

CONTRACT

This CONTRACT made and entered this ____ day of April, 2016, by and between the **CITY OF CLEARWATER, FL (d/b/a Clearwater Gas System)**, a municipal corporation of the State of Florida, 400 North Myrtle Avenue, Clearwater, FL, hereinafter called "CGS", and **FLORIDA GAS CONTRACTORS, INC.**, having hereinafter called the "CONTRACTOR".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreement on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successor, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by CGS and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools, electronics, devices and equipment for the following:

**"Installation of Natural Gas Main, Service Lines
and House Piping Services"**
As defined in **Bid 11-16** in the amount of **\$3,700,000**

In accordance with such proposal and such other special provisions and drawings, if any, which will be submitted by CGS, together with any advertisement, instructions to bidder, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of CGS, the provision of the services including but not limited to those services as described in Invitation to Bid #11-16, attached hereto as Exhibit "A" and incorporated herein.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then CGS, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein. CGS shall recover all costs of such remedial action from the contractor for their failure to perform.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST CGS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES OR RELATED DEFICIENCIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD CGS FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST CGS OR THE CONTRACTOR OR THE CONTRACTOR'S SUB-CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTOR, AGENT SERVANTS OR EMPLOYEES. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

1. The initial term of this agreement shall begin April 1, 2016 and terminate on March 31, 2017. Thereafter, this agreement may be renewed for two (2), one-year term extensions. Any amendment must be made in writing and agreed to by both parties.
2. The Contractor agrees to receive the compensation/rates stated in the bid proposal, in full compensation for furnishing tools, equipment and labor necessary to perform the Installation of Gas Mains, Service Lines and House Piping within CGS's Service Territory. CGS and Contractor agree that there are no minimum

CONTRACT

9. The Contractor agrees that it has in place, or will implement a **Drug and Alcohol Training and Testing Program** for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. **A copy of the Alcohol and Drug Testing Program has been included in the response to the Invitation to Bid.** The contractor will also furnish quarterly statistical reports to CGS to show active compliance.
10. Should the Contractor default in any of the provisions of this contract and CGS employs an attorney to enforce or construe any provision hereof or to collect damages for breach of the agreement or to recover on any bonds provided for herein, the Contractor and/or his surety agree to pay CGS such reasonable attorney's fees as CGS may expend therein. As against the obligations contained herein, the Contractor and his surety waive all rights of exemption.
11. The undersigned Contractor has carefully reviewed and familiar all contract documents, and is responsible for having heretofore, or shall be responsible at such time as it becomes necessary, examined the location and route of all proposed work, and is satisfied as to the character of said route, the location of surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and the work site in order that he may include in the price which he has bid and the price of this contract all costs pertaining to the work.
12. This contract shall not be construed for or against any party because that party wrote it.
13. The Contractor and CGS for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained. Assignment by the Contractor of any portion or all of this Contract or Contractor's obligations and rights under this Contract shall not be effective without the written or email consent of CGS, which, may be withheld at CGS's discretion.
14. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
15. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.
16. It is mutually agreed between the parties hereto that time is of the essence of this contract, particularly in light of the mandatory timeframes as set forth in Florida Statute 556 (Underground Facility Damage Prevention and Safety Act), as may be amended from time to time, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that CGS may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which CGS has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract or CGS may terminate this Contract immediately, being obligated to Contractor only for compensation duly earned for work completed, minus any amounts provided for in this paragraph.
17. It is further mutually agreed between CGS and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that CGS shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to

CONTRACT

cover the performance of the work the Contractor shall, at its own expense, within ten (10) days after receipt of written, or email, notice from CGS to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to CGS. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

18. NOTICES AND CHANGES OF ADDRESS

Any notice requires or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered, or emailed, to such party at the contact information as indicated below (or at such other address as such party shall specify to the other party in writing/email), or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Florida Gas Contractors, Inc. (FGC)

Clearwater Gas System (CGS)

Kevin P. Bohne
Name

Brian Langille
Name

President
Title

Operations Manager
Title

Address: **P. O. Box 280**
Dade City, Florida 33526

400 N Myrtle Ave
Clearwater, Florida 33755

(813) 996-0019
Telephone #

727-562-4911
Telephone #

(813)996-2919
Facsimile #

727-562-4902
Facsimile #

Email: KBohne@fgascontractors.com

Email: brian.langille@clearwatergas.com

19. TERMINATION OF CONTRACT

If Contractor shall fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and Contractor shall be paid only for work completed.

20. CONFORMANCE WITH LAWS

Contractor agrees to comply with all applicable federal, state and local laws during the life of this Contract, including but not limited to Florida Statute 556 under which a material portion of this Contract will be fulfilled.

21. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

CONTRACT

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Contract, in duplicate, the day and year first above written.

(CONTRACTOR SEAL)



FLORIDA GAS CONTRACTORS, INC.

By: _____

Kevin P. Bohne

Name: Kevin P. Bohne

Title: President

Witness for the Contractor

Mary A. Paulson

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____

William B. Horne, II
City Manager

APPROVED AS TO FORM:

ATTEST:

Laura Mahony
Assistant City Attorney

By: _____

Rosemarie Call
City Clerk

Exhibit "A"



INVITATION TO BID

Installation of Natural Gas Main, Service Lines, and House Piping # 11 -16

February 4, 2016

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 A.M., Local Time, March 3, 2016** to provide **Installation of Natural Gas Main, Service Lines, and House Piping.**

Brief Description: The Clearwater Gas System (CGS) seeks qualified bidders to provide all labor, materials, incidental items and equipment necessary for Installation of Natural Gas Main, Service Lines, and House Piping Services.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

Issued by:

Alyce Benge, CPPO, C.P.M.

Purchasing Manager

City of Clearwater

Questions concerning this solicitation should be directed, IN WRITING, to:

Alyce Benge, CPPO, C.P.M.
Purchasing Manager
Finance Department
Fax: 727-562-4535

AlyceBenge@myclearwater.com

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Manager. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
Mandatory Attendance: Yes No

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: March 3, 2016
Time: 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting Purchasing. .

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes 100% of annual bid amount

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Yes \$ 0.00 No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and

INSTRUCTIONS

conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave, 3rd Floor, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater, FL 33758-4748

Bids will be received at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.9 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.11 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.12 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

INSTRUCTIONS

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.13 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.14 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.
- i.15 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.16 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.17 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

INSTRUCTIONS

- i.19 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.20 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:

Alyce Bengé, CPPO, C.P.M.

Purchasing Manager

100 S. Myrtle Ave., 3rd Floor

Clearwater, FL 33756-5520

or

PO Box 4748

Clearwater, FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.21 **EVALUATION PROCESS.** Bids will be reviewed by Purchasing and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
- i.24 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.25 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.26 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the bidder's responsibility to check the City of Clearwater's Purchasing website to view relevant bid information and notices;** <http://www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx> .
- i.27 **BID TIMELINE.** Dates are tentative and subject to change.
Release ITB: February 4, 2016
Advertise Tampa Bay Times: February 6, 2016
Bids due: March 3, 2016
Review bids: March 3 – 9, 2016
Award recommendation: March 10, 2016
Council authorization: April 7, 2016
Contract begins: April 2016

STANDARD TERMS AND CONDITIONS

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Clearwater, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City’s satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

STANDARD TERMS AND CONDITIONS

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

STANDARD TERMS AND CONDITIONS

- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT.**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

STANDARD TERMS AND CONDITIONS

- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally

STANDARD TERMS AND CONDITIONS

available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.25 **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements,

STANDARD TERMS AND CONDITIONS

- but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent

STANDARD TERMS AND CONDITIONS

such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of 110,000 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach was named “Florida’s Best Beach Town 2013” by USA Today and was on the “Top Ten List of Best Beaches from Maine to Hawaii”. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball and hosts several sports tournaments through the year that attract visitors from across the country. Clearwater is home for Winter the Dolphin and the Clearwater Marine Aquarium. Winter’s story has made it all the way to Hollywood in the motion pictures “Dolphin Tale” and “Dolphin Tale 2”, both filmed in Clearwater.

2. **BACKGROUND.** The City of Clearwater (“City”), doing business as the Clearwater Gas System (“CGS”), owns and operates a natural gas distribution system (“System”) within portions of Pinellas and Pasco County, Florida that serves approximately 19,000 natural gas customers. CGS has approximately 875 miles of distribution gas mains that operate between 8 – 60 PSI. The 330 square mile service territory of CGS extends from north Pinellas County (north of Ulmerton Road) to Southwest Pasco County (the Pinellas/Pasco county line to State Road 52 and Ehren Cutoff Road) and includes the beach communities starting from Clearwater and traveling south to Redington Beach (see Attachment C: Clearwater Gas System – Overview). The awarded Contractor will work independently to complete the services for CGS, with minimal assistance or supervision from CGS.

3. **SCOPE OF WORK.**
 - A. **SERVICE REQUIREMENTS:**
 1. The work to be performed under this contract shall consist of the furnishing of all labor, materials, equipment, and administrative paperwork, necessary to satisfactorily complete:
 - Installation of natural gas distribution mains and service lines, including meter set, excess flow valves, testing, pigging, purging, connecting to gas main, final gassing and restoration;
 - Written logs, as-built drawing of gas service line piping installations, pressure test charts
 - Directional drilling bore logs
 - Provide all meter/customer piping connections
 - Applicable turn-on and meter set paperwork
 - Testing of customer’s piping with documentation and establishment/reestablishment of gas service
 - All gas joining equipment to be used, including nitrogen gas purging, shall be certified by CGS to be in good working condition
 - Include all necessary construction, including live tie-in connections in order to provide a complete main or service line installation ready for the transportation of natural gas according to Clearwater Gas System’s Construction Manual

DETAILED SPECIFICATIONS

2. Gas Main and Service line installation may include the following materials:
 - Various piping, to include PE and Steel;
 - PE tapping tees, 3-way tees, weld tees, or smaller tapping tees, stop cock, riser;
 - Gas meters, Regulators, valves, and valve boxes, valve box concrete rings;
 - Fittings, tracer wire, test stations, line marker, poles, barricades, bumper poles;
 - MOT signage-maintenance required per FDOT specifications for traffic control.
3. All workmanship shall be fully guaranteed for a period of one (1) year after date of acceptance by the Owner. All Testing shall be paid by the Contractor. All Professional Surveying and job stake out including placement elevations shall be paid by the Contractor.
4. All ditch lines and bell holes must be machine compacted to approved density. Required environmental protection, such as the installation of silt fencing adjacent to wet lands and placement of straw bales or similar approved devices at storm inlets.
5. In the event it becomes necessary to continue work beyond the normal hours of operation, the contractor will obtain approval from CGS, a minimum of two (2) working days in advance, except for an emergency condition when notification is required as soon as possible. The contractor agrees to pay CGS inspection after-hours expenses, prior to CGS releasing the project for service and authorizing payment for completed work.

B. PE- UNDERGROUND EXTERIOR HOUSE PIPING:

From outlet side of meter set to the exterior appliances or house piping stub. Will include risers on each end, stop cock, valves and miscellaneous fittings. Must be noted as House Piping on all invoices. Air test at 15 pounds per square inch (PSI) for 24 hours required for final approval and tagged with pressure, date and time. Must be a licensed Plumber or LP/ Natural Gas contractor and qualified in this discipline. Contractor is responsible for all code deficiencies and must furnish payment for code violations, such as loss of pressure test, improper depth, no tracer wire etc. Underground house piping installation also includes the placement and installation of temporary sight (4" PE) tubes for inspectional purposes.

C. ABOVE GROUND EXTERIOR HOUSE PIPING METER CONNECT:

This work to be performed, shall consist of the contractor furnishing all necessary labor, tools, equipment, materials, pipe & fittings, supplies, manufactured articles, electric power, and essential customer communication, labor, and other operations necessary for the modification of existing natural gas house plumbing to accommodate relocation of gas meters including: obtaining required permits if applicable; installation of new house gas pipes by threading pipe, measuring/ fitting and assembling pipe and fittings, new shut off valves, gas meters and regulators and connecting customer piping from a new location and, subsequent integrity pressure testing (Drop Test- utilizing a manometer) of the entire consumers owned gas plumbing system, and passing required inspections. The requirement also extends to completing and submitting the required gas service account, meter card and integrity testing paperwork timely.

CGS will require the reestablishing of the gas service and relighting the applicable appliances that pass the integrity pressure test. Contractor shall immediately notify CGS dispatcher of the "on gas" and complete the required paperwork, including the drop test

DETAILED SPECIFICATIONS

form, and submit, no later than the following business day (within 24 hours). The contractor shall also notify gas dispatch (727-462-6633) immediately of any gas account that does not pass the integrity test or where access to premise is unavailable. The work shall be complete and performed in strict accordance with the Contract Specifications, and in compliance with all applicable codes, CGS requirements, Florida Fuel Gas Code and industry standards. All work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City. Gas pipe fitters and plumbers shall be thoroughly trained and experienced in the skill set required, and shall be completely familiar with the design and application of work described. All applicable plumbing and gas fitters licensing documents shall be furnished to CGS.

D. RESIDENT NOTIFICATION PERFORMED BY CONTRACTOR:

The Contractor shall notify all residents along the construction route with a printed door hanger notice indicating the following information about the proposed construction and the Contractor performing the work: CGS logo (provided to Contractor on disk); the scheduled start date; the type of construction; general sequence and scheduling of construction events; Contractor's name; Contractor's address; Contractor's phone number; and Managers' name. A sample door hanger is attached to this document and shall be printed on brightly colored card stock and a minimum of 4 1/4" x 11" in size. A sample door hanger including proposed language shall be approved by CGS prior to the start of construction.

Notification (door hanger) shall be posted to residences and businesses directly affected by the Contractor's activities no later than two (2) days prior to start of construction. Directly affected by Contractor's activities shall mean all Contractor operations including staging areas, equipment and material storage, principal access routes across private property, etc. Contractor cannot start without proper two (2) day notice period to residents. Contractor is also required to maintain sufficient staff to answer resident inquiries during normal business hours and to maintain message recording equipment to receive resident inquiries after business hours. Contractor Manager and Supervisor emergency contact phone number shall be provided, maintained and answered 24 hours a day, 365 days a year; updates shall be provided as necessary to the CGS Dispatch and CGS inspector personnel.

E. SITE CONDITIONS:

Any information on site or soil conditions made available to the prospective bidders through data collected by test borings and presented on the Engineer's drawings or available in preliminary reports prepared by the Engineer or obtained verbally from a representative of the Owner or the Engineer does not guarantee that such site or soil conditions will be as described, and are made available only upon waiver of all responsibility of the Owner and Engineer. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown on the contract documents. Under no condition will a variation in the information obtained by the Engineer on site or soil conditions, including underground soil or groundwater conditions at the job site, be accepted as a basis in any claim for extra compensation.

It is recommended that Bidder review the proposed work area and become familiar with local conditions which may in any manner affect the work to be performed, or affect the equipment, materials, and labor required. The Bidder shall carefully evaluate the service area and the specifications, conditions, and requirements of this contract. No additional allowances shall be made because of lack of knowledge of any site conditions.

DETAILED SPECIFICATIONS

F. APPROVED MATERIALS AND EQUIPMENT:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard of quality and it will be presumed, unless specifically excepted by the bidder, that the base bid includes the materials or articles so named, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the standard named materials or articles and no other. To assist the Engineer in making an adequate evaluation, the bidder shall submit with his proposal, at the time bids are received, detailed information and data on the items he proposes to furnish as equally acceptable to the named terms. The data furnished shall include as applicable and needed for evaluation, manufacturer's name, model identification, descriptive brochures, specifications, performance data, guaranteed efficiencies, and list of installations in similar service. Such alternate material, article or piece of equipment shall not be purchased or installed by the Contractor without the Engineer's written approval. Any revisions to the Drawings as a result of alternate equipment shall be at the expense of the Contractor.

