



CGC1534552
 CUC1226505

...

8130 66th St N Suite 10

Pinellas Park FL 33781

Job Name: 62nd Ave Storm Water

ITEM	Description	Quantity	Unit	Unit Price	Amount
1010	Labor 132.25 hours	132.25	HRS	\$ 567.19	\$75,010.88
1020	Materiel Cost + 10%	1	LS	\$ 64,425.00	\$70,867.50

Grand Total **\$145,878.38**

- (D-1)**
GRATE INLET
TOP EL. = 14.57
S. INV. EL. = 7.50' (18" RCP)
N.E. INV. EL. = 7.50' (18" RCP)
- (D-2)**
STORM SEWER MANHOLE
N. INV. EL. = 15.15'
BOTTOM EL. = 4.68'
UNABLE TO OBTAIN INVERTS
(PIPES OFFSET IN ROW)
- (D-3)**
GRATE INLET
TOP EL. = 14.71
S. INV. EL. = 7.15' (18" RCP)
- (D-4)**
GRATE INLET (REMOVE)
TOP EL. = 14.57
N. INV. EL. = 11.92' (18" CMP)
S.W. INV. EL. = 11.65' (18" RCP)
- (D-5)**
GRATE INLET (REMOVE)
TOP EL. = 14.65
N. INV. EL. = 11.85' (18" CMP)
S. INV. EL. = 11.78' (18" CMP)
- (D-6)**
GRATE INLET (REMOVE)
TOP EL. = 14.27
S. INV. EL. = 11.65' (18" CMP)
N.E. INV. EL. = 11.78' (18" RCP)
N. INV. EL. = 11.66' (18" CMP)
- (D-7)**
GRATE INLET (REMOVE)
TOP EL. = 14.42
S. INV. EL. = 11.78' (18" RCP)
N. INV. EL. = 11.78' (18" RCP)
- (D-8)**
GRATE INLET
TOP EL. = 14.67
N.E. INV. EL. = 12.77' (CANT DETERMINE)
BOTTOM EL. = 12.57'
- (D-9)**
GRATE INLET (REMOVE)
TOP EL. = 13.90'
S. INV. EL. = 11.85' (18" CMP)
N. INV. EL. = 11.85' (18" CMP)
- (D-10)**
GRATE INLET (REMOVE)
TOP EL. = 14.17
S. INV. EL. = 11.81' (18" CMP)
N. INV. EL. = 12.13' (18" CMP)
N. INV. EL. = 13.81' (18" CMP)

- (D-11)**
GRATE INLET
TOP EL. = 14.97
S. INV. EL. = 11.87' (18" CMP)
UNABLE TO OBTAIN INVERTS
(PIPES FILLED WITH DEBRIS)
- (D-12)**
GRATE INLET
TOP EL. = 14.97
E. INV. EL. = 7.46' (18" RCP)
- (D-13)**
GRATE INLET
TOP EL. = 11.05'
N. INV. EL. = 7.02' (18" RCP)
N. INV. EL. = 6.74' (24" RCP)
- (D-14)**
GRATE INLET
TOP EL. = 11.17'
N. INV. EL. = 6.49' (18" RCP)
N.E. INV. EL. = 6.42' (24" RCP)
S. INV. EL. = 6.48' (24" RCP)
- (D-15)**
GRATE INLET
TOP EL. = 11.24'
E. INV. EL. = 6.64' (18" RCP)
- (D-16)**
CURB INLET
N. INV. EL. = 11.87'
TOP EL. = 11.79'
THROW EL. = 11.83'
N. INV. EL. = 6.23' (24" RCP)
S.W. INV. EL. = 6.22' (24" RCP)
E. INV. EL. = 6.59' (4" PVC)
- (D-17)**
STORM SEWER MANHOLE
N. INV. EL. = 15.97'
UNABLE TO OBTAIN INVERTS
LID TOO HEAVY TO REMOVE
- (D-18)**
STORM SEWER MANHOLE
N. INV. EL. = 12.16'
UNABLE TO OBTAIN INVERTS
LID TOO HEAVY TO REMOVE
- (D-19)**
GRATE INLET
TOP EL. = 11.57'
N. INV. EL. = 10.05' (18" CMP)
UNABLE TO OBTAIN INVERTS
LID TOO HEAVY TO REMOVE
- (D-20)**
CURB INLET
N. INV. EL. = 12.37'
TOP EL. = 12.28'
THROW EL. = 11.84'
S. INV. EL. = 9.95' (12" CMP)
N. INV. EL. = 8.37' (18" RCP)
- (D-21)**
STORM SEWER MANHOLE
N. INV. EL. = 12.27'
UNABLE TO OBTAIN INVERTS
LID TOO HEAVY TO REMOVE

