V, PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.

DRAWING GENERAL NOTES (TYP)

- a. ELECTRICAL CONTRACTOR SHALL VERIFY THAT REUSED LIGHTING CIRCUITS OR LIGHTING CIRCUITS WITH ADDED FIXTURES DO NOT EXCEED 3000 VA PER 20 A, 1 P, 277 V CIRCUIT, IN WHICH CASE A NEW ADDITIONAL CIRCUIT SHALL BE PROVIDED.
- b. ALL PENDANT TYPE GARAGE LIGHTING FIXTURES SHALL BE INSTALLED MAX 24" BELOW BOTTOM OF DECK BUT NOT TO EXCEED 8'-0" FROM FINISHED DECK TO BOTTOM OF LENS.

Revisions:		Description:	
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Engineer: KETHW. HALL, P.E., FL REG. # 90024

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Consultant: **HALL ENGINEERING GROUP**
14995 N. Dale Mabry Hwy
Suite 179
Tampa, FL 33613
Tel: 1.813.374.3121
FL C.O.A. # 7.27620

TAMPA PORT AUTHORITY

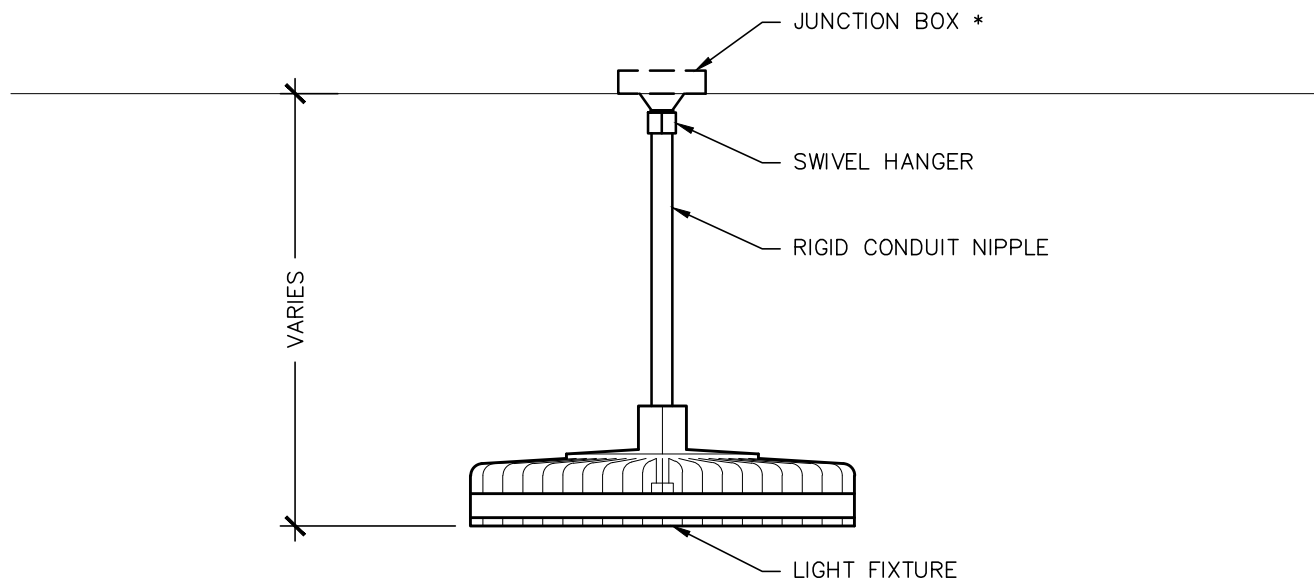
Project Name: **Tampa Port Authority
Channelside Parking Garage
LED Lighting Improvements**
TPA Project Number: 11-05410