G. BID ITEMS AND ESTIMATED QUANTITIES:

The Owner may increase, decrease or omit the estimated quantity of the work to be done under any item in the best interests of the project and the unit price as submitted in the proposal shall be the unit price which the Contractor will receive for any work specified to be done under that item.

All work herein specified or implied in any way in the drawings or specifications shall be done regardless of whether or not the work is specifically defined in any bid item.

The Contractor agrees that the estimated quantities shown in the Bid Schedule are only for the purpose of comparing bids and that he/she is satisfied with, and will at no time dispute, the said estimates as means of comparing the aforesaid bids, that he/she will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should vary by any amount from those actually measured during performance of the work.

BID ITEMS:

MAIN LINE - PLASTIC

- Diameter, 2 inch, 4 inch, 6 inch, and 8 inch; pricing per foot.

MAIN LINE - STEEL

- Diameter, 2 inch, 4 inch, 6 inch, and 8 inch; pricing per foot.

SERVICE LINE – PLASTIC (LUMP SUM, 100 FT or less per location)

- Diameter, 5/8 & 3/4 inch, 1 inch, 2 inch, 4 inch; pricing per location.

SERVICE LINE – PLASTIC (UNIT PRICE, greater than 100 feet per location)

- Diameter, 5/8 & 3/4 inch, 1 inch, 2 inch, 4 inch; pricing per foot.

DETAILED SPECIFICATIONS

SERVICE LINE - STEEL

- Diameter, 5/8 & 3/4 inch; 1 inch, 2 inch, 4 inch, 6 inch, 8 inch, pricing per foot.

SERVICE LINE – CUT AND CAP AT MAIN (any material)

- Diameter, 2 inch or less per service location.
- Must include site restoration.

CASING PUSH / MISSILE

- Diameter, 5/8 & 3/4 inch, 1 inch, 2 inch; pricing per foot.

Boring includes insertion of the carrier pipe within the casing, restoration, cleanup, insulators, end seals, and vent poles. For all bores, payment will be for actual distance of the bore, not to include footage of entrance and exit pits and installation of tracer wire or carrier pipe.

JACK AND/OR BORE - STEEL

- 4 inch, 6 inch, 8 inch; pricing per foot.

DIRECTIONAL BORE - PLASTIC

Directional Boring installations shall not exceed four feet (4') in depth without CGS written approval.

- 5/8 & 3/4 inch; 1 inch; 2 inch; 4 inch, 6 inch, 8 inch, 12 inch; pricing per foot.

STEEL-WELD, MECANICAL & PE TAPPING TEES

Welder shall be OQ qualified, 3rd party non destructive tested and CGS destructive tested and certified prior to welding on CGS facilities)

- 2 inch Williamson, 5/8 inch Weld Punch Tees, 3/4 inch Weld Punch Tees, 1inch Weld Punch Tees; pricing per each.
- Mechanical or PE Fused Service Tee (saddle clamp, saddle tee, PE tee, and wrap around); pricing per each.

SOD

Sod material will be supplied, placed, watered and maintained for three (3) weeks by Contractor and acceptable to the Right of Way authority.

- Bahia / Floratan; pricing per square foot, including all related costs

MAINTENANCE OF TRAFFIC (MOT)

METER AND REGULATOR INSTALLATION

- Installing Residential & Light Commercial Meters (Meter Set Only); pricing per each meter
- Above Ground Exterior House Piping and Meter Connect (Includes meter set and connection to customer's piping system, safety inspection, drop test relight of customer's appliances and permits where applicable. Pricing per each meter.

DETAILED SPECIFICATIONS

SURFACE RESTORATION

Cut, remove, and replace. Restoration material provided by Contractor.

- Asphalt; pricing per inch thickness
- Limerock; pricing per inch thickness
- Concrete; pricing per square feet.
- Shell, pricing per square feet.
- Brick / Paver removal; pricing per square feet.
- Brick/ Paver replacement; pricing per square feet.
- Seed and mulch; pricing per square feet.

PIPE REMOVAL

- Diameter, 2 inch, 4 inch, and 6+ > inch; pricing per foot.

PE – UNDERGROUND EXTERIOR HOUSE PIPING

- Diameter, 5/8 & ¾ inch, 1 inch, 2 inch, 4 inch, 6 inch; pricing per foot.
- PE Fused Service Type Tap Tees; pricing per each.
- 3-way PE Tees; pricing per each.

OTHER PAY ITEMS

- As itemized on bid pages

4. **MINIMUM QUALIFICATIONS.** Bidder shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Bidder shall be licensed and competent in the required discipline of locating gas mains, services and underground customer piping systems and related gas meter connections.

- A. Bidders shall have successfully completed two (2) contracts for similar work during the past three (3) years, in an amount comparable (within 25%) to the amount of the proposed bid total.
- B. Bidders' employees and CGS approved subcontractors must meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to "Operator Qualification" (OQ) with mandatory knowledge, skill and abilities, training to be completed by March 1, 2016. OQ. and all training documentation shall be furnished, via email, upon request. The Bidders' Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a five (5) year period. Failure to provide proof of Operator Qualification compliance, and successful maintenance is a breach of contract and may result in contract cancellation. Training records shall be made available to CGS for auditing. The Contractor shall provide prior to starting work and updating quarterly "Resume of Experience" for key employees.

The Contractor must state in writing that their Operator Qualification plan is in conformance with the intent of Federal Operator Qualification Regulations and is at least equal to and applicable to Clearwater Gas System's ASME B31Q Operator Qualification Plan. Provide all OQ Training Documentation records shall be furnished upon request. The Contractor's Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a five (5) year period. **Failure to provide proof of Operator Qualification compliance, and**

DETAILED SPECIFICATIONS

successful maintenance will disqualify the bidder from consideration for the award of this bid. Training records shall be made available to CGS for auditing.

- C. The Bidder confirms that it has in place, or will implement a Drug and Alcohol Training and Testing Program for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. The awarded bidder will furnish quarterly statistical reports to CGS's Operations Manager, or designee, to show active compliance. A copy of the Alcohol and Drug Testing Program will be included in the response to this Invitation to Bid.
 - D. Vendor must attest to the Certification regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes. The Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.
 - E. Vendor shall attest to comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall comply with OSHA 1926 Subpart P Excavation, the State of Florida Trench Safety Act and the City Of Clearwater Trench Safety Regulations during the term of the Contract.
5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

DETAILED SPECIFICATIONS

- d. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Purchasing Department, ITB # 11-16
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** April 2016 through March 2017.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2), one (1) year renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the ***Producer Price Index for Non-Residential Construction Trades***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.
 - c. No fuel surcharges will be accepted.

RESPONSE ELEMENTS

1. **BID SUBMISSION.** In a sealed container, using the mailing label provided, submit:
 - one (1) signed original bid,
 - one (1) copy of the bid, and
 - one (1) copy in a digital format on a CD or Thumb Drive.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - Bid security (if requested) included
 - Original and proper number of copies with electronic format (if requested) included
 - Bid container properly labeled
 - Bid Pricing form completed and included
 - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Exceptions/Additional Materials/Addenda form completed and included
 - Vendor Information form completed and included
 - Offer Certification form completed and included
 - Scrutinized Companies and Business Operations Certification Form
 - Drug and Alcohol training program information

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Installation of Natural Gas Main, Service Lines, and House Piping Services** to the City of Clearwater at the price(s) stated below. The quantities cited are estimated annual requirements based on historical work. ALL bid items must be priced for a bid to be deemed responsive.

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAIN LINES - PLASTIC					
1	2 INCH	\$ 5.00	Per Foot	65,000	\$ 325,000.00
2	4 INCH	\$ 7.75	Per Foot	20,000	\$ 155,000.00
3	6 INCH	\$ 10.00	Per Foot	5,000	\$ 50,000.00
4	8 INCH	\$ 10.00	Per Foot	1,000	\$ 10,000.00
MAIN LINES - PLASTIC TOTAL:					\$ 540,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAIN LINES - STEEL					
5	2 INCH	\$ 12.50	Per Foot	1,000	\$ 12,500.00
6	4 INCH	\$ 13.00	Per Foot	1,000	\$ 13,000.00
7	6 INCH	\$ 30.00	Per Foot	1,000	\$ 30,000.00
8	8 INCH	\$ 30.00	Per Foot	1,000	\$ 30,000.00
MAIN LINES - STEEL TOTAL:					\$ 85,500.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES - PLASTIC (LUMP SUM) 100 feet or less per location					
9	5/8 & 3/4 INCH	\$ 700.00	Per Location	400	\$ 280,000.00
10	1 INCH	\$ 850.00	Per Location	100	\$ 85,000.00
11	2 INCH	\$ 950.00	Per Location	50	\$ 47,500.00
12	4 INCH	\$ 950.00	Per Location	50	\$ 47,500.00
SERVICE LINES - PLASTIC TOTAL:					\$ 460,000.00

Vendor Name Florida Gas Contractors, Inc.

Date: 3/3/16

BID PRICING

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES – PLASTIC (UNIT PRICE) Greater than 100 feet per location					
13	5/8 & ¼ INCH	\$ 5.50	Per Foot	30,000	\$ 165,000.00
14	1 INCH	\$ 5.50	Per Foot	9,000	\$ 49,500.00
15	2 INCH	\$ 8.00	Per Foot	7,000	\$ 56,000.00
16	4 INCH	\$ 8.00	Per Foot	750	\$ 6,000.00
SERVICE LINES – PLASTIC TOTAL:					\$ 276,500.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES - STEEL					
17	5/8 & ¼ INCH	\$ 13.00	Per Foot	100	\$ 1,300.00
18	1 INCH	\$ 13.00	Per Foot	200	\$ 2,600.00
19	2 INCH	\$ 13.00	Per Foot	1,000	\$ 13,000.00
20	4 INCH	\$ 20.00	Per Foot	500	\$ 10,000.00
21	6 INCH	\$ 35.00	Per Foot	500	\$ 17,500.00
22	8 INCH	\$ 50.00	Per Foot	500	\$ 25,000.00
SERVICE LINES – STEEL TOTAL:					\$ 69,400.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINE – CUT AND CAP at MAIN					
23	2" Service line or less	\$ 550.00	Per Location	500	\$ 275,000.00
SERVICE LINE – CUT and CAP at MAIN TOTAL:					\$ 275,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
CASING PUSH / MISSILE					
24	5/8 & ¼ INCH	\$ 9.75	Per Foot	6,000	\$ 58,500.00
25	1 INCH	\$ 9.75	Per Foot	4,000	\$ 39,000.00
26	2 INCH	\$ 10.75	Per Foot	15,000	\$ 161,250.00
CASING PUSH / MISSILE TOTAL:					\$ 258,750.00

Vendor Name Florida Gas Contractors, Inc.

Date: 3/3/16

BID PRICING

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
JACK AND / OR BORE - STEEL					
27	4 INCH	\$ 21.00	Per Foot	500	\$ 10,500.00
28	6 INCH	\$ 25.00	Per Foot	500	\$ 12,500.00
29	8 INCH	\$ 35.00	Per Foot	500	\$ 17,500.00
JACK AND / OR BORE - STEEL TOTAL:					\$ 40,500.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
DIRECTIONAL BORE - PLASTIC					
30	5/8 & 3/4 INCH	\$ 11.25	Per Foot	7,000	\$ 78,750.00
31	1 INCH	\$ 11.25	Per Foot	4,000	\$ 45,000.00
32	2 INCH	\$ 11.50	Per Foot	25,000	\$ 287,500.00
33	4 INCH	\$ 16.00	Per Foot	1,500	\$ 24,000.00
34	6 INCH	\$ 17.00	Per Foot	1,000	\$ 17,000.00
35	8 INCH	\$ 17.00	Per Foot	500	\$ 8,500.00
36	12 INCH	\$ 17.00	Per Foot	500	\$ 8,500.00
DIRECTIONAL BORE - PLASTIC TOTAL:					\$ 469,250.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
STEEL-WELD, MECHANICAL & PE TAPPING TEES					
37	2 INCH, WILLIAMSON	\$ 100.00	Each	100	\$ 10,000.00
38	5/8 INCH, WELD PUNCH TEE	\$ 50.00	Each	75	\$ 3,750.00
39	3/4 INCH WELD PUNCH TEE	\$ 50.00	Each	75	\$ 3,750.00
40	1 INCH, WELD PUNCH TEE	\$ 50.00	Each	50	\$ 2,500.00
41	MECHANICAL or PE FUSED SERVICE TEE	\$ 25.00	Each	1,000	\$ 25,000.00
STEEL-WELD, MECHANICAL & PE TAPPING TEES TOTAL:					\$ 45,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SOD					
42	BAHIA / FLORATAN SOD	\$ 1.00	Per Sq. Foot	150,000	\$ 150,000.00
SOD TOTAL:					\$ 150,000.00

BID PRICING

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAINTENANCE OF TRAFFIC (MOT)					
43	BARICADES OR SIGNS	\$ 175.00	Per Day	500	\$ 87,500.00
44	ARROW BOARD	\$ 150.00	Per Day	25	\$ 3,750.00
45	CONES	\$ 75.00	Per Day	500	\$ 37,500.00
46	CLASS B HIGH DENSITY DOT LIGHTS	\$ 150.00	Per Day	15	\$ 2,250.00
47	LIGHT PLANT	\$ 85.00	Per Day	30	\$ 2,550.00
48	JERSEY BARRICADES	\$ 75.00	Per Day	25	\$ 1,875.00
MAINTENANCE OF TRAFFIC TOTAL:					\$ 135,425.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
METER AND REGULATOR INSTALLATION (includes connection to customer house-piping)					
49	250 CFH DIAPHRAGM	\$ 325.00	Per Set	650	\$ 211,250.00
50	425-630 CFH DIAPHRAGM	\$ 350.00	Per Set	250	\$ 87,500.00
51	800 CFH DIAPHRAGM	\$ 400.00	Per Set	100	\$ 40,000.00
52	1,000 OR GREATER DIAPHRAGM	\$ 450.00	Per Set	50	\$ 22,500.00
53	3M ROTARY	\$ 450.00	Per Set	75	\$ 33,750.00
54	5M ROTARY	\$ 450.00	Per Set	25	\$ 11,250.00
55	7M ROTARY	\$ 450.00	Per Set	10	\$ 4,500.00
56	11M ROTARY	\$ 450.00	Per Set	10	\$ 4,500.00
METER AND REGULATOR INSTALLATION TOTAL:					\$ 415,250.00

Vendor Name Florida Gas Contractors, Inc.

Date: 3/3/16

BID PRICING

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SURFACE RESTORATIONS					
57	ASPHALT	\$ 3.50	Per Inch Thickness	12,000	\$ 42,000.00
58	LIMEROCK	\$ 2.00	Per Inch Thickness	10,000	\$ 20,000.00
59	CONCRETE	\$ 10.00	Per Sq. Ft.	5,000	\$ 50,000.00
60	SHELL	\$ 1.00	Per Sq. Ft.	1,000	\$ 1,000.00
61	BRICK / PAVER REMOVAL	\$ 4.00	Per Sq. Ft.	2,000	\$ 8,000.00
62	BRICK / PAVER REPLACEMENT	\$ 4.00	Per Sq. Ft.	2,000	\$ 8,000.00
63	SEED AND MULCH	\$.25	Per Sq. Ft.	10,000	\$ 2,500.00
64	FLOWABLE FILL	\$ 5.00	Per cubic Ft.	1,000	5,000.00
SURFACE RESTORATIONS TOTAL:					\$ 136,500.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
PIPE REMOVAL					
65	2 INCH	\$ 4.00	Per Foot	1,500	\$ 6,000.00
66	4 INCH	\$ 5.00	Per Foot	1,500	\$ 7,500.00
67	6 INCH and GREATER	\$ 6.00	Per Foot	1,500	\$ 9,000.00
PIPE REMOVAL TOTAL:					\$ 22,500.00

Vendor Name Florida Gas Contractors, Inc.