- (S-1)**
SANITARY SEWER MANHOLE
N. INV. EL. = 15.08'
E. INV. EL. = 10.97' (8" CLAY)
N. INV. EL. = 9.95' (8" CLAY)
N. INV. EL. = 11.06' (8" CLAY)
S. INV. EL. = 8.06' (8" CLAY)
- (S-2)**
SANITARY SEWER MANHOLE
N. INV. EL. = 14.46'
N. INV. EL. = 7.99' (8" CLAY)
S. INV. EL. = 8.06' (8" CLAY)
- (S-3)**
CLEAN OUT
TOP EL. = 12.20'
INV. EL. = 9.32' (4" PVC)
- (S-4)**
SANITARY SEWER MANHOLE
N. INV. EL. = 12.99'
E. INV. EL. = -0.59' (3" UNKNOWN)
N. INV. EL. = 6.27' (8" CLAY)
S. INV. EL. = 5.57' (8" CLAY)
N. INV. EL. = -0.63' (3" UNKNOWN)
BOTTOM EL. = -0.60'
- (S-5)**
CLEAN OUT
TOP EL. = 14.78'
INV. EL. = 11.79' (4" PVC)

STORM PIPE CHART

FROM STRUCTURE NO.	TO STRUCTURE NO.	DESCRIPTION
ST-1	D-1	REMOVE EXIST. 15" RCP & INSTALL +/- 23 LF OF 18" HD PIPE
ST-1	ST-2	REMOVE EXIST. 15" CMP & INSTALL +/- 123 LF OF 18" HD PIPE
ST-2	ST-3	REMOVE EXIST. 15" ERCP & INSTALL +/- 30 LF OF 15" HP PIPE
ST-2	ST-4	REMOVE EXIST. 15" CMP & INSTALL +/- 155 LF OF 18" HP PIPE
ST-3	D-8	INSTALL 6" PVC +/- 10 LF
D-10	D-11	REMOVE EXIST. 15" CMP +/- 49 LF