Sheet Title: **Lighting Plan - 5th Floor**

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.: **E1.5**

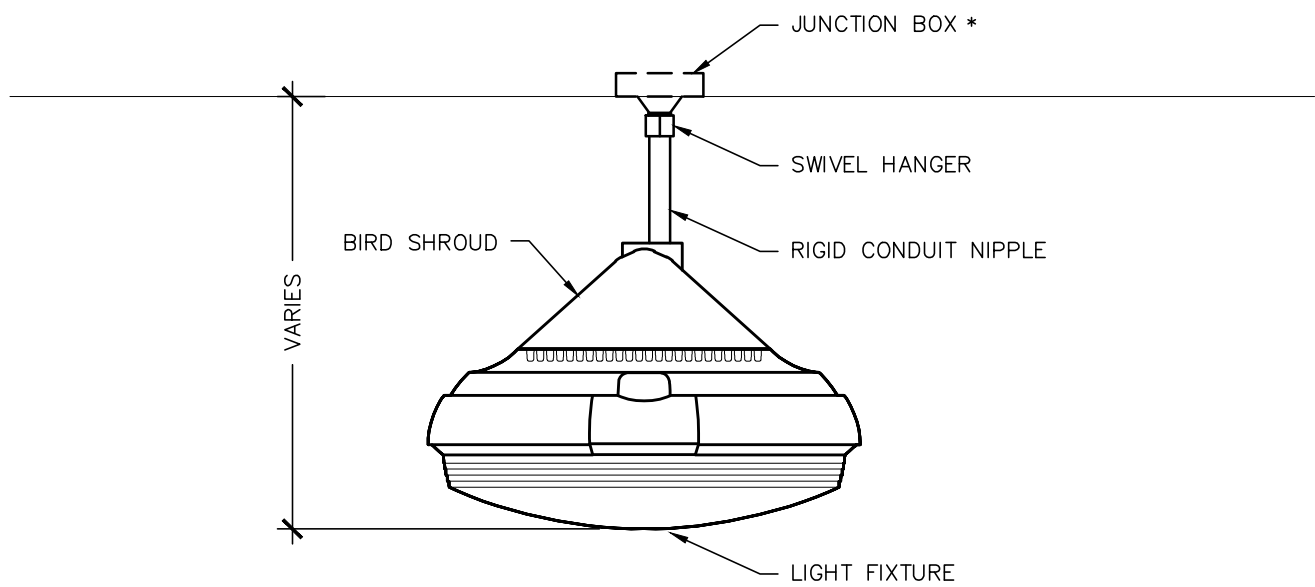
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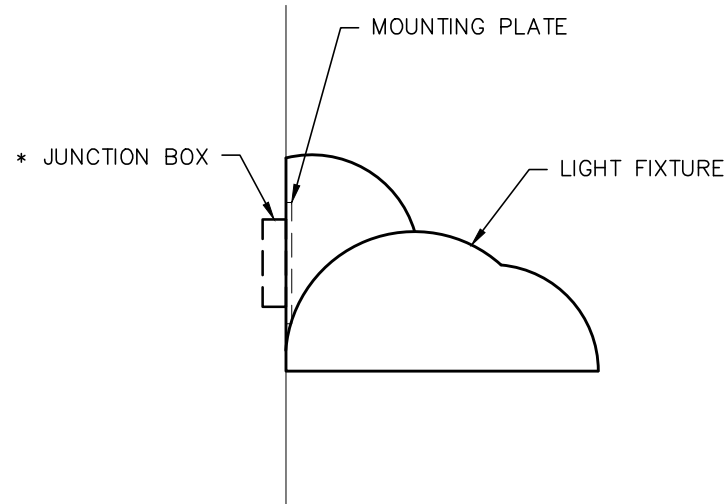
NOTE:
• INSTALLATION AT EXISTING LOCATION SHOWN. INSTALLATION AT NEW LOCATION SIMILAR EXCEPT FOR SURFACE MOUNTED JUNCTION BOX.

07 TYP PENDANT LIGHTING FIXTURE – ‘C’
SCALE: NTS



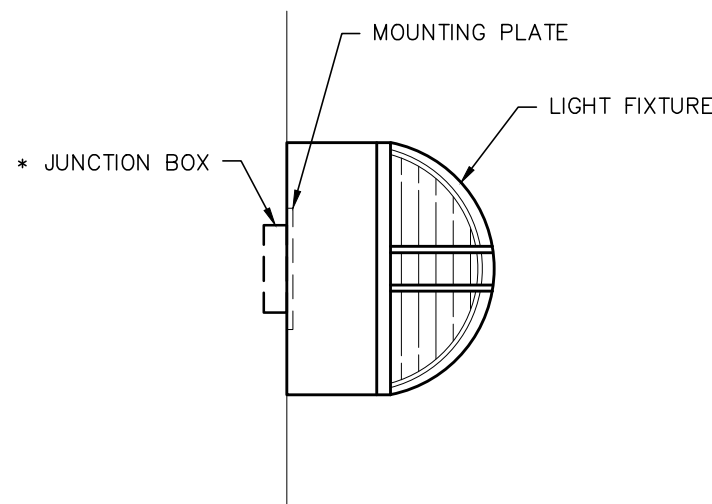
NOTE:
• INSTALLATION AT EXISTING LOCATION SHOWN. INSTALLATION AT NEW LOCATION SIMILAR EXCEPT FOR SURFACE MOUNTED JUNCTION BOX.