Date: 3/3/16

BID PRICING

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
PE – UNDERGROUND EXTERIOR HOUSE PIPING					
68	5/8 & 3/4 INCH	\$ 10.00	Per Foot	3,000	\$ 30,000.00
69	1 INCH	\$ 10.00	Per Foot	3,000	\$ 30,000.00
70	1 1/4 INCH	\$ 10.00	Per Foot	8,000	\$ 80,000.00
71	2 INCH	\$ 10.00	Per Foot	8,000	\$ 80,000.00
72	4 INCH	\$ 15.00	Per Foot	4,000	\$ 60,000.00
73	6 INCH	\$ 15.00	Per Foot	4,000	\$ 60,000.00
74	PE FUSED SERVICE TYPE TAP FEES	\$ 40.00	Each	1,000	\$ 40,000.00
75	3-WAY PE TEES	\$ 25.00	Each	200	\$ 5,000.00
PE – UNDERGROUND EXTERIOR HOUSE PIPING TOTAL:					\$ 385,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
OTHER PAY ITEMS					
76	LP TANK / METER PROTECTION	\$ 125.00	Per Pole	100	\$ 12,500.00
77	METER PROTECTION	\$ 125.00	Per Pole	100	\$ 12,500.00
78	DENSITY (includes testing)	\$ 7.50	Per Sq. Ft.	5,000	\$ 37,500.00
79	SHORING	\$ 22.00	Per Linear Ft.	1,000	\$ 22,000.00
80	INSTALLATION OF WELL POINT HEADER PIPE	\$ 27.00	Per Linear Ft.	1,000	\$ 27,000.00
81	WELL POINT RUNNING TIME	\$ 40.00	Per Hour	2,000	\$ 80,000.00
82	WATER PUMP	\$ 95.00	Per Hour	500	\$ 47,500.00
83	GROUND PENETRATING RADAR	\$ 100.00	Per Hour	100	\$ 10,000.00
84	VACUUM LOCATING	\$ 175.00	Per Hour	200	\$ 35,000.00
85	WELDER & RIG	\$ 175.00	Per Hour	100	\$ 17,500.00
86	TRACK HOE	\$ 125.00	Per Hour	25	\$ 3,125.00
87	DUMP TRUCK	\$ 75.00	Per Hour	50	\$ 3,750.00
88	TRACTOR & TRAILER	\$ 150.00	Per Hour	50	\$ 7,500.00
89	CONCRETE SAW	\$ 30.00	Per Hour	250	\$ 7,500.00
OTHER PAY ITEMS TOTAL:					\$ 323,375.00

Vendor Name Florida Gas Contractors, Inc. Date: 3/3/16

BID PRICING

Freight Costs: Unit prices should include all Shipping and Transportation Costs

Will you accept a procurement card at time of purchase? Yes No

Will you accept ePay for invoices over \$2,500? Yes No

Vendor Name Florida Gas Contractors, Inc.

Date: 3/3/16

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) FLORIDA GAS CONTRACTORS, INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) P.O. BOX 280 City, state, and ZIP code DADE CITY, FL 33526 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
2	7	-	4	7	3	2	8	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/2/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
 Additional Materials attached (describe--attach additional pages if needed)

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx/ prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
1. Dated February 11, 2016	<i>[Signature]</i>
2. Dated February 23, 2016	<i>[Signature]</i>

Vendor Name Florida Gas Contractors, Inc.l

Date: 3/3/16

VENDOR INFORMATION

Company Legal/Corporate Name: Florida Gas Contractors, Inc.

Doing Business As (if different than above): _____

Address: P. O. Box 280

City: Dade City State: Florida Zip: 33526-0280

Phone: (813) 996-0019 Fax: (813) 996-2919

E-Mail Address: _____ Website: www.flgascontractors.com

DUNS # _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Mary A. Paulson

Fax: (813) 996-2919

Phone: (813) 996-0019

E-Mail Address: mpaulson@flgascontractors.com

Day-to-Day Project Contact (if awarded):

Name: Steve Furry

Fax: (813) 996-2919

Phone: (813) 996-0019

E-Mail Address: sfurry@flgascontractors.com

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

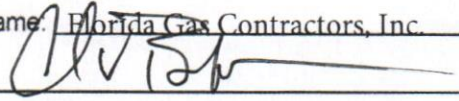
OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Florida Gas Contractors, Inc.

Signature: 

Printed Name: Kevin P. Bohne

Title: President

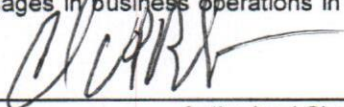
Date: 3/3/16

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS
WITH CUBA AND SYRIA CERTIFICATION FORM**

PER DETAILED SPECIFICATIONS, ITEM 4, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.



Authorized Signature
Kevin P. Bohne

Printed Name
President

Title

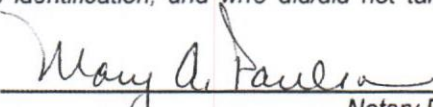
Name of Entity/Corporation Florida Gas Contractors, Inc.

STATE OF Florida COUNTY OF Pasco

The foregoing instrument was acknowledged before me on this 3rd day of March, 2016, by Kevin P. Bohne (name of person whose signature is being notarized) President (title) of Florida Gas Contractors, Inc. (name of corporation/entity), personally known to me as described herein X, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



Mary A. Paulson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF941533
Expires 12/17/2019



Notary Public
Mary A. Paulson

Printed Name
My Commission Expires: 12/17/2019

NOTARY SEAL ABOVE

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

PROJECT: ITB # 11-16, Installation of Natural Gas Main, Service Lines, and House Piping

BIDDER'S NAME: Florida Gas Contractors, Inc.

Bidder acknowledges that included in the various items of the proposal in the Total Bid Price are costs for complying with OSHA 1926 Subpart P Excavations and the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	<u>Shoring</u>	<u>LF</u>	<u>NA</u>	<u>\$500.00</u>	<u>NA</u>
B.					
C.					
D.					

*TOTAL:

* This total amount is incidental to the contract bid price and is provided only as bidder acknowledgment of the Florida Trench Safety Act.

* The City of Clearwater has enacted additional shoring requirements, within the City limits administered by the Clearwater Fire Department

Failure to complete the above may result in the bid being declared non-responsive.



Bidding Contractor Signature

CLEARWATER GAS SYSTEM - OVERVIEW

CUT ALONG THE DOTTED LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

CLEARWATER GAS SYSTEM - OVERVIEW

(A DEPARTMENT OF THE CITY OF CLEARWATER)

SERVING THE COMMUNITY ENERGY NEEDS FOR 92 YEARS

(SINCE 1923)



KEY SERVICE CHARACTERISTICS & DATA

- NATURAL & PROPANE GAS SERVICE
- GAS APPLIANCE SALES & SERVICE
- INSTALLATION OF INSIDE CUSTOMER GAS PIPING
- DOMESTIC AND COMMERCIAL GAS APPLIANCE & EQUIPMENT SERVICE
- 330 SQUARE MILES OF SERVICE TERRITORY
- 885 MILES OF MAIN PIPELINES

SERVE 20 MUNICIPAL AREAS:

BELLEAIR	INDIAN ROCKS BEACH	PINELLAS PARK (LP)
BELLEAIR BEACH	INDIAN SHORES	PORT RICHEY
BELLEAIR BLUFFS	LARGO	REDINGTON BEACH
BELLEAIR SHORE	MADEIRA BEACH (LP)	REDINGTON SHORES
CLEARWATER	NEW PORT RICHEY	SAFETY HARBOR
DUNEDIN	NORTH REDINGTON BEACH	SEMINOLE (LP)
	OLDSMAR	TARPON SPRINGS

AND UNINCORPORATED NORTHERN PINELLAS & SOUTHWESTERN & CENTRAL PASCO COUNTIES:

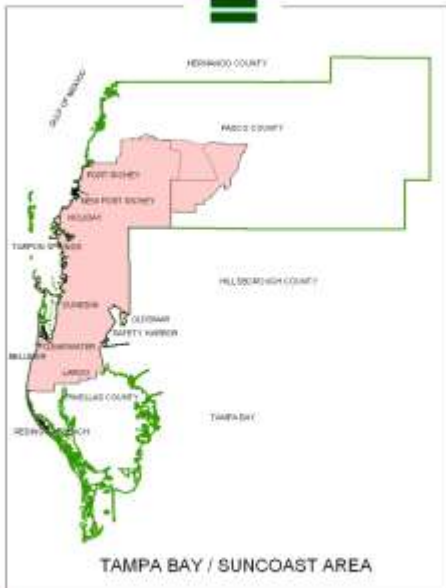
PINELLAS COUNTY

- AREAS SERVED
- CRYSTAL BEACH
 - EAST LAKE
 - FEATHER SOUND (LP)
 - HARBOR BLUFFS
 - HIGHPOINT
 - OZONA
 - PALM HARBOR

PASCO COUNTY

- AREAS SERVED
- ANCLOTE
 - BEXLEY RANCH
 - CONNERTON
 - ELFERS
 - HOLIDAY
 - LAND O' LAKES
 - MOON LAKE
 - ODESSA
 - SERENOVA
 - TRINITY

- 21,000 CUSTOMERS
- 92 EMPLOYEES (BUDGETED)
- \$41.1 MILLION ANNUAL OPERATING REVENUES
- 12,455 MMBTU/DAY PEAK DEMAND (1/9/2010)
- 12,000 MMBTU/DAY PEAK CONTRACT DEMAND
- SUPPLIER: FLORIDA GAS TRANSMISSION (FGT)



Last Updated: 10/23/2015

MAILING LABEL

CUT ALONG THE DOTTED LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED BID

Submitted by:

Company Name:

Address:

City, State, Zip:

ITB #11-16, Natural Gas Line Installation

Due Date: March 3, 2016, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
PO Box 4748
Clearwater, FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED BID

Submitted by:

Company Name:

Address:

City, State, Zip:

ITB #11-16, Natural Gas Line Installation

Due Date: March 3, 2016, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing, 3rd Floor**
100 South Myrtle Avenue
Clearwater, FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

EXHIBIT B – SPECIAL TERMS AND CONDITIONS
RFP #11-16

1. DEFINITIONS.

The Contract Documents consist of the Advertisement for Bids, Instructions to Bidders, Summary of Information to Bidders, Method of Payment, Proposal (as accepted), Contract, General Conditions, the Technical Specifications and the Drawings, including all modifications and addenda thereof incorporated in the documents before their execution. These form the Contract.

The Owner as used herein shall refer to and designate a public body or authority, corporation, association, partnership or individual for whom the work is to be performed, or his or their authorized representative or agent.

The Contractor is the individual, partnership, corporation or other entity undertaking to do the work herein specified, or his or their heirs, legal representatives, successors or assigns. When more than one prime contract is awarded for a single project the general contractor shall be so designated by the Owner.

The Engineer shall be Clearwater Gas System. The word Engineer shall include the officers, agents, inspectors and employees of Clearwater Gas System.

A Subcontractor shall be an individual, partnership, corporation or other entity having a direct contract with the Contractor to furnish material, work to a special design according to the plans and specifications of this work, or supplying specialized labor and materials for this work. This does not include one who merely furnishes material or labor not particular to this project.

Written Notice shall be deemed to have been fully served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation, for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.

The term "Work" of the Contractor or the Subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.

All time limits stated in the Contract Documents are the essence of the Contract.

Whenever the word "approved" is used herein, it shall be held, unless otherwise specified, to mean as approved by the Owner. Similar use will be made of the words "directed," "required," "permitted," and words of like import.

2. EXTENT OF CONTRACT.

The Advertisement for Bids, Instructions to Bidders, Summary of Information to Bidders, Method of Payment, Proposal (as accepted), Contract, General Conditions, the Technical Specifications, and the Drawings are, and shall be taken to be, parts of this Contract. All work and materials mentioned in the specifications and not shown on the drawings and all work and materials shown on the drawings and not mentioned in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of the contract drawings and specifications, and all work and materials required to complete the entire facility as described in the Advertisement shall be furnished, performed and done, as if the same were both mentioned in the specifications and shown on the drawings.

The drawings which accompany the specifications are herein designated contract drawings and are for the purpose of illustrating the general character and extent of the work and are subject to such modifications and elaboration's by the Owner and Engineer as may be found necessary or advisable, either before or during the prosecution of the work, and the Contractor shall conform to and abide by whatever supplementary drawings and explanations that may be furnished by the Engineer for the purpose of illustrating the work. The Engineer shall decide as to the true meaning or intention of any portion of the specifications and drawings where the same may be found unclear or in conflict.

Should anything be omitted from the contract drawings or specifications which is necessary for a clear understanding of the work, or should any error appear either in any of the various instruments furnished or in the work done by other Contractors affecting the work included under this contract, the Contractor shall promptly notify the Engineer of such omissions or errors, and in the event of the Contractor's failure to do so, he shall make good any damage to or defect in his work caused thereby. He will not be allowed to take advantage of any error or omission on the contract drawings, as full instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

3. OBLIGATIONS OF CONTRACTOR.

The Contractor shall, at his own cost and expense unless otherwise specified, furnish all the necessary materials, labor, supervision, manager, a 24-hour/7 days a week direct reliable communication devices, tools, equipment and appliances, and shall construct, finish, test and purge, connect in a safe, substantial and workmanlike manner the work of this contract within the time and in the manner specified and in accordance with the contract drawings.

The Contractor shall complete the entire work to the satisfaction and approval of the Owner and shall accept in consideration of, and as full compensation for the work, the sums set opposite the respective classes of work and materials named in the Contract and proposals herein contained, the said sums being the amount at which the Contract therefore was awarded to the Contractor.

Acceptance or approval of the work or materials by the Owner does not relieve the Contractor from liability for poor or defective workmanship and/or materials and any such acceptance or approval is understood to relate to work or materials which can be observed and does in no way pertain to latent defects or defects ascertainable through testing.

4. SUBCONTRACTS.

The Contractor shall not assign or sublet the whole or any part of the work without the written consent of the Owner and without the written approval by the Owner of the specific party to whom it is proposed to assign or sublet the same. No such consent and approval, and no approval of the form of such assignment or subletting, shall release or relieve the Contractor from any of the obligations and liabilities assumed by him under this Contract, and, as between the parties hereto, the Contractor shall remain responsible and liable as if no such assignment or subletting had been made.

Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall comply with the ASME B31Q Code, which meets the requirements of Federal CFR 49 Part 192 Subpart N, particularly the "Span of Control" ratio which requires the supervision of non-qualified personnel by OQ certified individuals depending on the performance of the covered task

5. SEPARATE CONTRACTS.

The owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His 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 the other contractor's work after the execution of his work.

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

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

6. **BONDS.**

The bidder to whom the Contract is awarded must, within ten (10) calendar days following notice of award, present himself to the place designated in the official notice of acceptance, for signing of the Contract and the plans, and to substitute for the bid security, a surety performance - payment bond in the amount of thirty percent (30%) of the Contract price, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida and acceptable to the Owner.

7. **ACCIDENTS AND CLAIMS.**

The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner and Engineer from all suits, claims and actions brought against it, and all cost for liability to which the Owner or Engineer may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work.

8. **MUTUAL RESPONSIBILITY OF CONTRACTORS.**

Should a Contractor in the performance of his Contract cause damage to any person, any property, or work of another Contractor working on this project, he shall, upon due notice to do so from the Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner or Engineer. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

9. **CONTRACTOR'S LIABILITY.**

The status of the Contractor in the work to be performed by him under this Contract is that of an independent Contractor and that as such he shall properly safeguard against any and all injury or damage to any person, to public and private property, materials and things; and that, as such, he alone shall be responsible for any and all damage, loss or injury to persons or property that may rise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his subcontractors, agents, or employees have been negligent; and that Contractor shall keep the Owner and Engineer free from, and shall discharge any and all responsibility and therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, including losses of associated business revenue resulting from utility damage, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and Engineer all their officers, agents, and employees, from all suits or actions at law of any kind whatsoever in connection with this work and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner. Contractor acknowledges receipt of one dollar as full and specific consideration for this indemnity agreement.