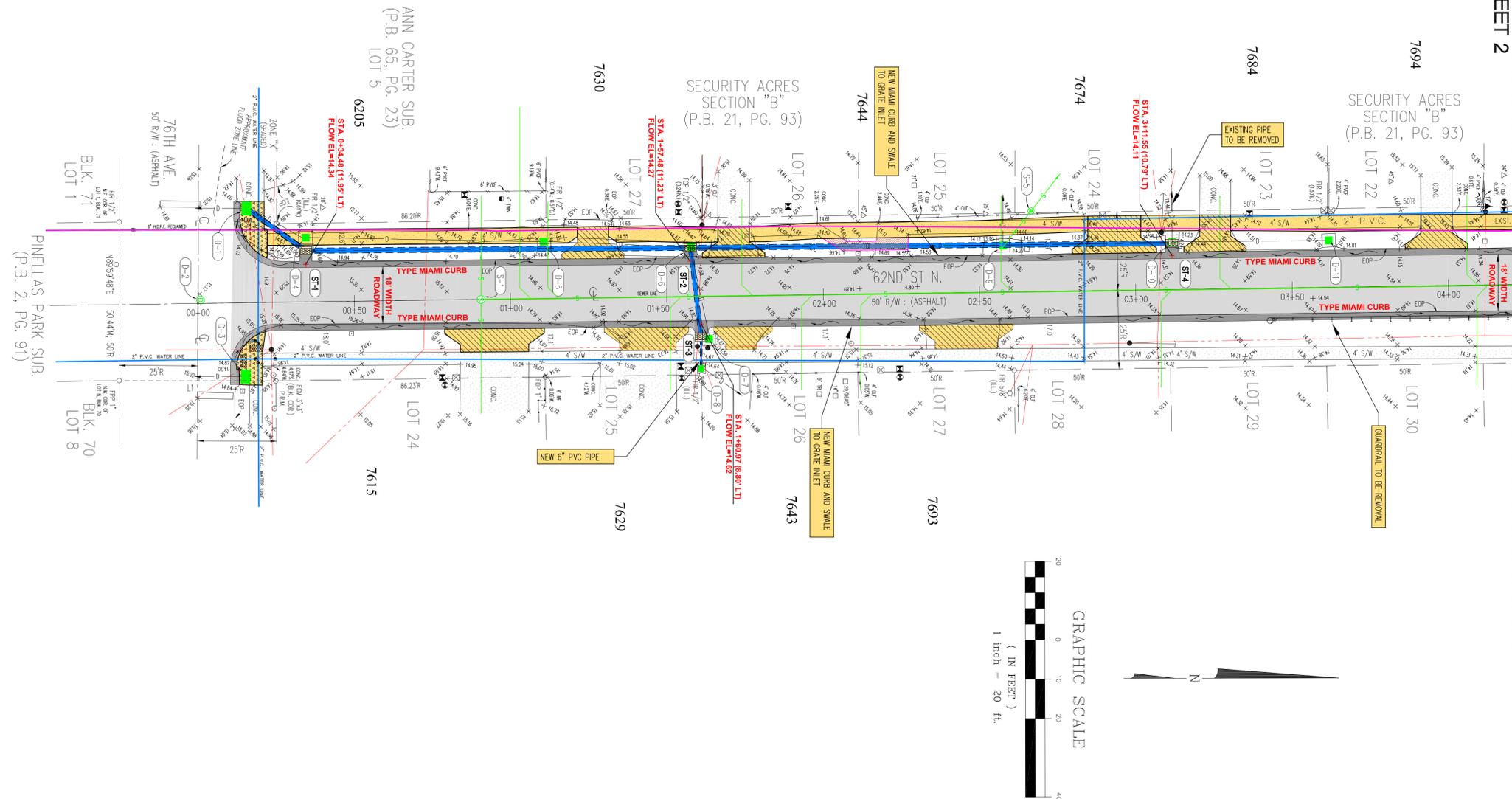
STORM STRUCTURE CHART

- (ST-1) GUTTER FRAME/GRATE**
USF 530-6168
TOP EL. = 14.34
S.W. INV. EL. = 8.25 (NEW 18" HDPE)
N. INV. EL. = 8.25 (NEW 18" HDPE)
- (ST-2) GUTTER FRAME/GRATE**
USF 530-6168
TOP EL. = 14.27
S. INV. EL. = 8.45 (NEW 18" HDPE)
N. INV. EL. = 8.45 (NEW 18" HDPE)
E. INV. EL. = 11.00 (NEW 15" HDPE)
- (ST-3) GUTTER FRAME/GRATE**
USF 530-6168
TOP EL. = 14.62
W. INV. EL. = 11.25 (NEW 15" HDPE)
E. INV. EL. = CONNECT 6" PVC TO INLET
- (ST-4) GUTTER FRAME/GRATE**
USF 530-6168
TOP EL. = 14.11
S. INV. EL. = 8.65 (NEW 18" HDPE)
E. INV. EL. = 8.65 (PROPOSE OUTFALL FROM POND)

LEGEND

- - 4"x4" WOOD POST
- - A.D.A. PAD
- - ELECTRIC PEDESTAL
- + - ELEVATION
- - GRATE INLET
- - LIGHT POLE
- - POWER POLE
- - RECLAIMED WATER METER
- - RECLAIMED WATER VALVE
- - SANITARY SEWER MANHOLE
- - SEWER CLEAN OUT
- - SIGN
- - STORM SEWER MANHOLE
- - TELCOM VAULT
- - WATER FOUNTAIN
- - WATER METER
- - WATER VALVE
- - 2" CURB & GUTTER
- - GUY WIRE
- - TOP OF BANK
- - OVERHEAD WIRES
- - U.G. SANITARY SEWER LINE
- - U.G. STORM SEWER LINE
- - U.G. WATER LINE
- - U.G. RECLAIMED LINE
- - BOTTLE BRUSH
- - OAK
- - PALM
- - PINE
- - STARFRUIT
- - UNKNOWN