04 TYP PENDANT LIGHTING FIXTURE – ‘A’
SCALE: NTS



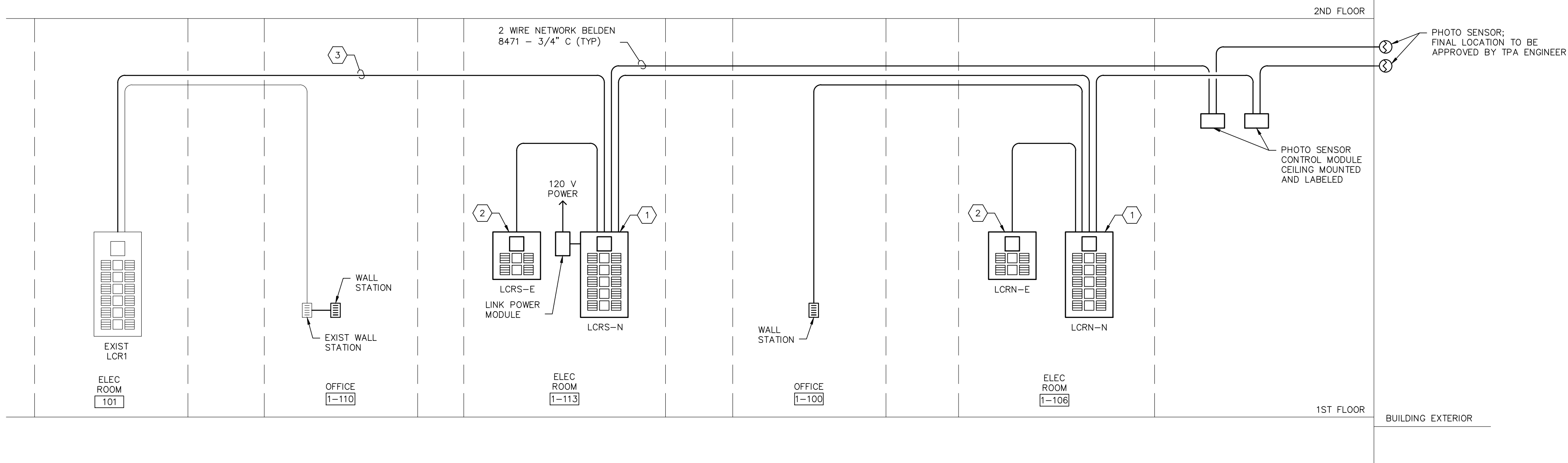
NOTE:
• INSTALLATION AT EXISTING LOCATION SHOWN. INSTALLATION AT NEW LOCATION SIMILAR EXCEPT FOR SURFACE MOUNTED JUNCTION BOX/FIXTURE MOUNTING OPTION.

08 TYP SURFACE MOUNTED LIGHTING FIXTURE – ‘B’
SCALE: NTS



NOTE:
• INSTALLATION AT EXISTING LOCATION SHOWN. INSTALLATION AT NEW LOCATION SIMILAR EXCEPT FOR SURFACE MOUNTED CONDUIT BOX OPTION.