10. **FAMILIARITY WITH CONTRACT REQUIREMENT.**

It is the responsibility of, and it is hereby agreed that, the Contractor has, prior to signing of the Contract, satisfied himself as the nature and location of the work, the conformation of the ground, the character, quality, and the quantity of the materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general

and local conditions, and of all other matters which can in any way affect the scope of the work under this Contract.

Information concerning the general condition of the project site existing at the time of bidding is presented in the plans and specifications solely for information and convenience in describing the work to be accomplished and the use by the Contractor of such information cannot in any way relieve the Contractor of his responsibilities as outlined herein for determining the actual conditions existing at the site and for basing his bid price upon such conditions.

No verbal agreement or conversation with any officer, agent, employee of the Owner, or the Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. Failure to comply with any or all of the requirements will not relieve Contractor from the responsibility of properly estimating the difficulty or costs of successful completion of the work nor from the responsibility for the faithful performance of the provisions of this Contract.

11. PERMITS AND LICENSES.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise specified. Permits, licenses and easements for CGS gas mains and services classified as CGS permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified. Contractor will also be responsible for obtaining gas permits related to house piping connections to gas meter if required, and maintenance of appropriate trade licenses to perform the specific scope of work described in this contract, including consumer's underground house piping and gas meter relocation piping and connections. They also will be noted as contractor of record on the applicable permits and be licensed as a contractor in the disciplines of plumbing or Natural / LP gas contracting in the State of Florida and registered in Pinellas and or Pasco counties to perform all underground house piping related work and meter connections.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising there from.

12. LAWS AND REGULATIONS.

The Contractor at all times shall observe and comply with all Federal, State, Local, and/or Municipal laws, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree.

The bidder is assumed to have made himself familiar with all Federal, State, Local, and Municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work and no plea of misunderstanding will be considered an excuse for the ignorance thereof. The Contractor shall be licensed and competent in the required discipline of installing gas mains, services, underground customer piping systems and related gas meter connections.

13. PLANS, SPECIFICATIONS AND SHOP DRAWINGS.

The specifications are intended to supplement and clarify the plans. Work is sometimes called for in the specifications that is not shown completely on the plans; and the plans sometimes indicate work that is not mentioned in the specifications. Both plans and specifications must be complied with completely in order to fulfill the Contract requirements; and whether or not the work is specifically defined in any bid item, any work called for by either is as binding as if it were called

for by both. The construction drawings, as prepared prior to receiving bids, are intended to describe the general scope of the work and to form the basis of comparable bids and may be supplemented after award of the contract with manufacturer's shop drawings, detailed working drawings and other detailed data necessary to thoroughly describe the requirements of the finished facility. In no case, however, will such supplemental information form the basis of claims by the Contractor for increased compensation and in no case will the required work described by the supplemental information be considered as extra work. In case of conflict between plans and specifications, the Engineer shall be the sole judge of which shall prevail. The Engineer shall make all necessary explanations as to the true meaning and intent of the plans and specifications. Any errors or omissions in the plans and specifications may be corrected by the Engineer when such corrections are necessary for the proper completion of the work.

The Contractor shall sign and stamp approved all shop or setting drawings for items of equipment on which he has bid and proposes to install, to verify field dimensions, design criteria, and materials. After the Contractor has signed and approved the as built drawings, they shall be promptly submitted to the Owner in quadruplicate for review for conformance with the design concepts of the project. The Contractor shall call Owner's attention to any deviation in the shop drawings or submittals from the requirements of the plans and specifications. No deviation from the plans and specifications shall be approved without a written Change Order. Changes or corrections may be noted by the Owner and one copy will be returned to the Contractor. The Contractor shall make any corrections required by the Owner and shall return the required number of corrected copies of shop drawings until no exception is taken. The Contractor shall direct specific attention in writing to revisions on resubmitted shop drawings other than the corrections called for by the Owner on previous submissions. Contractor's stamp of approval on any shop drawings shall constitute a representation to the Owner that the Contractor has either verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing with the requirements of the work and the Contract documents.

The shop drawings in no way become a part of the Contract documents but are furnished for informational purposes only. Regardless of corrections made in, review or approval given to such drawings by the Engineer, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the Contract plans and specifications.

14. **WORKING SCHEDULES AND PROGRESS CHARTS.**

The Contractor shall prepare and submit to the Owner for approval prior to initiating construction activities a working schedule showing the locations and the order in which the Contractor proposes to undertake the construction. A schedule will include anticipated starting and completion dates for the various sections and items included in this Contract and will also indicate scheduled delivery date for all mechanical equipment. All work provided to the contractor, including service lines shall be scheduled within a 72 hour turn around; emergency work will have an immediate response. FDOT, County and Municipal permit utilization right of way and road crossing permit installations shall be prioritized to recover from the delay associated with obtaining the permit.

Accompanying this schedule shall be a chart sufficiently large to be suitable for recording the progress of the work. The Contractor will be required to indicate actual progress on this chart and printed copies shall be made available at the end of each month. These progress charts will be used in preparing the monthly estimates to the Owner. The contractor shall furnish an electronic copy of the daily work schedule in advance of the work being done preferably prior to the beginning of the work day. Copies include Construction Inspection, Gas Sales, Dispatch and Senior Accountant. The contractor shall also provide an electronic copy of the daily completed work being done preferably at the end of that work day or the beginning of the next work day.

15. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR.**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner and with other contractors in every way possible. The

Contractor shall at all times have an OQ competent superintendent and field supervisors, capable of reading and thoroughly understanding the drawings and specifications, as his agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of work sublet.

The Contractor shall be solely and wholly responsible for delivering the completed work in a good, safe and workmanlike condition and for the good condition of the work and materials until final acceptance and his formal release from his obligations. He shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.

The Contractor shall indemnify and hold harmless (to a limit of \$10,000,000) the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses is:

- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and,
- (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other employee benefit acts.

The Contractor shall be held responsible for any violation of laws or ordinances affecting in any way the conduct of all persons engaged, or the materials or methods used by him, on the work.

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such portable chemical toilets accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State Department of Health & Rehabilitative Services or the County Health Department. He shall commit no public nuisance. Sanitary facilities shall be at least 500-feet from the nearest water well or waterway. Portable toilets shall have incorporated therein holding containers which shall be tightly closed and all waste shall be pumped out and transported away from the site of the work weekly and disposed of properly. The portable toilet facilities shall be sanitized weekly and not become a nuisance

Any instructions, directions, or orders from the Owner shall be given to the Contractor through his authorized representative. The Owner, except in the absence of the representative, has no authority to give directions, orders or instructions directly to the Contractor.

16. **SERVING NOTICE.**

Any notice to be given the Contractor under this contract shall be deemed to be served if the same be delivered to the person in charge of any office used by the Contractor or his superintendent or agent at or near the work, or deposited in a post office, postpaid, addressed to the Contractor at his place of business as set forth in this contract.

17. **OBSERVATION OF THE WORK.**

The Owner or his authorized representative-CGS inspector shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford him all necessary facilities and assistance for so doing. The contractor shall furnish to CGS a daily work schedule and list of all completed jobs. The notification shall be sent before the start of the work day and a distribution list shall be provided with necessary updates. After written

authorization to proceed with the work and the Engineer has been engaged to act as the Owners representative, the Engineer shall:

- A. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work, he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the work; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional he will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractors and may disapprove work as failing to conform to the Contract Documents.
- B. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees which are required by the Contract Documents. Review of shop drawings by Engineer shall not relieve Contractor from his responsibility to perform his work in accordance with the plans and specifications.
- C. Consult with and advise the Owner, act as the Owner's representative at the project site, issue all instructions of the Owner to the Contractor and prepare routine Change Orders as required.
- D. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractors in such amounts; such approvals of payment to constitute a representation to the Owner, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.
- E. Conduct, in company with the Owner, a final site visit of the project for general conformance with the design concept of the project and general compliance with the information given by the Contract Documents, and recommend in writing final payment to the Contractor.

18. EXAMINATION OF THE WORK.

The authority and duties of the resident project representatives when provided and authorized as employees of the Engineer and when the employment thereof is authorized and paid by the Owner, are limited to examining the material furnished, observing the work done and reporting their findings to the Engineer. The Engineer does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Engineer shall never be responsible or liable to either the Owner or the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Engineer or by any project representative or other representative of the Owner engaged in on site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his responsibility therefore to the Owner, or subject the Engineer to any liability to the Owner, the Contractor, or any other party for any such defect or deficiency.

Project representatives shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Engineer, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

The Engineer, his representatives, employees, or any resident project representative in the employment of the Engineer will not have authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or his employees in the fulfillment of the Contractor's obligation. The Owner's instructions, orders, directions and/or orders to the Contractor shall be given only through the Engineer, or his employees. The Engineer may only advise the Contractor when it appears to the Engineer that the work and/or materials do not conform to the requirements of the Contract Documents, including the Drawings and Specifications.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness therefore. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the Engineer, it must, if requested by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

19. **PROTECTION OF WORK AND PROPERTY.**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as maybe directly due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

From the start of the work until the completion and acceptance of the work, the Contractor shall be solely responsible for the work covered by this contract and for the materials delivered at the site intended to be used in the work and all injury or damage done to the same from whatever cause as well as any damage done by him, his agents, employees and for subcontractors in the performance of the work, shall be made good by him at his own expense before the final payment is made. The Contractor shall be responsible for the preservation of all trees along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authorization from the Owner. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree healing compound. The Contractor will be liable for all damages or at the option of the Owner may be required to replace or restore at his own expense, all vegetation not protected and preserved that may be destroyed or damaged.

The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress, as well as for completed work.

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during the construction of the work. The manner providing for these occurrences shall meet with the approval of the Owner, and the entire cost of

said work shall be considered as having been included in the unit prices submitted for the several items of the work to be done under this contract.

20. **USE OF COMPLETED PORTIONS.**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Owner may determine.

21. **CHANGES IN THE WORK.**

If for any reason it be deemed necessary in the opinion of the Owner to make any variations in the scope or nature of the work, which variations increase or decrease the quantities of the work specified, or change the location to an extent not unreasonably affecting the conditions of the work, and further interpreted by the Owner as involving no classes of work other than those called for by this contract, the Contractor shall, upon written order from the Owner to that effect, make such variations. If such variations diminish the quantity of the work to be done, no claim for damages or for anticipated profits on the work that may be dispensed with shall there by accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor. If such variations increase the amount of the work, the value of such increase shall be determined and fixed by the Owner in accordance with the quantity of such work actually done, and at the unit prices stipulated in the contract.

All major changes will be issued in a standard form which will contain a description of the work involved in the change, a reference to the proper construction drawings or revised drawings and will not be effective until signed by the Owner and Contractor.

Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the contract or the agreement for the work.

Should, in the opinion of the Owner, any contemplated change in the quantities of the work, or alterations thereof, materially affect the character of the work, or any part thereof, or materially affect the compensation for the same, then the work shall be classed as extra work.

22. **EXTRA WORK / INCREASED COMPENSATION.**

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as ordered, shall be determined as follows:

- (a) By unit prices named in contract and subsequently agreed upon.
- (b) By a lump sum mutually agreed upon by the Owner and the Contractor; or
- (c) If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Worker's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation for all items of profit, administration, overhead, superintendence, insurance other than Worker's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

23. **DEFECTIVE WORK OR MATERIALS.**

If at any time any materials or workmanship should be discovered which do not comply with the

plans, specifications and contract drawings, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified to do so by the Owner, and such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Owner as unsuitable, potentially unsafe or improperly done shall be removed and repaired or otherwise remedied by replacement, as the Owner may require. Any defective work regulated by an established OQ covered task shall require the individual, responsible for such failure, to be OQ recertified prior to performing such covered task.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Owner to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as they may deem expedient, and they may and are empowered, to charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the Owner out of such monies as are or may become due under this agreement, or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary monies they shall be provided by his Surety.

EXHIBIT C - TECHNICAL SPECIFICATIONS
RFP #11-16

B. GENERAL CONDITIONS

T.1 MATERIALS SUPPLIED BY THE OWNER

Clearwater Gas System shall supply the following materials: piping (carrier and casing); valves and valve boxes; concrete valve rings; fittings; tracer wire; marker tape; marker poles; and splice kits. The contractor shall supply the labor necessary for loading the materials supplied by CGS. The contractor shall provide all other materials necessary to complete the work. The contractor shall be responsible for all materials disbursed including accurately inventory of such materials. Contractor shall provide a trailer capable of transporting 40' or longer lengths of polyethylene pipe without damaging pipe.

T.2 PERMITS

The Contractor shall perform all work in strict accordance with the requirements of the following permits which will be obtained by the Owner: Pinellas County Use Permit, Various City Use Permits, Florida Department of Transportation Utility Permit, CSX railroad, Army Corps of Engineers permit and the Florida Department of Environmental Protection Dredge and Fill Exemption. The contractor is responsible for obtaining any necessary permits with gas meter relocations and shall be listed as the contractor of record for underground gas house piping installations.

T.3 JOINING OF PLASTIC PIPE

The Contractor shall get prior approval from Clearwater Gas System to use electric fusion couplings. If electric fusion couplings are used for non-contractor convenience, they shall be supplied at an additional cost to the Contractor.

The Contractor shall provide either an Central, Innogaz or Friatec universal electro fusion control box, capable of storing a minimum of 100 fusion records, pipe alignment clamp, tapping tee alignment clamp, tapping wrench, pipe scraper, and all other tooling specified by the Electro Fusion machine manufacturer in their respective installation procedures.

Contractor shall provide the necessary electric power supply to meet the power requirements as specified by the manufacturer of the fusion equipment. Pipe support stands shall be utilized to support pipe during fusion joining, directional boring pull in, and while lowering of the pipe into the trench. Pipe support stands shall not be spaced greater than 15' apart for directional boring pull in. Pipe shall be supported with stands at all time it is placed on pavement to avoid scratching the pipe surface.

The Contractor shall provide a pyrometer capable of testing the temperature of the heating iron, while at fusion temperature, to an accuracy of 0.5% ($\pm 3^{\circ}\text{F}$). The fusion temperature of the heating iron shall be verified each morning in the presence of the CGS Inspector. More frequent testing may be required at the discretion of CGS Inspector. Both sides of the heater plates shall be checked for temperature accuracy

Note: All fusion and related equipment must be in good working order and properly maintained during project installation. The CGS will inspect the preceding items and reject those not in compliance. The CGS shall have the right to reject any or all equipment judged inadequate to properly fuse Polyethylene Pipe and its Fittings.

B. GENERAL REQUIREMENTS

T.4 TRAFFIC CONTROL

The Contractor shall provide and maintain traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications", as amended herein.

The local streets shall be kept open to two-way traffic for the duration of the construction period, except that one lane of traffic will be permitted provided that flagmen are used. The Contractor will not be permitted to isolate access to residences or places of business. Traffic on County roads and State highways shall be controlled in accordance with the current standards of the appropriate agency. The contractor shall only utilize Florida certified Maintenance of Traffic (MOT) personnel when installing and maintaining approved work zone maintenance of traffic devices. No roadway shall be closed without proper advanced notification to Clearwater Gas System and the authority having jurisdiction, such as local police and fire.

The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work force personnel and the safety of the traveling public for the duration of the construction period.

T.5 PROGRESS PHOTOGRAPHS

The Contractor shall furnish digital photographs, as directed by the Owner, showing the job, before, during and upon completion of the construction.

T.6 STANDARDS

Wherever in these Contract documents reference is made to any of the following, or other, specifications, codes, standards, and requirements, by abbreviation or name, it shall be understood that the specifications, codes, standards, and requirements in effect on the date of advertisement for bids shall govern.