MATCH LINE "A" - SEGMENT SHEET 2



NO.	REVISION	DATE

CITY OF PINELLAS PARK



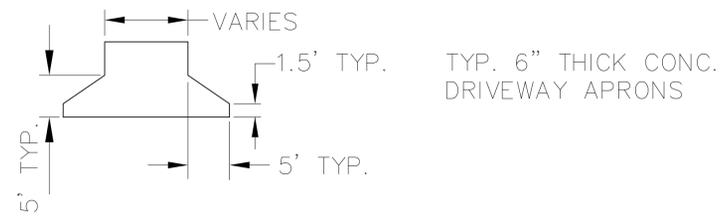
PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION SERVICES DIVISION

PIPE REPLACEMENT AT 62ND STREET N
FROM 78TH AVENUE N TO 76TH AVENUE N
DRAINAGE IMPROVEMENT PROJECT

SCALE:	1"=20'	DESIGNED BY:	CVQ	DATE:	10-17-25
HORZ.:	N/A	DRAWN BY:	CVQ	DATE:	10-17-25
VERT.:	N/A	CHECKED BY:	YN	DATE:	10-17-25

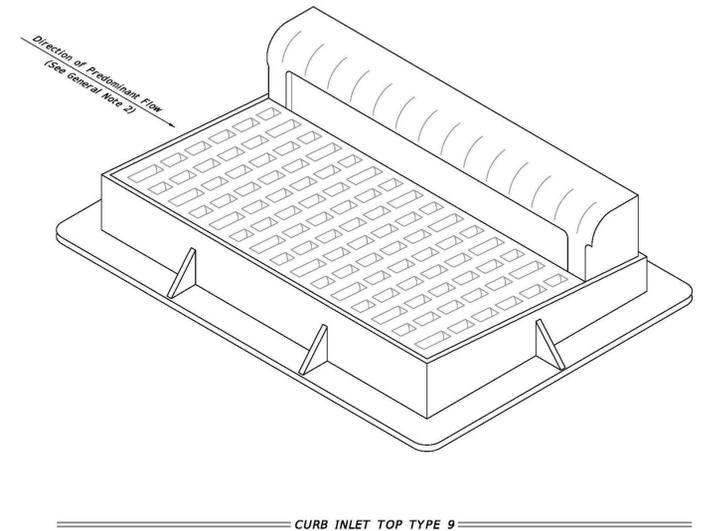
NOTE: CITY OF PINELLAS PARK STANDARD DETAILS

-  NEW 5' WIDE SIDEWALK 6" THICK CONC.
-  REMOVE EXIST. SIDEWALK AND SODDING
-  REMOVE EXIST. SIDEWALK AND REPLACE WITH
-  6" THICK CONC. DRIVEWAY
-  6" THICK CONC. FDOT INDEX 304 HANDICAP RAMP (YELLOW LIQUID TRUNCATED DOMES REQUIRED)