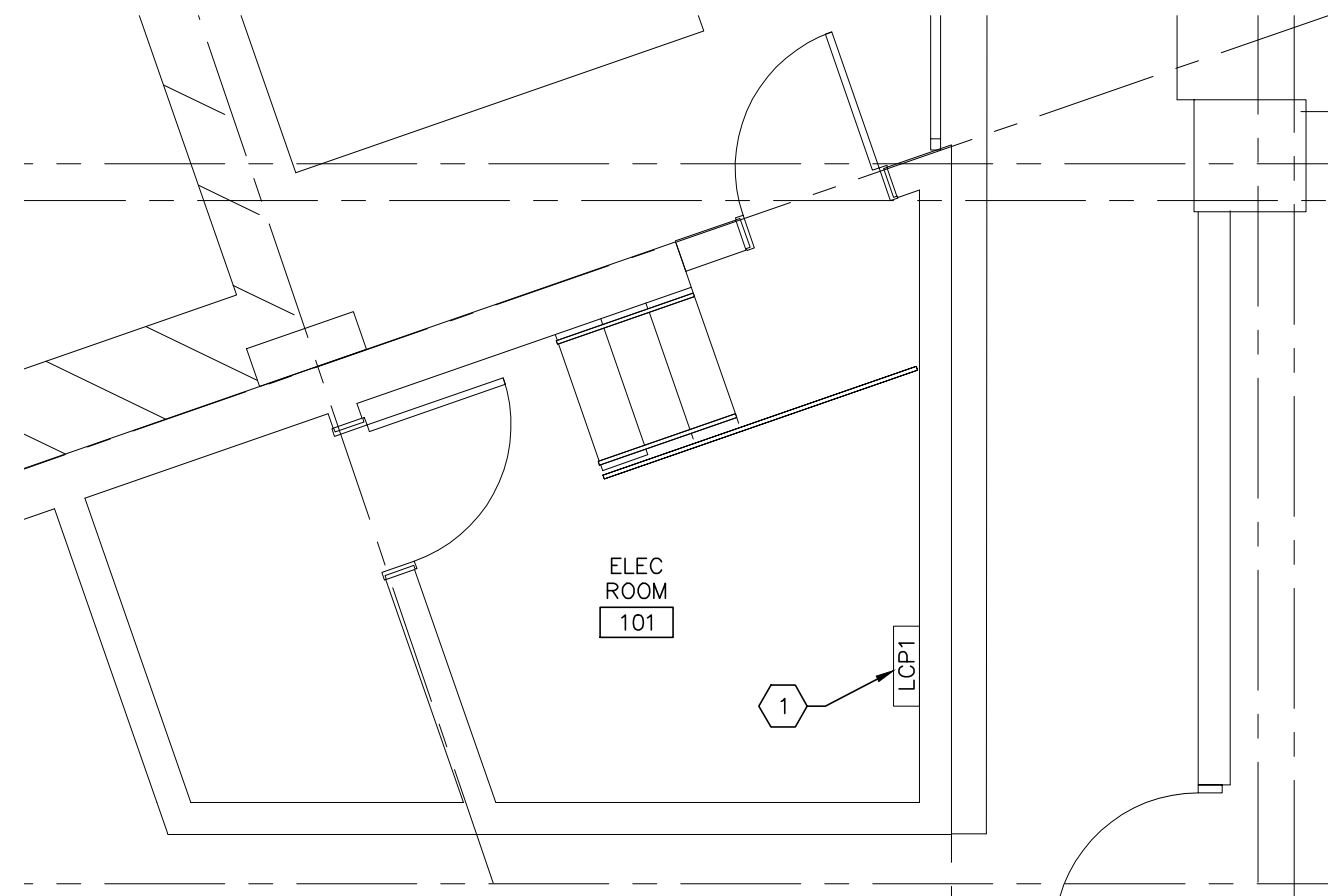
05 TYP SURFACE MOUNTED LIGHTING FIXTURE – ‘D’
SCALE: NTS



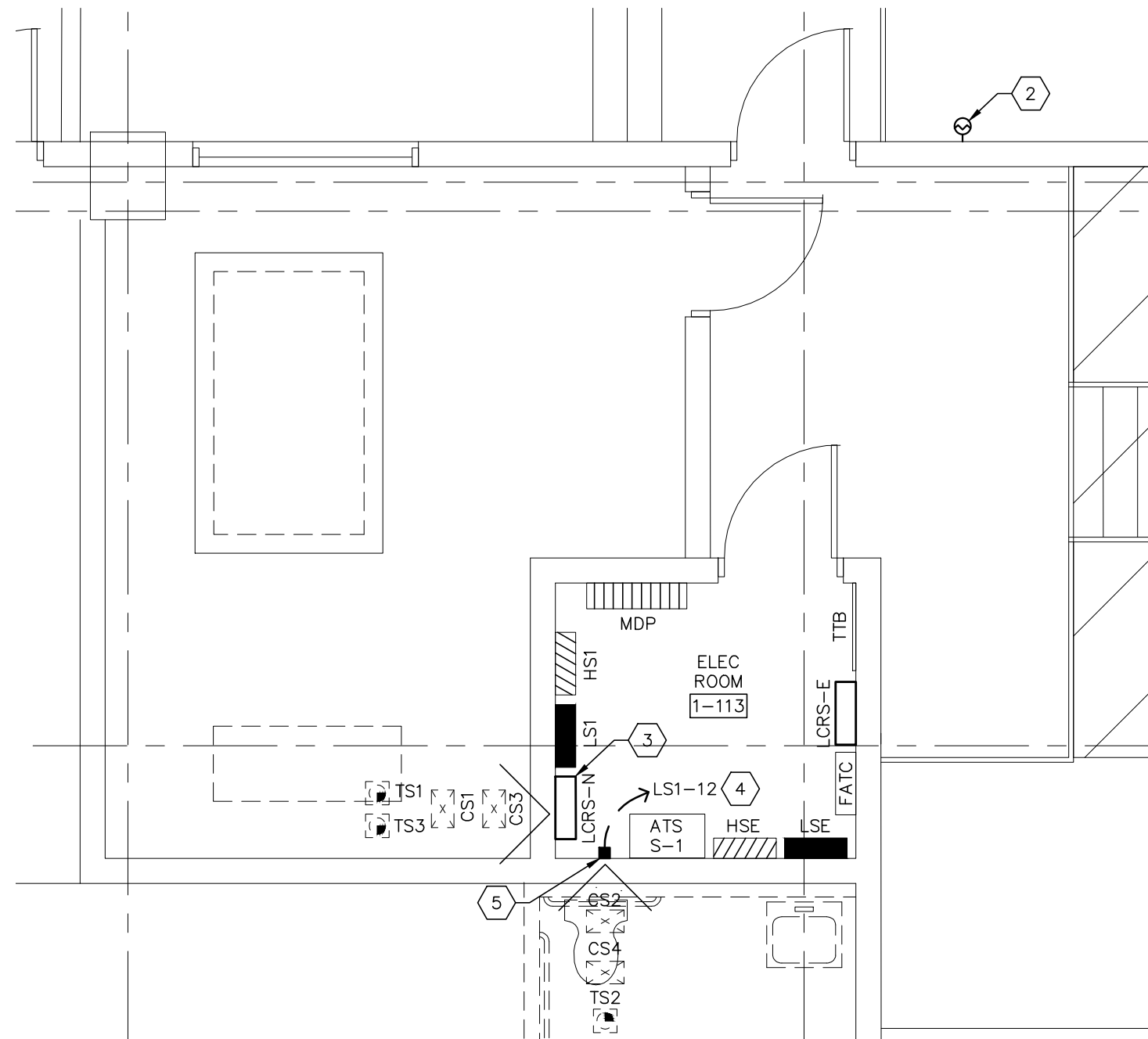
06 LIGHTING CONTROL ONE-LINE DIAGRAM
SCALE: NTS

#	LIGHTING CONTROL NOTES
1.	HUBBELL LX 32 SERIES RELAY PANEL.
2.	HUBBELL LX 16 SERIES RELAY PANEL.
3.	CONNECT NEW LIGHTING CONTROL SYSTEM TO EXISTING FOR SEAMLESS OPERATION AND CONTROL OF LIGHTING CIRCUITS AS DIRECTED BY OWNER.