ASTM	American Society for Testing Materials
ASME	American Society for Mechanical Engineers
ASA	American Standards Association
AWWA	American Water Works Association
NEMA	National Electric and Manufacturers Association
AIEE	American Institute of Electrical Engineers
AASHTO	American Association of State Highway and Transportation Officials
NBFU	National Board Fire Underwriters
NEC	National Electric Code
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute Steel Construction
AWPA	American Wood Preservers Association
Fed. Spec.	Federal Specifications U.S. Government
SBC	Southern Building Code

FDOT	Florida Department of Transportation
NFPA 54	National Fuel Gas Code
IFGC	International Fuel Gas Code
FBC-FG	Florida Building Code Fuel Gas

"Standard Specifications" - FDOT Standard Specifications for Road and Bridge Construction, latest edition, including all supplemental specifications, indices and other directives in effect.

T.7 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall comply with OSHA 1926 Subpart P Excavation, the State of Florida Trench Safety Act and the City Of Clearwater Trench Safety Regulations.

T.8 USE OF CHEMICALS

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

T.9 REPAIR OF DAMAGED SEWER LINES

The Contractor shall schedule his work so as to either minimize or completely eliminate any by-pass of raw sewage during construction. All damaged sewer lines shall be repaired immediately and upon notification.

T.10 TESTS

Tests of material, where required by the specifications, shall be paid for by the Contractor. The selection of bureaus, laboratories, and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the materials have passed the required inspections and tests must be furnished to the Owner.

Steel Pipe Inspection Radiography Using X-Ray and Gamma γ Ray on Welds - Radiography is one of the most useful of the non-destructive tests which can be applied for assessing the quality of the welded joints. Radiograph has been used for the inspection of welds of all types and thicknesses ranging from minute welds in electronic components to welds up to half meter thick employed in heavy fabrications. All potential welder operating on CGS facilities shall be weld tested by both destructively and non- destructively methods of evaluation. Welding certification is limited to 6 months before requalification is required.

Radiography can detect flaws or discontinuities in welds such as:

- (i) Cracks.
- (ii) Porosity and blow holes.
- (iii) Slag, flux or oxide inclusions.
- (iv) Lack of fusion between the weld metal and the parent metal
- (v) Incomplete penetration

T.11 WATER AND ELECTRIC POWER

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor and the cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items of work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main through appropriate metering.

The Contractor shall make his own arrangements for electric light and power, as may be required for his work. Electric light and power and water shall not be utilized from any location without written consent of the property owner.

T.12 DETOURS

The Contractor must so schedule his work that in no case are two adjoining parallel streets closed for utility construction at any one time. If, in the opinion of the Owner, a traffic hazard or an unreasonable long detour is caused by the Contractor's plan of work, he shall immediately revise his working schedule and reopen whatever streets are required for maintenance of traffic. The Contractor will, in no case, be permitted to start work in any new location without permission of the Owner. If the Contractor shall disregard the instructions of the Owner concerning traffic control, it will be considered sufficient cause to invoke that section of the specifications entitled "The Owner's Right to Terminate Contract." The Contractor will be responsible for placing and maintaining "Detour" signs when required, or when directed by the Owner. The local fire department and 911 dispatch center shall be notified of any street closures in advance of such closure.

T.13 EXISTING UTILITIES

The Contractor will be required, at his own expense, to do everything necessary to locate, protect, support, sustain and avoid conflicts with existing water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under contract; per OSHA 1026.651.

T.14 SANITARY MEASURES

Sanitary, portable chemical toilets, conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner and in such places as shall be approved by the Owner. All persons connected with this work shall be obliged to use them, and any employees found violating these provisions shall be discharged and not again employed without written consent. All necessary precautions, including the care of employees, and prevention of any pollution of the existing water supply shall at all times be satisfactory to the governing authorities. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

T.15 CLEANING UP

As the work progresses, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work. On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures built by him, shall remove all construction plant used by him and shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery or structures which were removed or injured by the Contractor's operations or by employees of the Contractor; shall thoroughly clean out all sewers, drains, pipes, manholes and miscellaneous structures and shall remove all rubbish and leave ground, thoroughfares, and right of ways in a neat and satisfactory condition.

T.16 FAILURE TO CLEAN UP

Upon failure of the Contractor to keep the sites of his operations clean, to the satisfaction of the Owner may upon twenty-four (24) hours' notice to the Contractor, remove any rubbish, materials, earth, etc., which the Owner may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any money that may be due him.

T.17 RESTORATION OF SURFACE

The Contractor shall replace all surface material, and shall restore paving with hot asphalt (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition equal to that before the work began, furnishing all labor and materials incidental thereto. In restoring paved surfaces, new pavement is required except that granite paving blocks, sound brick, or asphalt paving blocks may be reused. Restoration work should be expedited.

T.18 PROJECT RECORD DRAWINGS (AS- BUILTS)

The Contractor shall maintain continuous "record" data for the project, including accurate records of location, length, pressure test charts, elevation of all pipe lines and piping installed and all architectural, mechanical, or structural features of the Contract and will provide specific information to Clearwater Gas System as required. A set of drawings will be provided to the Contractor to be kept at the job site for this purpose. After completion of any portion of the job site, the Contractor shall deliver to CGS a professional drawing of completed work, with accurate notations recorded thereon as necessary to revise the drawings for record purposes. Information to be shown for Gas mains and service lines shall include the location of valves, tees, and offsets dimensions to the nearest permanent objector monument two road centerline measurements. Information to be shown on a submitted as built or service line installation card shall include the distance to the nearest cross street center line, length of service line, measurement from building corner, a north arrow and building number served. The Contractor will be held responsible for the accuracy of such data and shall bear any monetary costs incurred in finding gas utilities as a result of incorrect data furnished by the Contractor. The contractor shall provide all rod sheets associated with directional boring.

C. TRENCHING, BACKFILLING AND COMPACTING FOR UTILITY SYSTEMS

PART 1 - GENERAL

T.19 WORK INCLUDED

- A. The work included under this Section consists of clearing, excavating, grading and backfilling as required for the construction of the utility systems consisting of piping and appurtenances as shown on the Drawings and specified herein.

PART 2 - PRODUCTS

T.20 BEDDING MATERIAL

- A. Bedding material for use below the water table or in wet trenches shall be pea rock, drain field lime rock or similar material as approved by the Owner's Representative. Pipe bedding material for use in dry trenches shall be lime rock screenings, sand or other fine inorganic material as approved by the Owner's Representative.

T.21 ADDITIONAL BACKFILL MATERIAL

- A. Additional backfill material shall be a noncohesive, nonplastic granular mixture of local sand and rock and shall be free from vegetation, organic material, marl, silt or muck. No stones or rocks shall be larger than 6-inches in diameter, and when placed within 1-foot of piping and appurtenances stones or rocks shall be no larger than 2-inches in diameter (1-inch for PVC).

T.22 ROCK SHIELDING

- A. Rock Shield is a flexible padding designed for the protection of the corrosion coating on pipelines when rocky backfill is encountered. Rock shield shall be placed in all areas where gas mains placement encounter rock type soil conditions that can damage and further impair epoxy coatings or plastic pipelines

PART 3 - EXECUTION

T.23 CLEARING

- A. The Contractor shall perform all clearing necessary for the proper installation of all piping and appurtenances in the locations shown on the Drawings. Plantings, shrubbery, trees, utility poles or structures subject to damage resulting from the excavation shall be transplanted, relocated, braced, shored, or otherwise protected, preserved, replaced and restored unless otherwise directed by the Owner's Representative.

T.24 EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Drawings, or as directed. The contractor shall employ an OSHA 1926 subpart P competent person at each excavation site to promote safe excavation practices. All excavations shall be made by open cut. All existing

utilities such as pipes, poles and structures shall be carefully supported and protected from injury, and in case of damage, they shall be restored at no cost to the utility Owner's Representative.

- B. Trench walls shall be kept to protect the safety of workmen, the general public, this or other work or structures, or to maintain trench widths within the limits hereinafter specified, shall be properly sheeted and braced in accordance with the Florida Trench Safety Act and Occupational Safety & Health Administration (OSHA) safety standards 29 C.F.R.S.1926.650 Subpart P. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level 2-feet above the top of the installed pipe and that portion below that level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the sheeting shall be cause for rejection of the affected portion of the work. Not more than 100-feet of trench shall be opened ahead of pipe laying operations at one time unless the Owner's Representative approves a greater length of open trench.
- C. In areas where trench widths are not limited by right-of-way, and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a stable angle of repose of the excavated material. A substantially and safely constructed movable trench box shield, "box" or "mole" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.
- D. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.
- E. Pipe trenches for utility lines shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation or sheeting, if used, of 8-inches to 12-inches. Where the pipe size exceeds 12-inches, the clearance shall be from 12-inches to 18-inches. All pipe trenches shall be excavated to a level 8-inches below the outside bottom of the proposed pipe barrel.
- F. Excavation for appurtenances shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12-inches. Manhole excavations shall be carried to sufficient depth to permit their construction on the undisturbed bottom of the excavation.
- G. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to convenient places of storage.
- H. All materials suitable for use as backfill shall be hauled to and used in areas where not enough suitable material is available from the excavation.
- I. Suitable material in excess of backfill requirements and all unsuitable or contaminated material shall become the property of the Contractor and shall be removed from the work and disposed of by the Contractor at his expense.
- J. Excess suitable material shall remain the property of the Owner and shall be disposed of within the limits of the project as directed by the Owner's Representative. The disposal area shall be finish graded upon completion of the work.
- K. Any unsafe excavation condition observed by the CGS inspector shall result in the immediate stoppage of the work operation, until the unsafe condition is mitigated

T.25 REMOVAL OF WATER

- A. It is a basic requirement of these specifications that excavations shall be free from water before pipe or structures are installed. However, it is realized that in certain sections of the work this cannot be accomplished economically and the Contractor may elect to use the Alternate Method of Construction, when approved by CGS.
- B. The Contractor shall provide all necessary pumps, underdrains, well-point systems, and other means for removing water from trenches and other parts of the work. The Contractor shall continue dewatering operations until the backfill has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench and so that it is above the natural water table.
- C. Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, or cause any interference with the use of the same by the public. CGS is not responsible for, or the disposal of, or any associated costs relating to the disposal of any contaminated ground water. The Contractor shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the Owner's Representative for approval and shall receive approval before starting the excavation.

T.26 PIPE BEDDING

- A. As described above, all pipe trenches shall be excavated to a level 8-inches below the outside bottom of the proposed pipe barrel. The resulting excavation shall be backfilled with approved pipe bedding materials that are free of rock, sharp objects and debris, up to the level of the lower one-third of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
- B. Any excavation below the levels required for installation of the pipe bedding, except for "Additional Excavation", as hereinafter specified, shall be backfilled with approved bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at no additional cost to the Owner's Representative.

T.27 TRENCH STABILIZATION

- A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms, which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the Owner.

T.28 BACKFILL

- A. Backfilling of utility trenches will not be allowed until the work has been approved by the Owner's Representative, pressure tested if required, and the Owner's Representative indicates that backfilling may proceed. Any work which is covered or concealed without the knowledge and consent of the Owner's Representative shall be uncovered or exposed for inspection at no cost to the Owner's Representative. Partial backfill may be made to restrain the pipe during pressure testing. Sight tubes will be installed on underground house piping installations as appropriate intervals for inspection.

- B. Backfill material shall be non-cohesive, non-plastic material free of all debris, organic material, lumps, clods and broken paving. Backfill material placed within 1-foot of piping and appurtenances shall not contain any stones or rocks
- C. If a sufficient quantity of suitable backfill material is not available from the trench or other excavations within the site of the work, the Owner's Representative will order the Contractor to provide additional material suitable for this purpose. The additional material shall be installed as specified herein.
- D. Selected backfill material containing no stone or rocks shall be placed in 6-inch layers and thoroughly tamped to a depth of 12-inches over the top of the pipe. Particular attention and care shall be exercised in obtaining thorough support for the branch of all service connection fittings. Care shall be taken to preserve the alignment and gradient of the installed pipe.
- E. After the backfill has been placed to a level 12-inches over the gas line pipe, the remainder of the backfill shall be placed in layers, not to exceed 9-inches, and compacted with mechanical vibrators or other suitable equipment to obtain a density of the backfilled material of not less than 95 percent of its maximum density as hereinafter defined, unless otherwise specified on the plans.
- F. After selected backfill has been placed to a depth of 12-inches over the gas line pipe, backfilling shall proceed to a depth of 30-inches over the pipe by placing the backfill material in 6-inch layers and thoroughly compacting it with mechanical vibrators. Backfill in this portion of the work shall be compacted to 100 percent of maximum density of the material as hereinafter defined, unless otherwise specified on the plans.
- G. After the backfill has been placed to a level 30-inches over the gas line pipe, the remainder of the backfill shall be placed in layers, not to exceed 9-inches, and compacted with mechanical vibrators or other suitable equipment to obtain a density of the backfilled material of not less than 95 percent of its maximum density as hereinafter defined, unless otherwise specified on the plans.
- H. Within paved areas of trench excavation, the base and surfacing shall be reconstructed as specified under Section 02574 Pavement Removal and Replacement.
- I. No more than 800-feet of trench with pipe in place shall be partially backfilled at any time.
- J. Shut Down of Work: When work has shut down for each day, all lines shall be capped, sealed, and pressured to 90 pounds with air. When a Project is not immediately tied-in, plug and seal all openings in the pipe and maintain a minimum of 90 pounds of air pressure. If a pipeline is to be abandoned in place, then disconnect the gas supply source, purge all of the gas utilizing nitrogen for all gas lines exceeding 1,000 linear feet or 4" pipe size and larger; any length, from the abandoned system, and seal all of the ends.

T.29 COMPACTION AND DENSITIES

- A. Methods of control and testing of backfill construction to be employed in this work are:
 1. Maximum density of the material in trenches shall be determined by AASHTO Designation T-180, unless otherwise noted.
 2. Field density of the backfill material in place shall be determined by AASHTO Designation T-238.
- B. Laboratory and field density tests, which, in the opinion of the Owner's Representative, are necessary to establish compliance with the compaction requirements of these specifications, will be conducted at the Contractor's expense. Tests will be made at depths and locations selected by the Owner's Representative.

- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the Owner. The Costs for retesting such work shall be paid for the Contractor.

T.30 ADDITIONAL EXCAVATION AND BACKFILL

- A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the Owner's Representative, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be wholly or partially removed as directed by the Owner's Representative and wasted. Sheeting shall be installed if necessary to maintain pipe trenches within the specified limits. The resulting excavation shall be backfilled with suitable backfill material, placed in 6-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Construction shall then proceed in accordance with the provisions of Article 3.04 Pipe Bedding.
- B. Additional excavation shall be performed only when ordered by the Owner's Representative. Where organic or other unsuitable material is encountered in the excavation, the Contractor shall bring the condition to the attention of the Owner's Representative and obtain his determination as to whether or not the material will require removal, prior to preparing the pipe bedding.
- C. Additional backfill material, if required, shall be furnished in accordance with the provisions therefore in Article 3.08 Backfill.

T.31 ALTERNATE METHOD OF CONSTRUCTION

- A. General:
 - 1. A combination of conditions in the substrata, water table, or method of disposal may be encountered during the course of the work, which make dewatering impossible, or only possible through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor, with the concurrence of the Owner's Representative, may elect to employ the following alternate method of construction. The concurrence of the Owner's Representative shall be obtained in writing and shall limit the use of the alternate method of construction to such specific portions of the work as the Owner's Representatives shall determine.
 - 2. The construction specifications contained in the preceding parts of this section shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as relieving the Contractor of his basic responsibility for satisfactory completion of the work. No additional payment will be made to the Contractor for excavation, backfill, sheeting or any costs incurred for work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The unit and lump sum prices established in the Proposal shall be full payment for the various items of work.
 - 3. Subject to all of the requirements stated hereinabove, including written approval of the Owner, construction will be permitted in accordance with the following specifications. All requirements of Article 3.01 through Article 3.09, inclusive, of these specifications shall apply to this construction unless otherwise specifically modified herein.