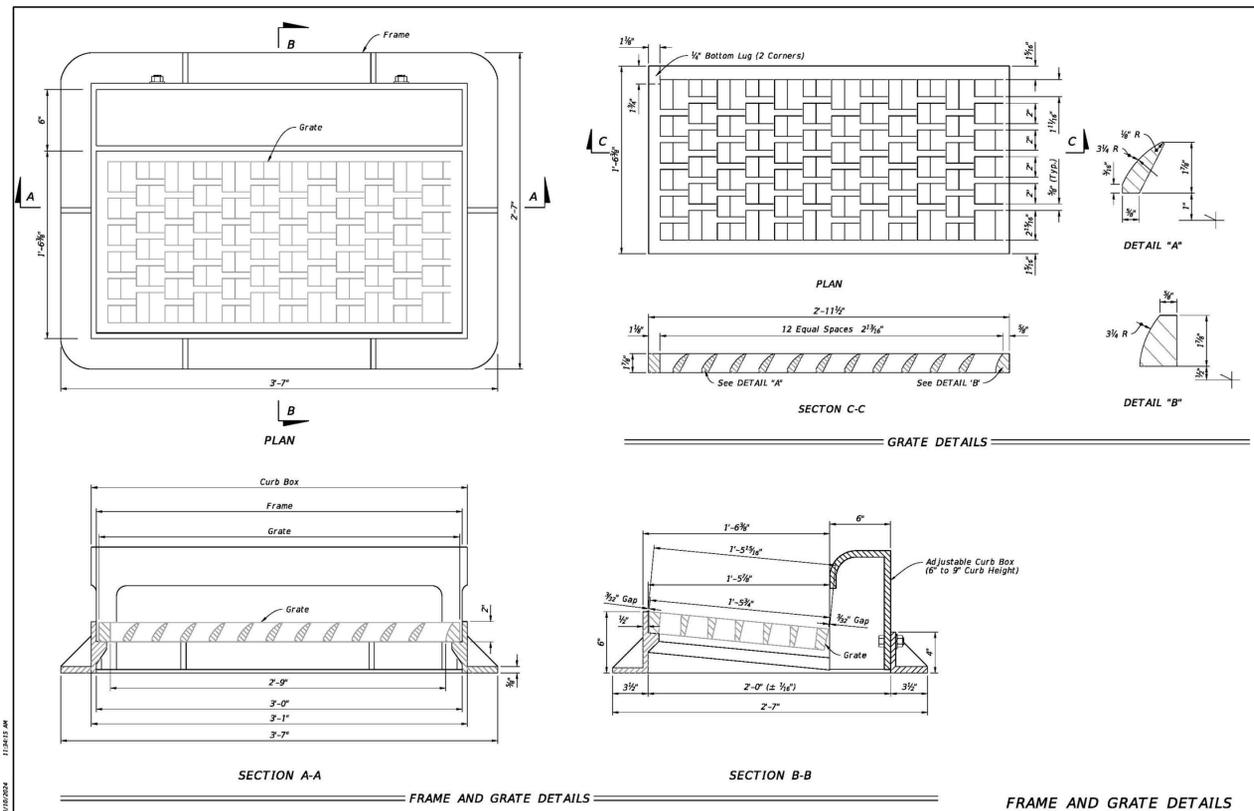


- GENERAL NOTES:**
1. Work this Index with Index 425-001 and Index 425-010.
 2. Orient grate with vanes directed toward predominant flow.
 3. Provide 1 1/2" minimum cover for steel in slab tops unless otherwise shown. Tops may be either cast-in-place or precast concrete.
 4. Place top slab openings such that 2 edges of Inlet frame will be located directly above bottom wall or riser wall for Alternate B applications.
 5. When used on a structure with dimensions larger than those detailed on Sheet 3 and risers are not applied, construct the top slab using Index 425-010 with the slab opening adjusted to 24"x36". The "Special Top Slab" on Index 425-010 is not permitted.
 6. Frame may be adjusted with one to six courses of brick.
 7. Vaned grates with approximately equal openings that satisfy AASHTO HL-93 loading are permitted. Provide reversible (right or left) grates.