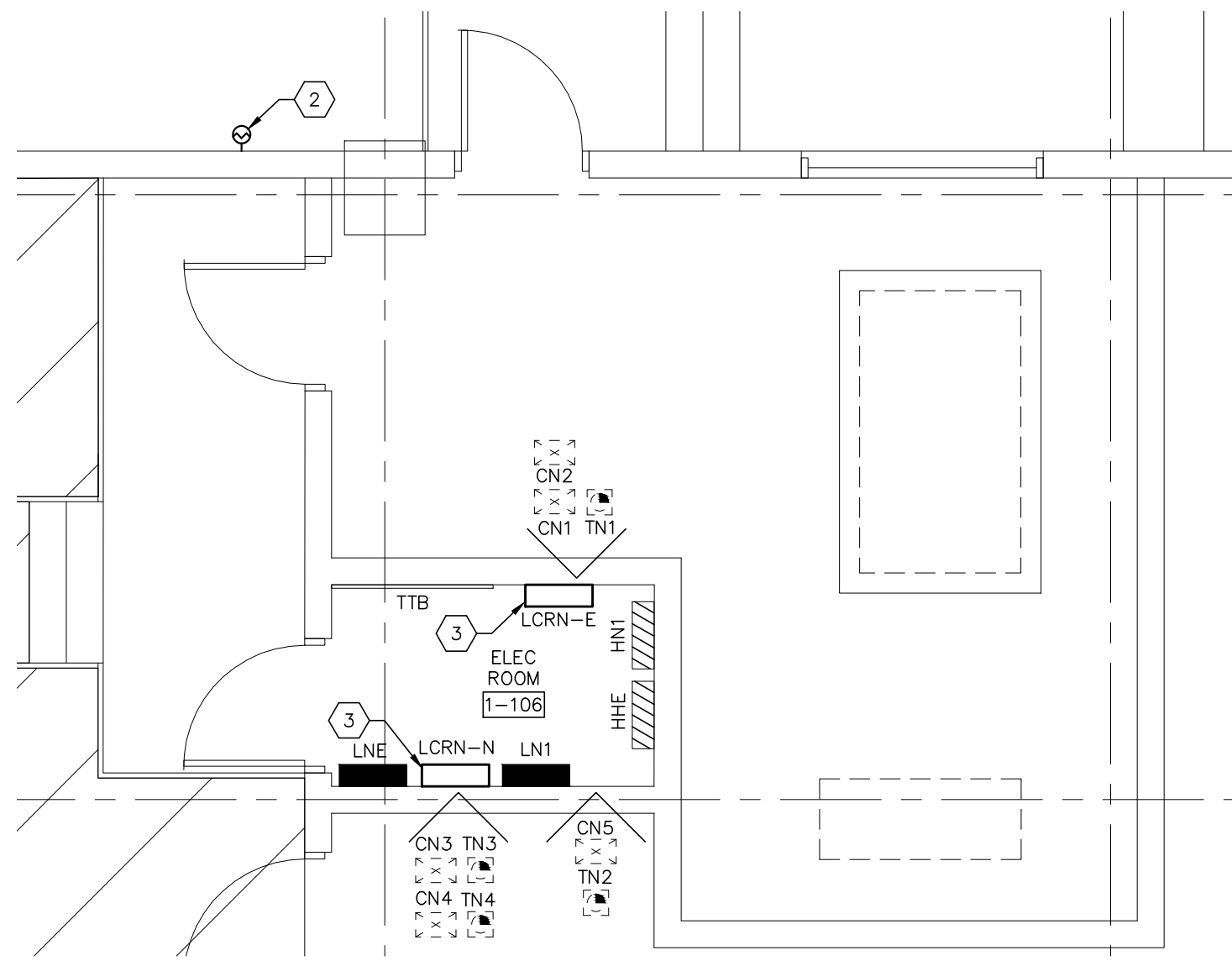
LIGHTING CONTROL GENERAL NOTES
a. CONTRACTOR SHALL PROVIDE CONTROL PANELS AND ROUTE LIGHTING CIRCUITS, NORMAL AND/OR EMERGENCY IN SIMILAR FORM AND FUNCTION TO PARKING GARAGE EXTENSION. DO NOT ROUTE EMERGENCY CIRCUITS AND NORMAL CIRCUITS IN SAME CONTROL PANEL.
b. COORDINATE WITH TAMPA PORT AUTHORITY FOR LIGHTING SCHEMES PROGRAMING OF CONTROLS AND WALL STATIONS.
c. COORDINATE WALL STATION LABELING NEEDS WITH OWNER.
d. ABOVE DIAGRAM IS CONCEPTUAL. COORDINATE EXACT REQUIREMENTS WITH MANUFACTURER.
e. ALL CONDUCTORS SHALL BE RUN IN CONDUIT. COORDINATE CONDUIT SIZES WITH MANUFACTURER.
f. REFER TO PROJECT SPECIFICATION #265102 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