T.32 RESTORATION OF EXISTING SURFACES

- A. Paved and grassed areas disturbed by the operations required under this Section shall be restored as indicated on the Drawings and/or specified herein. All materials required for temporary and permanent street repairs shall include base materials.

PART 4 - MEASUREMENT AND PAYMENT

T.33 MEASUREMENT

- A. The quantity of Trenching, Backfilling and Compacting for Utility Systems for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Trenching, Backfilling and Compacting for Utility Systems is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.34 PAYMENT

- A. Payment for Trenching, Backfilling and Compacting for Utility Systems shall be made at the prices stated in the Bid Schedule. If a payment item for Trenching, Backfilling and Compacting for Utility Systems is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

D. PAVEMENT REMOVAL AND REPLACEMENT

PART 1 - GENERAL

T.35 WORK INCLUDED

- A. Work includes all labor and materials under this Section for cutting, removing, protecting and replacing existing pavements of the various types encountered including roadways, driveways and sidewalks.
- B. Permits: The Contractor shall obtain the necessary permits prior to any roadway work. Additionally, the Contractor shall provide advance notice to the appropriate authority, as required, prior to construction operations.
- C. Protection of Existing Improvements: The Contractor shall be responsible for the protection of all types of pavements, sidewalks and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

PART 2 - PRODUCTS

T.36 MATERIALS

- A. Materials, including lime rock, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by current FDOT Specifications.
1. Lime rock shall be Miami or Ocala Lime rock.
 2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
 3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
 4. Hot Asphaltic concrete shall be Type S-I or S-III.
 5. Concrete material shall be Class I or II, and/or as otherwise required to meet FDOT specifications.
 6. Welded wire fabric, joint reinforcing welded wire fabric shall conform to ASTM-A185 and ASTM-A615.

PART 3 - EXECUTION

T.37 PREPARATION

- A. Pedestrian or school crossings: Where the work crosses or interferes with school or pedestrian crossings, extreme care shall be taken by the Contractor to insure the safety of school children or other pedestrians. Contractor shall also make necessary accommodations to provide a safe path for handicap individuals traveling through the work zone, compliant to ADA.

T.38 PERFORMANCE

- A. Removals:
1. Pavement Removal:
 - a. Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
 - b. Immediately following the specified backfilling and compaction, a temporary sand seal coat surface shall be applied to the cut areas. This temporary surfacing shall provide a smooth traffic surface with the existing roadway and shall be maintained until final restoration. Said surfacing shall remain for 10 days in order to assure the stability of the backfill under normal traffic conditions. Following this period and prior to 15 days after application, the temporary surfacing shall be removed and final roadway surface restoration accomplished.
 - c. In advance of final restoration, the temporary surfacing shall be removed and the existing pavement mechanically sawed straight and clean to the stipulated dimensions. Following the above operation, the Contractor shall proceed immediately with final pavement restoration in accordance with these requirements.

2. Sidewalk, Drive, & Curb Removal: Concrete sidewalks, curbs, combination curb and gutter, walks, drive ribbons, or driveways shall be removed by initially sawing the structure, with a suitable power saw, as specified above for pavement. When a formed joint in the concrete is within 3-feet of the proposed saw cut and parallels the proposed saw cut, the removal line shall be extended to the formed joint. After sawing, the material shall be removed.
- B. Restorations:
1. General: Cut and removed driveway or roadway pavement in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as may be shown on the Drawings. The Drawings indicate minimum requirements. Backfill shall comply with the other sections of these Specifications or FDOT Standards, whichever are more stringent.
 2. Pavement Restoration - Asphalt:
 - a. Lime rock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO Designation T 180 field density of lime rock base in place shall be determined by AASHTO Designation T 238.
 - b. Construction methods and equipment shall generally meet the requirements therefore as established in the FDOT Specifications.
 - c. After the application of the prime coat on the base, the prime coat shall be allowed to cure without sanding for a period of 24-hours. The Contractor shall take all necessary precautions to protect the primed surface against damage during this interval. If, at the end of 24-hours, it is not proposed to proceed at once with the application of the surface course, primed surface shall be given a light application of clean sand and opened to traffic.
 - d. Joints with existing surface and base shall be sawed cut straight and neat. If necessary to obtain a straight net joint, the contractor shall cut out sufficient existing material and replace it with new material.
 - e. The upper surface of the completed base course shall be compacted to an elevation to permit the full depth of the surface course to be constructed without deviating from the grade of the pavement surface. The completed surface shall match the line and grade of the existing surface. When pavement is removed to the edge of the roadway, the replaced base course shall extend not less than 6-inches beyond the edge of the surfacing.
 - f. After the base course construction in the trench area has been completed and primed, the surface shall be tack coated and the thickness of Type S-I hot asphaltic concrete shall be constructed in accordance with the plans or requirements specified above for pavement restoration.
 - g. Cold patch bagged asphalt is not considered a permanent repair and shall only remain for a period of not exceeding 15 days, whereupon it shall be replaced with FDOT approved "Hot" asphalt.
 3. Driveway Restoration - Asphalt: Driveway pavement with lime rock base cut and removed in connection with trench excavation shall be replaced or restored as specified above for street or roadway pavement, except the new lime rock base course shall be equivalent the existing base course in thickness, except that in no case shall new driveway base course be less than 6-inches in thickness. Muck or unsuitable material found under existing driveway construction will not be removed and replaced.

4. Concrete, Sidewalk, Walkway, Driveway Ribbon and Curb Restoration:
 - a. Concrete sidewalks, walkways, driveways, driveway ribbons and curbs required to be removed for the installation of facilities under this Contract shall be restored. Class I concrete shall be used in all cases.
 - b. Replaced portions of these items shall conform to the lines, grades and cross sections of the removed portions. Concrete sidewalks and walkways shall be of 4-inch minimum thickness; concrete driveways and driveway ribbons shall be 6-inch minimum thickness. Replaced concrete curb and/or gutter shall join neatly to the remaining section.
5. Pavement Restoration - Concrete: Rigid pavement shall be replaced in kind with Class I concrete, using high early strength cement. The subgrade course for rigid pavement shall be replaced with stabilized subgrade or cleanfill material and compacted to a thickness to match the existing base.
 - a. The Contractor shall saw cut and remove the existing concrete to the nearest joint as directed in the field by the Owner's Representative. Provision for expansion joints (minimum ½" preformed joint filler) and saw cut joints shall be a part of the restoration work for the driveway and roadway.
6. Asphaltic Concrete Surface Course Overlay:
 - a. The work under this section includes asphaltic concrete surface course overlay paving as and where directed by the Owner or his authorized representative. Where this paving is directed it shall take the place of asphaltic concrete pavement restoration as specified herein above. This surface course overlay shall extend over the reconstructed base course and the existing pavement to the limits directed by the Owner or his authorized representative, which generally shall be full width of the roadway.
 - b. After the base course construction in the trench area has been completed and primed, the surface shall be tack coated and the thickness of Type S-III asphaltic concrete shall be constructed in accordance with the plans or requirements specified above for pavement restoration.
7. Nonsurfaced streets, alleys and driveways shall be restored with 6-inches of compacted lime rock base material placed in the top of the trench.

PART 4 - MEASUREMENT AND PAYMENT

T.39 MEASUREMENT

- A. The quantity of Pavement Removal and Replacement for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Pavement Removal and Replacement is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.40 PAYMENT

- A. Payment for Pavement Removal and Replacement shall be made at the prices stated in the Bid Schedule. If a payment item for Pavement Removal and Replacement is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

E. NATURAL GAS PIPELINE INSTALLATIONS

PART 1 - GENERAL

T.41 WORK INCLUDED

- A. The work specified under this Section consists of all labor, services, equipment, materials, labor, testing, associated paperwork and purging required to complete the construction of the gas mains and services; including meter sets and connection to the consumer's piping system with integrity testing performed of the customer' system and reinitiating of gas service; consisting of, but not limited to, piping, appurtenances and other accessories as shown on the Drawings and or specifications.

PART 2 - PRODUCTS

T.42 MATERIALS

- A. Clearwater Gas System will furnish all gas related material in connection with the installation of gas mains and service lines. Materials will be available for pick-up by the Contractor at 400 North Myrtle Avenue, Clearwater, Florida, 33755. Warehouse hours are 7:00 AM until 9:30 AM and 2:30 PM until 3:30 PM. The contractor may pick up materials during these hours only. The contractor shall supply the labor and equipment necessary for loading the materials supplied by the City of Clearwater. The CGS will not provide any items, unless specifically stated in the contract. The contractor is responsible for all materials obtained and must adhere to the requirements of contractor vehicle and warehouse audits. Contractor will be responsible for all shortages and monetary reimbursement is required.

PART 3 - EXECUTION

T.43 LOADING, STORING AND STRINGING

- A. When loading or unloading lengths of plastic pipe, a nylon sling will be used so as not to damage the pipe itself. When unloading lengths of plastic pipe, it shall be done by hand in such a manner as not to damage the pipe itself, nor to endanger the safety of the main.
- B. When storing, plastic material and fittings shall be placed on skids and covered with a sheet of polyethylene or like material to protect it from sunlight.
- C. When stringing pipe on the job site, the area will be cleared of all sharp objects, and pipe will be placed in the ground in the same manner as unloading, so as not to damage the pipe itself. While stringing lengths of pipe, a nylon sling shall be used in such a manner so as not to damage the pipe itself. Pipe shall not be dragged along the ground surfaces.

T.44 INSTALLATION

- A. Installation shall include excavation whether by trenching machine, backhoe, directional drilling, by hand or other methods which may be necessary to prepare a trench in which the pipe will be laid. The word "ditching" is used here and shall mean the maintenance of ditch, including temporary damming, pumping, bailing and draining and dewatering, wherever required, and the furnishing and placing of any temporary shoring used to maintain the ditch. When the gas line parallels other lines, not less than one foot clearance will be permitted from other lines, but the required clearance from parallel lines shall be obtained from moving the ditch lines laterally rather than through reduction of normal minimum cover of the gas line. The foregoing clearances shall be minimum clearances allowable unless owners of the interfering lines require greater clearances from gas lines. Then their requirements shall be met if at all possible.
1. Trench shall be free of debris, sharp rocks, etc., before adding the sand bed for the new gas main. Sand bed shall have a minimum thickness of 4" below and 12" above the gas main.
 2. Before each section of pipe is installed in the line, internal surface shall be suitably clean.
 3. The pipeline shall be pigged and safely purged prior to final acceptance.
 4. The open ends of all sections of joined and/or installed pipe (not in service) shall be closed at night to prevent animals or foreign material from entering the pipe line or pipe section. Extreme care must be exercised when moving plastic pipe, support stands and rollers shall be used when fusing and lowering pipe into the trench or bore hole. **POLYETHYLENE PIPE SHALL NOT BE DRAGGED ON THE GROUND OR ON PAVED SURFACES.** Support/Stand must be used at all time that pipe is placed on paved surfaces.
 5. Waterproof nightcaps of approved design may be used but they will be so constructed that they will prevent the entrance of any type of natural precipitation into the pipe and will be fastened to the pipe in such a manner that the wind cannot blow them loose.
 6. The practice of stuffing cloth or paper in the open ends of the pipe will not be tolerated.
 7. Where possible, the pipe will be raised and supported at a suitable distance from the open end such that the open end will be below the level of the pipe at the point of support.
 8. Plastic pipe must be installed below ground level and shall have a minimum 36-inch depth of cover unless shown otherwise. **No gas line shall be installed at a depth of less than 36 inches or greater than 48" inches below finish grade without written approval of the owner.** Unless otherwise specified a minimum of 12 inches vertically and 24 inches horizontally shall be maintained between the pipe surface and other utility lines or adjacent foreign structures. In the event that it is not possible to maintain required vertical clearance from other structures, the Contractor shall case the gas main in steel pipe or plastic sheeting topped with concrete at the discretion of the CGS's inspector.
 9. Width of ditch shall be no less than twice the pipe diameter.
 10. Plastic pipe is not to be installed in a vault or any other below-grade enclosure.
 11. Plastic pipe must be installed so as to minimize shear or tensile stresses.
 12. Pipe that has scratches, notches, cuts or any other abrasions that exceed 10% of the pipe wall thickness shall be disposed of. The Contractor shall use pipe stands, rollers, spooling devices, or other means to avoid damaging the pipe during

installation. Observe pipe during installation for scratches, gouges or other defects. If defects are present, remove and discard defective section of pipe. The CGS Inspector must be notified of all defects and subsequent repairs.

13. Thermoplastic pipe that is not encased must have a minimum wall thickness of 0.090 inches and labeled D 2513.
 14. Any fittings, valves, crosses or laterals shall be accomplished with fusion welds and the installation shall be included in the unit cost of the pipe installation.
- B. All lines shall be marked by #12 insulated copper tracer wire installed 12 inches above the pipe. Gas mains, valves and locating stations shall also be marked by adhesive identification disk affixed to the permanent curb or pavement. In addition, all mains 4-inches or larger shall be marked by 4-inch wide non-metallic marking tape installed 18 inches above the pipe. Tracer wire shall be looped-up, uncut, into every valve box including main valves and service valves. Installations where 500 feet of pipe is laid between valves, empty test station boxes shall be installed over the gas main with tracer wire looped up every 500 feet. In commercially zoned areas, plastic marker poles with tracer wire looped up and attached may be substituted for gas test station type valve boxes with the inspector's approval. All tracer wire splices shall be made by the use of a direct bury splice kit, electric and duct tape connections are prohibited. Upon completion of the project, and before final payment, the contractor will perform the continuity check of the tracer wire to ensure and demonstrate to the CGS inspector that there are no separations, and the tracer wire can be used for locating purposes. The Contractor shall be responsible for repairing any damaged, broken or otherwise separated tracer wire. All tracer wire, gas marking tape, valve boxes, valve box concrete rings, marker poles and splice kits will be supplied by Clearwater Gas System and the installation cost shall be included in the unit cost of pipe installation.
- C. Each plastic main must be installed with sufficient clearance, or must be insulated from any source of heat, so as to prevent the heat from impairing the serviceability of pipe. Locating wire is to be considered a source of heat, with the exception of directional drilling placement.
- D. Valves shall be maintained and protected from outside damage throughout the length of the project and shall be kept accessible. The Contractor shall be responsible for repairing valves, valve boxes, marker poles and test stations that are damaged by construction activities. The Contractor shall also make any adjustments to valve boxes that may be required to be flush with final grade. Valves and Valve Boxes: Install valves and valve boxes plumb. All boxes shall be installed flush with the finished grade. Support valve box with prefabricated valve box rings or other approved formed and poured concrete material. Adequate backfill shall be placed around the valve boxes and valve extension boxes to prevent any damage or settlement to the pipeline that may be transferred to the pipe through the valve box. Protective sleeves shall be installed over fusion joints and extend through the valve boxes on the polyethylene valve installations. Plastic valves shall be restrained from torque with approved restraints. Gas valves shall be marked by adhesive identification disks affixed to the permanent curb or the permanent pavement and marker poles installed if warranted for visibility. Valves shall be installed at the design marked locations. Valve restraints are required for 2" valves and larger. Valves shall be installed with the operating nut on top, facing vertically up. CGS will not accept valves that are cocked or oriented in any direction except up.
- E. Prior to joining, all individual gas main lengths shall be swabbed. All gas mains shall be double pigged prior to initiation of gas service, but after joining has been complete. The pigs used shall be suitable for different size pipes and be designed for polyethylene pipe use. Any pig that could damage the pipe, such as wire brush type pigs suitable for steel pipe shall not be acceptable for use inside plastic mains. Only use of compressed air to drive the pig through the pipe shall be permitted.

- F. Marker Poles: As the pipeline installation has progressed and before completion, the Contractor shall install marker poles and posts at the locations designated by the CGS construction standard of not to exceed 500 linear foot intervals and prominent locations such as offsets and valve locations Bury the anchor end of all 5- foot posts approximately one-foot deep to attain a uniform height of 4- feet above ground exposure as recommended by the manufacturer and to promote safety in the line of sight.
- G. All newly installed gas service lines and mains will be located by the utilization of flags, yellow paint or stakes upon completion of construction and final restoration.