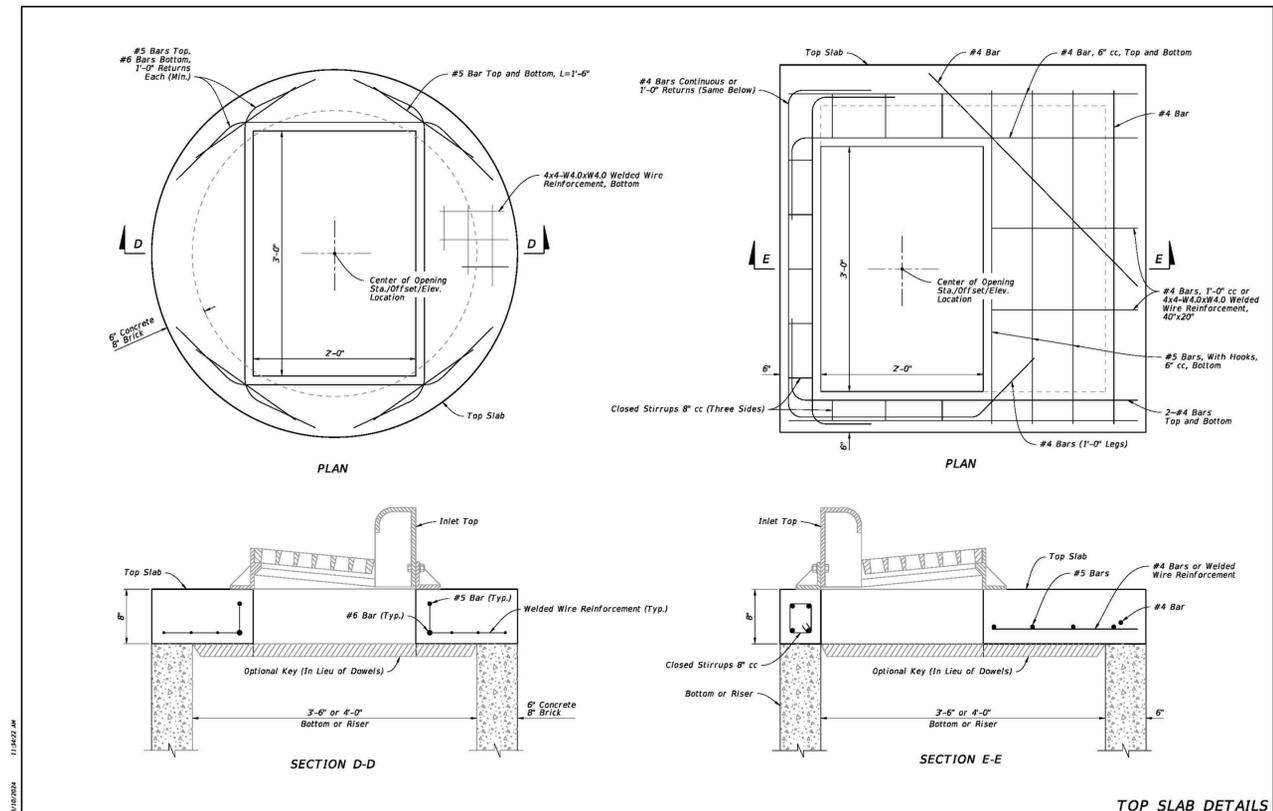
TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Frame and Grate Details
3	Top Slab Details



LAST REVISION 11/01/20	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB INLET TYPE 9	INDEX 425-024	SHEET 1 of 3
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LAST REVISION 11/01/20	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB INLET TYPE 9	INDEX 425-024	SHEET 2 of 3
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LAST REVISION 11/01/20	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB INLET TYPE 9	INDEX 425-024	SHEET 3 of 3
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NO.	REVISION	DATE

CITY OF PINELLAS PARK



PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION SERVICES DIVISION

PIPE REPLACEMENT AT 79TH AVENUE N
FROM 64TH STREET N TO 65TH STREET N
DRAINAGE IMPROVEMENT PROJECT
STANDARD DETAILS

SCALE:	NTS	DESIGNED BY:	CVQ	DATE:	9-16-25
HORZ.:	NTS	DRAWN BY:	CVQ	DATE:	9-16-25
VERT.:	NTS	CHECKED BY:	YN	DATE:	9-16-25

PROPOSAL COVER SHEET

Emergency/Non-Emergency Trades Continuing Services Contracts

BCS Construction Group LLC

(Firm Name)

P.O. box 7457

(Address)

Seminole FL 33775

(City, State, Zip Code)

727-543-0033

(Telephone Number)

info@BCSConstructiongrp.com

(Email Address)

President

(Title of Authorized Officer)

Bruno C. Sequeira

(Print/Type Name of Authorized Officer)



(Signature of Authorized Officer)

6/9/2025

(Date)