01 ELECTRICAL ROOM 101 EXPANDED PLAN
SCALE: 1/4" = 1'-0"



02 ELECTRICAL ROOM 1-113 EXPANDED PLAN
SCALE: 1/4" = 1'-0"

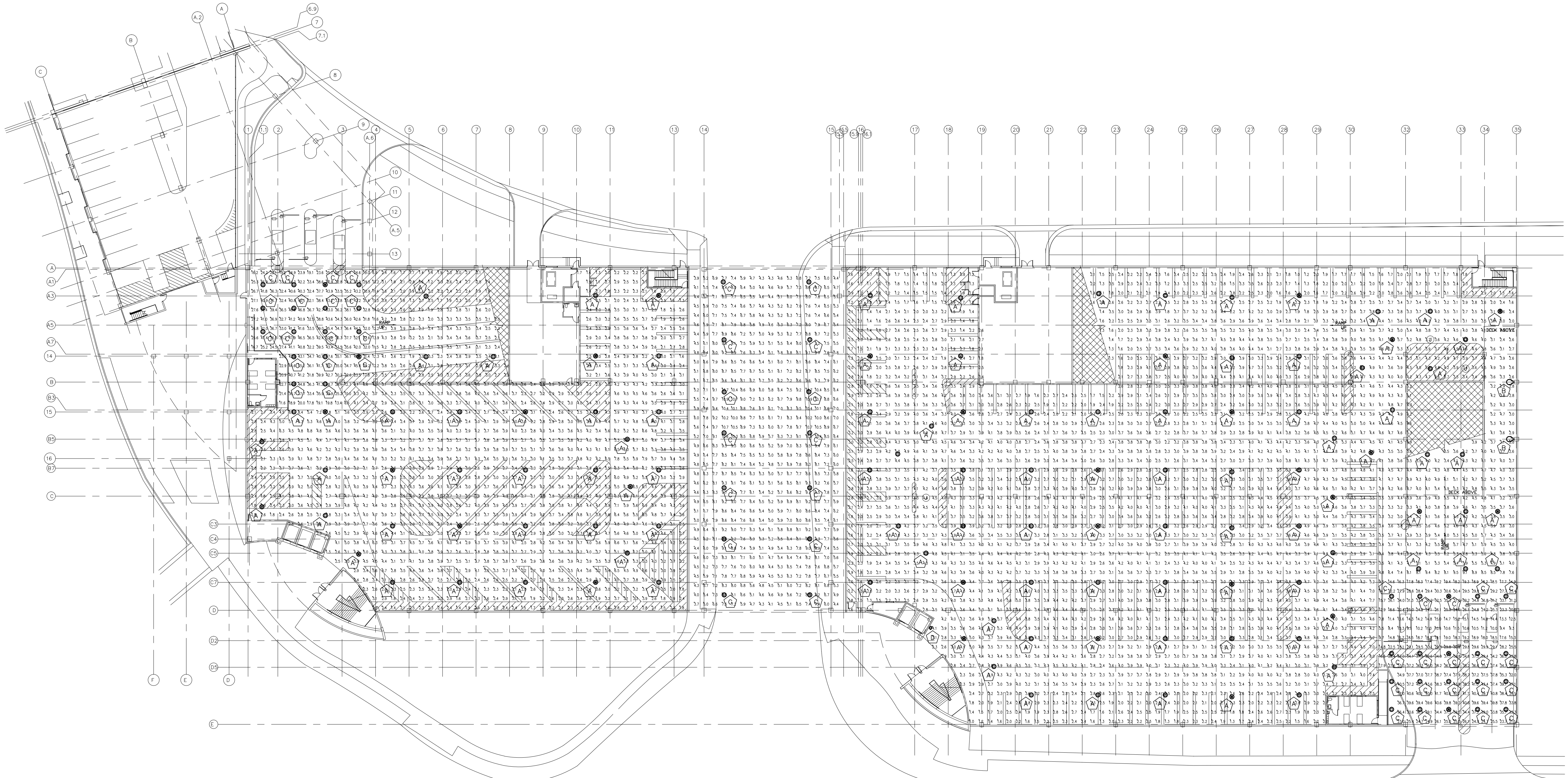


03 ELECTRICAL ROOM 1-106 EXPANDED PLAN
SCALE: 1/4" = 1'-0"

#	DRAWING NOTES
1.	EXISTING LIGHTING CONTROL PANEL TO REMAIN.
2.	PROVIDE WP PHOTOELECTRIC SENSOR MOUNTED ON EXTERIOR WALL AT 10' AFG.
3.	PROVIDE LIGHTING CONTROL PANEL INSTALLED IN LOCATION OF REMOVED CONTACTORS/TIME SWITCHES. REFER TO LIGHTING CONTROL ONE-LINE DIAGRAM.
4.	PROVIDE 20 A, 1 P, CIRCUIT BREAKER IN EXISTING 120 V PANEL/CIRCUIT INDICATED. MATCH MANUFACTURER, TYPE AND AIC RATING OF EXISTING BREAKERS.
5.	PROVIDE LINK POWER MODULE AS REQUIRED TO EXTEND RANGE OF 2-WIRE NETWORK.