T.45 QUALIFICATION OF JOINING PROCEDURES

- A. Joining procedures shall be in accordance with Section 192.283 of the US Department of Transportation, Title 49, Pipeline Safety Regulations, Part 192.
- B. Procedures for making joints in plastic pipe may be tested by the pipe and fitting manufacturers and these tests may be accepted by the operator for qualification of the procedure used by the contractor.
- C. A copy of each written procedure being used for joining plastic pipe must be available to the persons making and inspecting joints at the site where joining is accomplished.
- D. The Construction Coordinator will furnish a copy of the manufacturers recommended Heat Fusion Joining Procedures Manual at the time of certification.
- E. Butt Fusions:
 - 1. All butt fusions must only be performed by the person(s) qualified by CGS to butt fuse, as certified by testing of the applicable pipe size category. Contractor's supervisor shall be present during all pipe fusions to insure that all required procedures are adhered to and to witness the quality of each joint.
 - 2. Pipe fusion shall be conducted in accordance with the "Clearwater Gas System Polyethylene Gas Pipe Training Procedures", Ambient temperature shall be between 55° F and 90° F prior to pipe fusion; otherwise pipe shall be protected from direct sunlight and cooled down until the ambient temperature falls within the above temperature range.

T.46 QUALIFICATIONS OF PERSONNEL

- A. Any person joining polyethylene gas pipe must receive training in accordance with Section 192.285 of the US Department of Transportation, Title 49, Pipeline Safety Regulations, Part 192.
- B. No person shall make a joint in a plastic pipe unless that person has been certified through knowledge, skills and ability evaluation. The Gas Construction Inspector will conduct such evaluation initially and on an annual basis. Records shall be maintained of personnel qualified to make joints. **NON-QUALIFIED CONTRACTOR EMPLOYEES SHALL NOT BE ALLOWED TO PERFORM POLYETHYLENE JOINING.** CGS fusion certifications shall remain in effect for up to one calendar year.
- C. The Contractor's Operator Qualification Plan must explain how their employees have the ability to identify and safely react to natural gas related Abnormal Operating Conditions that may be encountered. The contractor's emergency action plan must also describe the necessary actions their employees will take to protect people and then property in the event of gas pipeline failure resulting in a hazardous, flammable atmosphere.

T.47 INSPECTION OF PLASTIC JOINTS

- A. Each joint must be inspected to ensure that it is acceptable. The person who inspects joints in plastic pipes must be qualified by appropriate training and experience in evaluating the acceptability of plastic pipe joints made under the applicable joining method. The inspector must be approved by the Operations Coordinator with concurrence of the Operations Manager.
 - 1. CGS will have OQ certified; polyethylene qualified construction inspector at the various gas construction job sites. The Inspector has the right to sample and evaluate field fusion joints, and reject any fusions not meeting CGS requirements. The Contractor shall replace all fusions not meeting CGS requirements at his own expense.
 - 2. The Contractor shall also designate a polyethylene qualified supervisor who will be present on site at all times to observe pipe fuser(s).
 - 3. The CGS's Inspector will employ non-destructive testing methods on polyethylene fusions and reject all deficient fusions. The CGS inspector can request any amount of random fusion samples, cut away from a joined pipeline for destructive testing.

T.48 JOINING PLASTIC PIPE

- A. In general, all plastic joining shall be in accordance with *American Standards Code for Pressure Piping*, as outlined.
- B. A plastic pipe joint that is joined by heat fusion may not be disturbed until it has been properly set. Plastic pipe may not be joined by a threaded joint. Miter joints are prohibited.
- C. Each heat fusion joint on plastic pipe must comply with the following:
 - 1. A heat fusion joint must be joined by a device that holds the heater element square to the ends of the piping, compresses the heated ends together, and holds the pipe in proper alignment while the plastic hardens.
 - 2. Heat may not be applied with a torch or other open flame.

T.49 TESTING

- A. Each segment of a plastic pipeline must be pressure tested. The test procedure must insure discovery of all potentially hazardous leaks in the segment being tested. The plastic pipeline installation shall be pressure tested to 90 pounds per square inch for MD PE 2406, 150 lbs per square inch for HDPE 3408, or no less than the Maximum Allowable Operating Pressure of the Distribution System. The temperature of thermoplastic material must not be more than 100 degrees Fahrenheit during the test. These tests shall be recorded on a chart-type pressure instrument, initially starting at the "0" increment mark and progressing to the testing increment, as testing medium is introduced. Test duration shall be a minimum of 24 hours and longer as required, depending on the complexity and developed length. A 24-hour test shall be placed on the entire system of mains prior to initiation of gas service. If a portion of the gas service has met the requirements of the leak test and it is possible for the other sections to be tested independently, then the CGS inspector or the designated representative of CGS may approve initiation of gas service for that portion.
- B. Each day's work shall be tied into the preceding day's work and tested overnight. A pressure-time clock gauge with a range no greater than 0 – 200 psig. and in good working order shall be furnished by the Contractor. All testing shall comply with D.O.T. Title 49, Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards." The location of the project along with the temperature at the time the test pressure is placed upon the pipe shall be recorded on the pressure chart. The pressure charts shall be given to the CGS inspector or the designated representative. In order to

facilitate daily testing, appropriate testing apparatus shall be used. Leaks shall be repaired in a manner approved by the CGS or the designated representative of CGS before additional lengths of pipe that need to be tested are added to the main.

- C. Fusion joints shall be a one-half inch molten bead of uniform appearance after completion. This bead shall be visible and examined for penetration 360 degrees around the pipe diameter.
- D. Purging Pipes and Fittings: A combustible gas indicator shall be used when purging mains, services and house piping. When purging gas from abandoned lines, the air and the gas must be discharged aboveground at a minimum height of 8' above grade, and directed away from electric power lines or structures. When purging air from new lines, installation of a 5/8 service saddle and a grounded metallic riser is required at the end or within four (4) feet from each dead end on all new installations of pipe in order to purge air from all dead ends simultaneously. Release gas into new lines at a rate that will prevent formation of a hazardous mixture of gas and air or precede natural gas with a slug of inert gas, such as nitrogen provided by the contractor at no additional cost to CGS.
- E. If service lines are installed at the same time as the mains, then service lines shall be included in the testing of the mains. If service lines are installed after gas service has been initiated, then the Contractor shall test each service line individually to stand up to an air test of 90- psig. for thirty (30) minutes. If a leak is discovered, then the Contractor shall immediately make the appropriate repairs, in a method approved by the CGS inspector or the designated representative of CGS. All existing service lines that are disconnected from the main temporarily shall be tested as if they are new lines before being placed back into service. The pressure shall not decrease during the test period. Air pressure shall be held until after soap testing. Soap test the service connection by brushing/ spraying an approved liquid leak detection solution around the tapping tee base at the main, both ends of the outlet coupling, the outlet connection of the excess flow valve, and the pipe to riser connection in the customer's yard or business location, and at the meter valve inlet and outlet. If any leaks appear, the CGS's Inspector will direct appropriate repair procedures.

T.50 INSTALLATION - SERVICES

- A. Service Lines Connected to a Polyethylene Main. All hot taps shall be made by qualified fusers using self-tapping tees Contractor shall install tapping tees at the locations marked by CGS. Bell holes shall be excavated, if installing the gas mains by boring methods, at each tapping tee installation site to provide an adequate work area for installation and inspection of tapping tees. The tapping tees shall be installed in accordance with the CGS Procedures by the person(s) qualified by CGS to install tapping tees. All tapping tee fusions must be left open to be inspected by the CGS Inspector. TAPPING TEES SHALL ONLY BE INSTALLED ON THE TOP OF MAIN.
- B. The main shall be tapped after the tapping tee fitting and final connections have cooled for the time period specified by the manufacturer and the service line has been soaped and pressure tested. The manufacturer supplied tapping wrench or fitting shall be the only tool used for turning the tapping tee cutter to avoid tapping the backside of the main or loss of the cutter into the main, Allen wrenches shall not be used.
- C. Mechanical Joints. Compression type mechanical joints to connect polyethylene pipe to steel pipe shall be designed for natural gas use and the gasket material in the coupling must be compatible with the polyethylene pipe. The coupling must be used in combination with an internal tubular rigid stiffener. The preferred method is the utilization of a transition fitting to allow a steel to steel connection using a compression dresser style coupling that can be readily restrained from pull out by a mechanical or welding a rod type clamping device. Joints shall be designed and installed to effectively sustain the longitudinal pull-out forces caused by contraction of the piping or by external loading. Compression couplings shall not

be used in above ground installations. All mechanical joint connections shall be noted on the submitted as built drawing, including the coupling manufacturer's pertinent information.

T.51 NATURAL GAS HOUSE (PIPING) PLUMBING

- A. It is a mandatory requirement of the Natural Gas House (Piping) Plumbing Section that the contractor possesses either a Master Plumbers certified or registered with the State of Florida and locally or a Gas Contractor license registered locally with either PCCLB or Pasco County Building Department, depending where jurisdictionally the work will be performed.
- B. The work to be performed shall consist of furnishing all necessary labor, tools, equipment, materials, pipe & fittings, supplies, manufactured articles, power, and essential customer communication, labor, and other operations necessary for the modification of existing natural gas house plumbing to accommodate relocation of gas meters including: obtaining required permits if applicable; installation of new house gas pipes by threading pipe, measuring/ fitting and assembling pipe and fittings, new shut off valves, gas meters and regulators and connecting customer piping from a new location and, existing gas piping system code compliant review and subsequent pressure testing – leak check (Drop Test- utilizing a manometer))of the entire house gas plumbing system, and passing required inspections. CGS will reserve the right to mandate the turning on the gas and relighting the applicable appliances. Contractor shall immediately notify CGS dispatch of the “on gas” and complete the required paperwork, including the drop test integrity system testing form, and submit, no later than the following business day. The work shall be complete and performed in strict accordance with the Contract specifications, and in compliance with all applicable codes, CGS requirements, Florida Fuel Gas Code and industry standards. All work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to CGS. Gas pipe fitters and plumbers shall be Florida licensed qualified and thoroughly trained and experienced in the skills required, and shall be completely familiar with the design and application of work described.

T.52 EXISTING GAS HOUSE PIPING (PLUMBING)

- A. The modification of the existing gas house piping plumbing shall be performed by the contractor only after receiving written approval from the CGS construction inspector. With the inspector's authorization the Contractor shall perform all modifications required for gas meter set clearance code compliance of existing natural gas plumbing.
- B. The Contractor shall remove and dispose of all abandoned existing gas plumbing piping. The Contractor shall not cut into the existing gas plumbing until the CGS inspector verifies the new meter stub-out location.

T.53 TESTING

- A. Contractor shall pay for all testing and retesting required to show compliance with the Contract Specifications, Codes, Regulations, and all other applicable laws.
 - 1. CUSTOMER SYSTEM PRESSURE TEST
The Contractor will conduct leakage tests at one and half times the gas delivery pressure for minimum time of 15 minutes on the new completed gas plumbing or as required by the City- County Building Inspector. The pressure shall not decrease or increase during the test period.

2. CODE COMPLIANCE TESTING: Before turning gas on
Before gas is introduced into a system of gas piping, the entire system shall be inspected to determine that there are no open fittings or ends and that all valves at unused outlets are closed and plugged or capped.
3. LEAK DETECTION METHODS
The leakage shall be located by means of an approved gas detector, a noncorrosive detection fluid or other approved leak detection methods

B. The following is an approved procedure for leak testing customer piping systems:

Leak tests are required any time there is an interruption of service meaning the flow of gas was stopped for any reason. Florida Fuel Gas Code 406.6.3 (NFPA 54 -8.2.3) states that "Immediately after the gas is turned on into a new system or into a system that has been initially restored after an interruption of service, the piping system shall be tested for leakage. If leakage is indicated, the gas supply shall be shut off until the necessary repairs have been made".

The leak test will indicate any leaks within the propane piping system due to interruption of service or out of gas situation. The leakage test is simply testing the integrity of the system plumbing joints and the seal of the pipe joint compound, piping fittings, pipe, gas equipment & appliances, valves etc. This is the safety reasoning behind leak testing. The purpose a leak test is performed is the life-safety factor "Protect Life and Then Property and because it is required by Federal Pipeline Safety Laws of CFR 49.192, Florida Building Code adopted law/ ordinance and the gas industry.

The leak check tests for leakage throughout the system of piping and appliances. It is used for new and existing gas systems. It is conducted after a system has been successfully pressure tested, inspected and approved.

Normally, the leak check is conducted when one of the following occurs:

- A system of new gas or modified gas piping is placed into service for the first time (drop test)
- A gas leakage is suspected (investigation of an odor complaint)
- A gas meter is replaced
- An appliance or appliance connector is replaced
- An out of gas condition occurs (interruption of service)

The pressure test and leak check are often confused. A pressure test is required for new piping installations, while a leak check is required whenever the gas system is initially placed into service or when the gas is turned back on after it has been turned off. Leak checks differ from the pressure test in that it requires no special preparations. The medium used for a leak check is fuel gas at normal supply pressure. The gas is applied to the total system.

T.54 LEAK CHECK PROCEDURE

The procedure for the leak check is not specified in the NFPA 54- National Fuel Gas Code or the ICC Fuel Gas Code- Florida Fuel Gas Code. Any CGS accepted method can be used, as long as it finds leaks. It is recommended that a written procedure for the method be developed and the steps be taken to ensure that all employees follow the method established; consequently every system is tested identically.

T.55 TESTING FOR LEAKAGE

This test can be done by one of the following methods:

For Any Gas System- To an appropriate checkpoint attach a manometer or an appropriate pressure gauge between the inlet to the piping system and the first regulator in the piping system, momentarily turn on the gas supply and observe the gauging device for pressure drop with the gas supply shut off. No evident drop in pressure should occur during a period of 3 minutes.

For Gas Systems Using Undiluted Liquefied Petroleum Gas System- Preparation for propane. A leak check performed on an LP Gas System being placed back into service should include all regulators, including appliance regulators, and control valves in the system. Accordingly, each individual equipment shutoff valve should be supplying pressure to its appliance for the leak check. This check will prove the integrity of the 100 percent pilot shut off of each gas valve in the on position. Pilot not incorporating a 100 percent pilot shut off valve and all manual gas valves not incorporating safety shutoff systems are to be placed in the off position prior to leak checking, by using the following methods:

By inserting a pressure gauge between the container gas shutoff valve and the first regulator in the system, admitting full container gas pressure to the system and closing the container shutoff valve. Enough gas should be released from the system to lower the pressure gauge reading by 10psi. The system should then be allowed to stand for 3 minutes without showing an increase or decrease in the pressure gauge reading.

For systems serving appliances that receive gas at a pressure of ½ psi or less, by inserting a water manometer or appropriate pressure gauge into the system downstream of the final regulator, pressurizing the system with either fuel gas or air to test pressure of 9 in. water column and observing the device for a pressure change. If fuel gas is used as a pressure source, it is necessary to pressurize the system to full operating pressure, close the container service valve, and then release enough gas from the system through a range burner valve or other suitable means to drop the system pressure to 9 in water column. This ensures that all regulators in the system are unlocked and that a leak anywhere in the system is communicated to the gauging device. The gauging device should indicate no lose or gain of pressure for a period of 3 minutes.

T.56 WHEN LEAKAGE IS DETECTED

When pressure drops on the gauge or manometer is noted, all equipment or outlets supplied through the system should be examined to see whether they are shut off and do not leak. If they are found tight, there is a leak in the piping system.

Where leakage is indicated, the gas supply at the meter shall be shut off, locked and slugged until the necessary repairs have been made. CGS dispatch shall be notified ASAP

Where leakage or other defects are located, the affected portion of the piping system shall be repaired or replaced and retested. Matches, candles, open flames or other methods that could provide a source of ignition shall not be used.