Please complete this form & attach it to the front of your proposal

Attachment "C" BID FORM

BIDDER'S NAME: BCS Construction Group LLC

The undersigned, as "Bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Project Information, Insurance and Bonding Requirements, Disadvantaged Business Enterprise Program requirements, Project Plans and Specifications, forms, and other contract documents, agrees to furnish all labor, materials, equipment, and other incidental items, facilities and services necessary in full accordance with the ITB and contract documents for:

ITB 25.009 Emergency/Non-Emergency Trades Continuing Services Contracts

And, if awarded, Bidder agrees to perform the work for the unit pricing submitted by Bidder electronically and as applicable, will complete all work within the time limits specified for the pricing awarded.

- By checking this box, I certify that I have read and understand the quality guarantee and warranty requirements set forth in Part B and have enclosed a written copy of the labor and product warranty with my bid.
- By checking this box, I certify that I have read and understand the Performance & Payment Guarantee requirements set forth in Insurance, Indemnification and Bond Requirements.
- By checking this box, I certify that I have provided the equipment specifications necessary for the City to properly evaluate the bid, as set forth in the Scope of Work.
- By checking this box, I certify that I have provided a copy of my license, as required by the Minimum Qualifications

For emergency projects, the bidder agrees to begin work immediately after Notice to Proceed.

For non-emergency projects, the bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

Bidders must demonstrate to the satisfaction of the City that the minimum qualifications set forth in this ITB have been met. Each Bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submission of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder's response and may affect the City's determination of responsiveness.

**EMERGENCY / NON-EMERGENCY TRADES CONTINUING SERVICES CONTRACTS
LABOR COST FORM**

NORMAL DUTY HOURS

SERVICE REQUIREMENT		SUPPLIER PROPOSED
Line Item	Maintenance Labor Category	Hourly Labor Rate
1	Concrete/Mason contractor	\$ 373.44
2	Electrical Service/Install contractor	NA
3	Drywall & Ceiling Repair/Install contractor	NA
4	Fence Repair/Install contractor	NA
5	Fire Sprinkler Repair/Install contractor	NA
6	Generator Service/repair	NA
7	HVAC Repair/Install contractor	NA
8	Irrigation Repair/Install contractor	NA
9	Landscape Services contractor	NA
10	Low Voltage Repair/Install contractor	NA
11	Paint contractor	NA
12	Plumbing Service/Install contractor	NA
13	Roll Up Door Service/Install contractor	NA
14	Roofing contractor	NA
15	Site Work / Civil contractor	\$ 567.19
16	Stucco/Exterior Systems contractor	NA
17	Window & Door Repair/Install	NA

AFTER HOURS AND EMERGENCY

SERVICE REQUIREMENT		SUPPLIER PROPOSED
Line Item	Maintenance Labor Category	Hourly Labor Rate
18	Concrete/Mason contractor	\$ 528.90
19	Electrical Service/Install contractor	NA
20	Drywall & Ceiling Repair/Install contractor	NA
21	Fence Repair/Install contractor	NA
22	Fire Sprinkler Repair/Install contractor	NA
23	Generator Service/repair	NA
24	HVAC Repair/Install contractor	NA
25	Irrigation Repair/Install contractor	NA
26	Landscape Services contractor	NA
27	Low Voltage Repair/Install contractor	NA
28	Paint contractor	NA
29	Plumbing Service/Install contractor	NA
30	Roll Up Door Service/Install contractor	NA
31	Roofing contractor	NA
32	Site Work / Civil contractor	\$ 719.54
33	Stucco/Exterior Systems contractor	NA
34	Window & Door Repair/Install	NA

SUBCATEGORY: MATERIALS

SERVICE REQUIREMENT		SUPPLIER PROPOSED
Line Item	Description of Service / Materials	Markup (%)
35	Corrective Maintenance Materials Cost	10%