ISSUED FOR CONSTRUCTION

Revisions:	No.	Date:	Description:
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Engineer:			
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Consultant: HALL ENGINEERING GROUP 14999 N. Dale Mabry Hwy Suite 179 Tampa, FL 33618-2042 Tel: 1.813.374.3121 FL C.O.A. # 7.27620			
Tampa Port Authority Channelside Parking Garage LED Lighting Improvements TPA Project Number: 11-05410			
Project Name:			
Expanded Plans, Diagram & Details			
Project No.: 0510A			
Issue Date: Nov. 08, 2010			
Drawn By: JD			
Checked By: KH			
Sheet No.:			
E2.1			



STATISTICS					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
G1-L WORKPLANE	7.13 F.C.	53.1 F.C.	1.1 F.C.	6.48 F.C.	48.27 F.C.
G1-M FLOOR	6.98 F.C.	50.9 F.C.	3.7 F.C.	1.89 F.C.	2.95 F.C.
G1-R FLOOR	5.16 F.C.	43.8 F.C.	0.7 F.C.	7.37 F.C.	62.57 F.C.
RAMP 4	2.63 F.C.	3.8 F.C.	1.4 F.C.	1.88 F.C.	2.71 F.C.

PHOTOMETRIC PLAN - 1st FLOOR
SCALE: 1" = 30' - 0"

Revisions:
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Date:

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Engineer:
KETHW. HALL, P.E., FL. REG. # 98024

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CONSULTANT:
HALL
ENGINEERING GROUP
14995 N. Dale Mabry Hwy
Suite 179
Tampa, FL 33613
Tel: 813.374.1321
FL C.O.A. # 27620

TAMPA PORT AUTHORITY

Project Name:
Tampa Port Authority
Channelside Parking Garage
LED Lighting Improvements
TPA Project Number: 11-05410

Sheet Title:
Photometric Plan - 1st Floor

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.: E3.1

ISSUED FOR CONSTRUCTION



PHOTOMETRIC PLAN - 2nd FLOOR
SCALE: 1" = 30' - 0"

STATISTICS					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
G2-L WORKPLANE	3.55 F.C.	8.2 F.C.	0.8 F.C.	4.44 F.C.	10.25 F.C.
G2-R FLOOR	3.57 F.C.	9.6 F.C.	0.7 F.C.	5.10 F.C.	13.71 F.C.

Revisions:
No.

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Project Name:
Photometric Plan - 2nd Floor

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.: E3.2

Revisions:
No.

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Project Name:
Photometric Plan - 2nd Floor

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.: E3.2

Revisions:
No.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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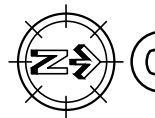
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PHOTOMETRIC PLAN - 3rd FLOOR
SCALE: 1" = 30' = 0"

STATISTICS					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
G3-L WORKPLANE	3.46 F.C.	8.2 F.C.	0.9 F.C.	3.84 F.C.	9.11 F.C.
G3-M FLOOR	4.38 F.C.	8.9 F.C.	1.1 F.C.	3.98 F.C.	8.09 F.C.
G3-R FLOOR	3.58 F.C.	12.1 F.C.	0.6 F.C.	5.97 F.C.	20.17 F.C.

Revisions:
No.

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Consultant:
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Project Name:
Photometric Plan - 3rd Floor