T.57 PLACING GAS EQUIPMENT IN OPERATION

Gas utilization equipment / appliances shall be permitted to be placed in operation after the piping system has been tested and determined to be free of leakage and purged in accordance with Section 406.7.2. of the Florida Fuel Gas Code.

The Contractor will conduct leakage tests at one and a half times the gas delivery pressure for minimum time of 15 minutes on the existing gas house plumbing or as required by the City-County Building Inspector. The pressure shall not decrease or increase during the test period. Other inspections and tests required by the City – County Building Inspector, codes, ordinances, or other legally constituted authority shall be the responsibility of and shall be paid for by the Contractor.

Testing of the existing gas house piping plumbing shall be performed prior to connecting the new supply line.

T.58 TESTING

Testing will be in accordance with the Florida Building Code and the CGS leakage testing requirements.

T.59 CONTRACTOR'S CONVENIENCE TESTING

Inspection and testing performed exclusively for the Contractor's convenience by CGS shall be at the convenience of CGS if available and normal labor rates may be applicable.

T.60 SCHEDULE FOR TESTING

1. If applicable, testing shall be scheduled with the Building Department in advance.
2. At least 48 hours notice shall be provided to the Building Department, when permits and testing is required.

T.61 COOPERATION WITH THE BUILDING DEPARTMENT

Building Inspectors shall have access to the work at all times and all locations where the work is in progress. Contractor shall provide such access to enable the Building Department to perform its functions properly.

- A. Revising schedule: When changes of construction schedule are necessary during construction, Contractor shall coordinate all such changes with the Building Department as required.
- B. Adherence to Schedule: When the Building Department is ready to inspect, but is prevented, correction notices fees will be paid for by the contractor.

T.62 NATURAL GAS DISTRIBUTION SYSTEM

Any incompleteness of the work, all extra charges for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the CGS.

T.63 COORDINATION WITH CUSTOMERS

The Contractor is responsible for coordinating access to private property with the homeowners.

The Contractor shall notify the property owner/ resident at least 14 days in advance of performing work. Prior to starting work at a specific location the Contractor shall schedule the work with the homeowner or resident, as the customer's presence during the meter upgrades/ change out work is required.

The Contractor shall relight all pilot lights the same day after they install the new gas meter and regulator. Contractor will confirm the regulator settings for the specific flow.

No residence shall be left out of gas service overnight. Each residence shall be reconnected and all pilot lights re-lit before the end of the daily work day.

F. DIRECTIONAL DRILL UTILITY PLACEMENT

PART 1 – GENERAL

T.64 WORK INCLUDED

- A. The work specified under this Section consists of furnishing and installing underground gas utilities by directional drill methods. This work shall include all services, equipment, materials, labor and testing required completing the gas utility installation and restoring any disturbed areas to their existing or better conditions. The maximum depth of installed gas facilities shall not exceed four feet unless prior approval is received, since CGS must readily access the facility for maintenance in the future. All underground utilities shall be located and potholed prior to the start of boring.

PART 2 - PRODUCTS

T.65 MATERIALS

- A. **Plastic Pipe:** For all gas pipes over 1" diameter plastic pipe must meet or exceed the following strength and composition standards **PE (Polyethylene) ASTM D 2513**.
 1. **Couplings:** Plastic pipe couplings shall meet or exceed all applicable ASTM strength and composition standards for the particular type pipe being used.
 2. **Joints:** Plastic pipe joints shall be made in accordance with applicable ASTM standards. In all cases, the joints shall be made sufficiently strong to withstand the stresses of installation, with joints completely set and cured prior to placement of the pipe.
- B. **Drilling Fluids:** Drilling Fluids shall consist of a mixture of potable water and gel-forming colloidal material such as bentonite, or a polymersurfactant mixture producing a slurry of custard-like consistency. All drilling and hydraulic fluids shall be environmentally friendly and approved by the EPA.

T.66 EQUIPMENT

- A. All equipment used in the execution of work shall have the built-in capacity, stability and necessary safety features required to fully comply with these specifications without showing evidence of undue stress or failure.
- B. It shall be the responsibility of the Contractor to assure that the equipment to be used in the crossing operation is in sound operating condition. Backup equipment may be required where job site conditions indicate that severe damage to the roadway or a hazardous condition may result in the event of an equipment breakdown and where the condition of the equipment to be used indicates that routine component replacement or repair will likely be necessary during the crossing.
- C. **General Arrangement of Tunnel Boring System:** The tunnel boring equipment shall consist of truck-mounted field power unit and a trailer or dolly mounted drill unit. A minimum crew of three people is required to operate the units.
 1. **Field Power Unit:** The field power unit shall be a self-contained truck-mounted system designed to provide a supply of high pressure bentonite cutting fluid to the drill unit. It shall contain a 1,000 gallon (3,800 liter) fluid storage tank and a complete bentonite mixing system. The cutting fluid is to be mixed on site without the need for an external water supply. It shall permit changes to be made to the bentonite concentration during

tunneling in response to changing soil conditions. The field power unit shall contain the power-takeoff-driven high pressure bentonite pumping system.

2. **Directional Drill System:** A dolly mounted version of the drill system shall include a thrust frame. Both the trailer mounted and dolly mounted drill system shall be designed to rotate and push 10-foot (3-meter) minimum hollow drill sections into the tunnel being created by the boring head. The drill sections shall be made of high strength steel which permits them to bend to a 30-foot (9-meter) radius without yielding. Drill end fittings shall permit rapid make-up of the drill sections while meeting the torque, pressure and lineal load requirements of the system. The boring head itself shall house a watertight battery-operated electronic system used to determine tool depth and location from surface and to orient the head for steering.
 3. All tunneling systems shall be in sound operating condition with no broken welds, excessively worn parts, badly bent or otherwise misaligned components. All ropes, cables, clamps and other non-mechanical but essential items shall be in sound condition and replaced immediately when need is apparent.
 4. Other: Devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.
 5. Water sluicing methods, jetting with compressed air, or boring or tunneling devices with vibrating type heads that do not provide positive control of the line and grade shall not be allowed.
- D. **Spoils Equipment:** Vacuum truck shall be a self-contained truck which has sufficient vacuum and capacity to remove excess bentonite mixture from the project site as required or directed by the Owner's Representative.

PART 3 - EXECUTION

T.67 PERSONNEL REQUIREMENTS

- A. Responsible representatives of the Contractor and Subcontractor(s) shall be present at all times during the actual crossing operations. A responsible representative as specified herein is defined as a person experienced in the type of work being performed and who has the authority to represent the Contractor in a routine decision making capacity concerning the manner and method of carrying out the work specified herein.
- B. The Contractor and Subcontractor(s) shall have sufficient number of competent workers on the project at all times to ensure the utility placement is made in a timely and otherwise satisfactory manner. Adequate personnel for carrying out all phases of the actual crossing operation (where applicable: tunneling system operators, operator for removing spoil material, and laborers as necessary for various related tasks) must be on the job site at the beginning of work. A competent and experienced supervisor representing the Contractor or Subcontractor that is thoroughly familiar with the equipment and type of work to be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the project site during the actual crossing operation.

T.68 COORDINATION OF THE WORK

- A. The Contractor shall notify the Owner and Engineer at least 24 hours in advance of starting work. In addition, the actual crossing operation shall not begin until the Engineer or his representative is present at the project site and agrees that proper preparations for the crossing have been made. The Engineer's approval for beginning the crossing shall in no way relieve the Contractor from the ultimate responsibility for the satisfactory completion of the work.
- B. The Contractor and the Engineer shall select a mutually convenient time for crossing operation to begin in order to avoid schedule conflicts.

T.69 PROCEDURE

- A. Erection or installation of appropriate safety and warning devices in accordance with the Florida Department of Transportation (FDOT) Manual on Traffic Control and Safe Practices shall be completed prior to beginning work.
- B. Subsurface Soil and Drainage Investigation: To correctly plan individual crossing procedures such as dewatering, use of cutting heads, positioning of auger within the casing and to accurately locate potential problem areas, an adequate subsurface investigation shall be made by the Contractor.
- C. Equipment Set-Up:
 - 1. The general operating sequence of the tunneling system shall be as follows:
 - a. The trailer or dolly is positioned at the starting location.
 - b. The tool head and first drill pipe are loaded onto the thrust frame.
 - c. The proper cutting fluid pressure is set on the field power unit.
 - d. The tool is advanced and steered level at the proper depth using the locator to sense tool position.
 - e. More drill pipe is added as the tool is advanced.
 - f. After each new drill pipe is advanced into the ground, the tool is located and a computer generates the steering command for the next length of drill pipe to keep the tool on course.
 - g. Steps "e" and "f" are repeated until the tool advances to the end of the run.
 - h. At the end of the run the drilling head is removed and a reamer is attached to enlarge (if necessary) the hole for the utility.
 - i. The utility is attached to the reamer.
 - j. The drill pipe is withdrawn from the hole pulling the utility.
 - k. Utility connections are made.
 - l. The area is restored.
- D. Crossing Operation: The actual crossing operation shall be accomplished during daylight hours and shall not begin after the hour pre-established as the latest starting time that will allow completion during daylight hours except as noted below:
 - 1. In emergency situations, or where delay would increase the likelihood of a failure, nighttime work will only be allowed to complete a delayed crossing. In addition, where the obvious hazards of nighttime work are carefully considered and determined to be insignificant, nighttime work will be allowed to complete a properly planned crossing if the Engineer agrees that the delay was caused by reasonably unavoidable circumstances,

when such nighttime work is necessary to avoid placing an undue hardship on the Contractor.

2. Planned nighttime work is expressly prohibited and will not be allowed except for extenuating circumstances. Any nighttime work shall be in strict conformance with the Florida Department of Transportation (FDOT) Manual on Traffic Control and Safe Practices.
- E. Equipment Breakdowns or Other Unforeseen Stoppages: If forward motion of the tunneling tool has halted at any time other than for reasons planned for in advance and prevention of voids under paved areas cannot be assured, the tunnel must be filled with bentonite by injection as soon as possible and abandoned.

When an obstruction is encountered that cannot be passed or an existing utility is damaged, open cutting for inspection may be allowed if approved by the Engineer when consideration of all pertinent facts indicate such action is warranted. Any such authorized excavation shall be repaired according to the appropriate specifications herein or otherwise directed.

T.70 WAIVER OF REQUIREMENTS

- A. These specifications are appropriate for most common crossing situations. Under unusual conditions, not adequately covered herein, these requirements may be altered or waived when their strict adherence would increase the likelihood of crossing failure. Any such alteration or waiver shall be based on sound engineering judgment and must be fully documented as further specified herein. Any alteration or waiver must be approved by the Engineer.

T.71 REPORTING PROCEDURES

- A. An accurate drill log shall be kept by the Contractor on all crossings. The purpose of this log is to record and report the data necessary to isolate and identify all common factors associated with underground crossing failures. The log shall also be for the inspector's use as a checklist of essential items pertaining to the crossing. The data shall be recorded on the job site during the actual crossing operation. The log shall include elevation readings of the utility every 10 feet along the crossing. All drill logs shall be submitted to CGS at the time of work invoicing.

PART 4 - MEASUREMENT AND PAYMENT

T.72 MEASUREMENT

- A. The quantity of Directional Drill Utility Placement for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Directional Drill Utility Placement is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.73 PAYMENT

- A. Payment for Directional Drill Utility Placement shall be made at the prices stated in the Bid Schedule. If a payment item for Directional Drill Utility Placement is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

G. SODDING

PART 1 - GENERAL

T.74 WORK INCLUDED

- A. The work specified in this section consists of the establishing of a stand of grass, within the areas indicated on the Drawings and/or areas disturbed by construction activities, by the furnishing and placing of grass sod, fertilizing, watering and maintaining the sodded areas to assure a healthy stand of grass, until rooted.

PART 2 – PRODUCTS

T.75 GRASS SOD

- A. Grass sod shall match existing grass type and shall be well matted with grass roots. The sod shall be taken up in rectangles, preferably 12-inch by 24-inch, shall be a minimum of 2-inches in thickness and shall be live, fresh and uninjured at the time of planting. It shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted. After sod is installed it shall be maintained until it is rooted, which will necessitate watering frequently

T.76 WATER FOR GRASSING

- A. The water used in the sodding operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

PART 3 - EXECUTION

T.77 PREPARATION OF GROUND

- A. The area over which the sod is to be placed shall be scarified or loosened to a suitable depth and then raked smooth and free from rocks or stones. Where the soil is sufficiently loose, the Owner's Representative, at his discretion, may authorize the elimination of ground preparation.

T.78 PLACING SOD

- A. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.
- B. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

- C. On steep slopes, the Contractor shall, if so directed by the Owner's Representative, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.
- D. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Owner's Representative after his inspection thereof. Sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.
- E. Sodding shall not be performed when weather and soil conditions are, in the Owner's Representative opinion, unsuitable for proper results.

T.79 WATERING

- A. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Owner's Representative, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).

T.80 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.
- B. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense. Replanting necessary due to factors determined to be beyond the control of the Contractor shall be paid for under the appropriate contract pay items.

PART 4 - MEASUREMENT AND PAYMENT

T.81 MEASUREMENT

- A. The quantity of sodding for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for sodding is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.82 PAYMENT

- A. Payment for sodding shall be made at the prices stated in the Bid Schedule. If a payment item for sodding is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.



Addendum # 1
ITB #11-16, Installation of Natural Gas Lines Services
February 11, 2016

NOTICE IS HEREBY GIVEN that the following addendum serves to provide clarification and to answer the questions received on ITB # 11-16, Installation of Natural Gas Lines Services.

Please note that Corrections/Additions have been made to the Bid document (copies of corrected pages are attached):

Remove: Page 2 (dated original ITB)

Replace: Page 2 (2/11/2016)

Please add this new page to your copy of the Invitation to Bid and remove the original version of page 2.

Page 2, INSTRUCTIONS i.6 has been corrected to require the PERFORMANCE SECURITY and not the BID SECURITY.

End of Corrections.

All other dates and terms and conditions remain the same in this Invitation to Bid.

2/11/2016

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Manager. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
Mandatory Attendance: Yes No

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: March 3, 2016
Time: 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Yes 100% of annual bid amount No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and



Addendum # 2
ITB #11-16, Installation of Natural Gas Lines Services
February 23, 2016

NOTICE IS HEREBY GIVEN that the following addendum serves to provide clarification and to answer the questions received on ITB # 11-16, Installation of Natural Gas Lines Services.

Note that bid references to "material provided by the contractor" should read "incidental materials provided by the contractor". All primary materials, including pipe, fittings, tees, meters, valves, etc., will be provided by Clearwater Gas System.

Question 1: How are we to bid Labor and Equipment Costs?

Answer to Question 1: The necessary labor and equipment costs are per occurrence (i.e. Unit of Measure in Bid Pricing) and to be included in the "unit price" of each bid element. "Other Pay Items" page 29, does accommodate less common equipment utilization and labor activities.

Question 2: Will CGS be furnishing Rolled Bore Pipe for Bores?

Answer to Question 2: PE (plastic) Pipe up to and including 2" pipe is rolled pipe; and will be provided by CGS (see note above).

Question 3: What material is the contractor responsible to furnish?

Answer to Question 3: The contractor is responsible for all labor, incidental materials, equipment, and administrative paperwork necessary to perform the work. The primary materials will be available from CGS' inventory, in which case the contractor is responsible for reimbursement of all issued materials lost or shortages related to issued material inventory audits.

Question 4: The previous contract under ABOVE GROUND EXTERIOR HOUSE PIPING AND METER CONNECT included the meter relight. We do not see this section in the new pricing. How are we to price the meter relight?

Answer to Question 4: See ITB #11-16 page 18 for METER AND REGULATOR INSTALLATION for specifications; and page 27 for BID PRICING – METER AND REGULATOR INSTALLATION.

End of Questions and Answers

All dates and terms and conditions remain the same in this Invitation to Bid.

End of Addenda