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.:
E3.3

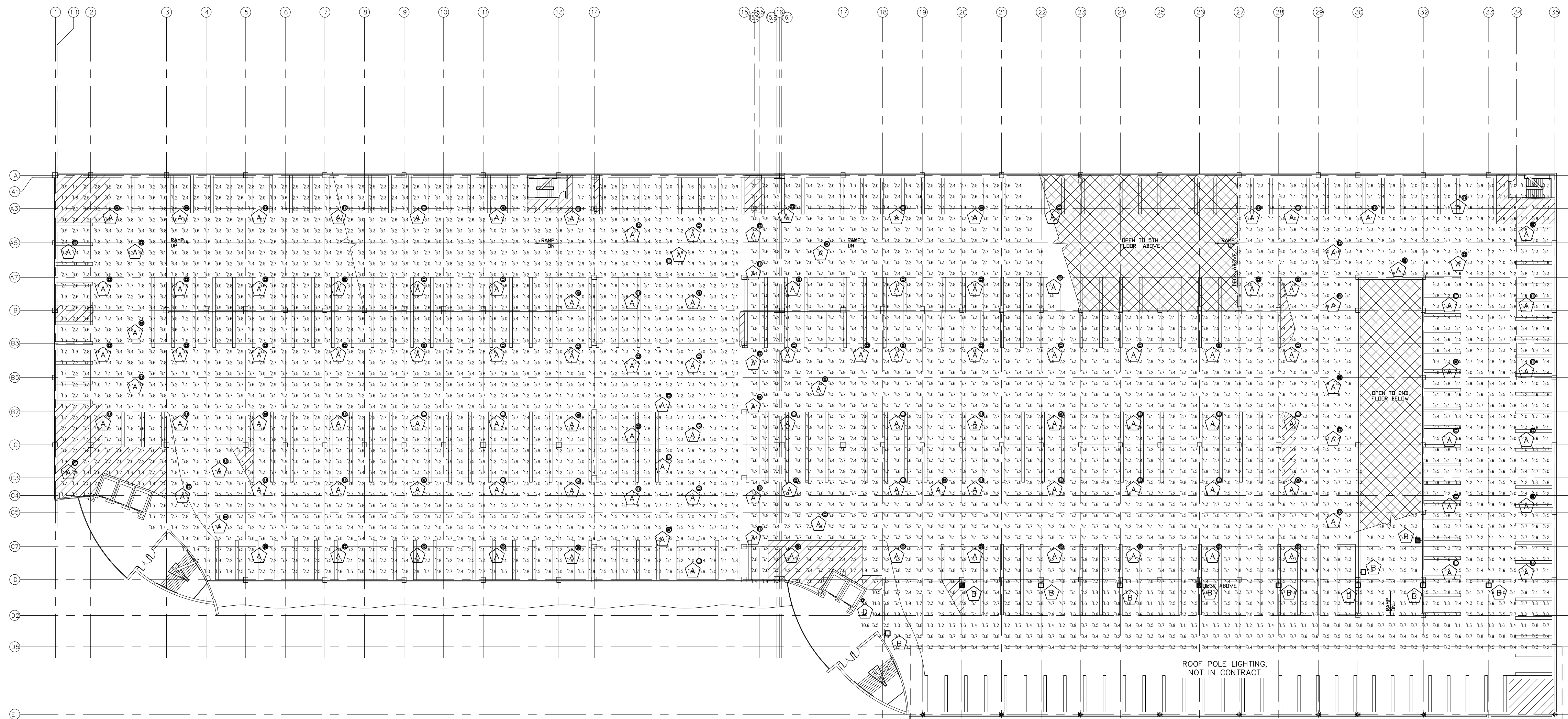
ISSUED FOR CONSTRUCTION

TO THE BEST OF THE ENGINEER'S KNOWLEDGE AND BELIEF THESE PLANS AND SPECIFICATIONS COMPLY WITH THE NATIONAL ELECTRICAL CODE, 2008 EDITION. THIS DRAWING AND DESIGN IS VALID FOR 12 MONTHS AFTER IT IS SIGNED AND SEALED.

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TAMPA PORT AUTHORITY

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01 PHOTOMETRIC PLAN - 4th FLOOR
SCALE: 1" = 30' - 0"

STATISTICS					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
G4-L WORKPLANE	3.77 F.C.	9.1 F.C.	0.9 F.C.	4.19 F.C.	10.11 F.C.
G4-R FLOOR	3.61 F.C.	11.8 F.C.	0.2 F.C.	18.05 F.C.	59.00 F.C.

Revisions:
No.

1	2	3	4	5	6
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Description:

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Engineer:
Date:

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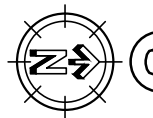
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Tampa Port Authority
Channelside Parking Garage
LED Lighting Improvements
TPA Project Number: 11-05410

Sheet Title:
Photometric Plan - 4th Floor
Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.: E3.4

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01 PHOTOMETRIC PLAN - 5th FLOOR
SCALE: 1" = 30' - 0"

STATISTICS					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
G5-L FLOOR	3.58 F.C.	7.6 F.C.	0.8 F.C.	4.48 F.C.	9.50 F.C.
G5-R FLOOR	2.92 F.C.	6.0 F.C.	0.2 F.C.	14.60 F.C.	30.00 F.C.

Revisions:

No.	Date:	Description:
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Engineer:

TO THE BEST OF THE ENGINEER'S KNOWLEDGE AND BELIEF THESE PLANS AND SPECIFICATIONS COMPLY WITH THE NATIONAL ELECTRICAL CODE, 2008 EDITION. THIS DRAWING AND DESIGN IS VALID FOR 12 MONTHS AFTER IT IS SIGNED AND SEALED.

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Consultant:

**TAMPA PORT AUTHORITY**

Tampa Port Authority
Channelside Parking Garage
LED Lighting Improvements
TPA Project Number: 11-05410

Sheet Title:
Photometric Plan - 5th Floor

Project No.: 0510A
Issue Date: Nov. 08, 2010
Drawn By: JD
Checked By: KH
Sheet No.:
E3.5

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