Reference Information

1. Khors Construction

REFERENCE COMPANY NAME

\$ 106,900

DOLLAR VALUE OF PROJECT

Kori Khorsandian

REFERENCE CONTACT NAME/TITLE

President

813-728-3689

REFERENCE CONTACT PHONE

khorsconst@gmail.com

REFERENCE CONTACT EMAIL

Site Work - Freedom Park

BRIEF PROJECT DESCRIPTION

2. Marbek Construction Co

REFERENCE COMPANY NAME

\$ 463,970.00

DOLLAR VALUE OF PROJECT

Rick Marchand

REFERENCE CONTACT NAME/TITLE

352-242-1084

REFERENCE CONTACT PHONE

Owner

rick@marbekconstruction.com

REFERENCE CONTACT EMAIL

Site Work - Woodies Wash

BRIEF PROJECT DESCRIPTION

Attachment "D" FORMS

All forms must be submitted with the Bidder's submittal.

BIDDER'S CERTIFICATION

As an authorized representative of the Bidder, I have carefully examined this ITB which includes information for bidders, special instructions and requirements, scope of work, general conditions, insurance, indemnification and bond requirements, and plans and specifications.

I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in the price of the bid.

Addendum # <u>QA1</u>	Date: <u>5/30/2025</u>	Addendum # _____	Date: _____
Addendum # <u>QA2</u>	Date: <u>6/15/2025</u>	Addendum # _____	Date: _____
Addendum # <u>QA3</u>	Date: <u>6/18/25</u>	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the items and/or services requested in this ITB. I agree to hold pricing for at least 150 calendar days to allow the City time to properly evaluate bids. I agree that the City terms and conditions herein will take precedence over any conflicting terms and conditions submitted with my bid and I agree to abide by all conditions of this ITB.

I certify that all information contained in my bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract and the undersigned executed this Certification with full knowledge and understanding of the details therein contained and was duly authorized to do so.

I certify that I attended the pre-bid meeting, if mandated, and I fully understand the requirements. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the City or of any other company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I certify that the name and title of the authorized signatory, as completed below, is authorized to execute the Agreement resulting from this Request for Bids using electronic or digital signature. Further, I certify any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. And, by signing the Agreement resulting from this ITB, if any, the authorized signatory adopts the electronic signature as his/her own and designates it for use as an official record by the City.

Finally, through my signature set forth below, I confirm that the bid fully meets the requirements set forth herein. If required, a copy of the bid bond is included in the electronic submission in accordance with Insurance, Indemnification and Bond Requirements.

BCS Construction Group LLC

NAME OF BUSINESS

Po Box 7457

MAILING ADDRESS

Bruno C Sequeira

AUTHORIZED SIGNATURE

Seminole, FL 33775

CITY, STATE & ZIP CODE

Bruno C Sequeira, President

NAME, TITLE, TYPE

727-543-0033

TELEPHONE NUMBER / FAX NUMBER

84-3448810

FEDERAL IDENTIFICATION #

info@BCSconstructiongrp.com

E-MAIL ADDRESS

PAYMENT AND PERFORMANCE BOND

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract [insert contract # if assigned] dated _____, 2025, between Principal and Owner, which contract was awarded pursuant to ITB 25.014, for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The City of Pinellas Park is seeking to enter into a contractual relationship with vendors capable of providing installation and repair services for the following trades: Concrete/Mason contractor, Electrical Service/Install contractor, Fence Repair/Install contractor, HVAC Repair/Install contractor, Landscape Services contractor, Irrigation Repair/Install contractor, Paint contractor, Plumbing Service/Install contractor, Roofing contractor, Drywall & Ceiling Repair/Install contractor, Roll Up Door Service/Install contractor, Window & Door Repair/Install, Fire Sprinkler Repair/Install contractor, Stucco/Exterior Systems contractor, Site Work / Civil contractor, Low Voltage Repair/Install contractor and Generator Service/repair.

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the work order all in strict compliance with industry best practices, including (if relevant) any engineered plans and specifications, and including any and all Addenda, and together with the contract which results from this ITB.

It is the City's intent to award to multiple vendors across multiple trades. Licensed General Contractors capable of performing all trades are welcome to submit bids.

Except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete, and deliver the work within the specified time. Permits and licenses necessary for the execution of work shall be secured by the contractor and fees shall be accounted for in the total bid price. All supplies and materials shall be new. Any changes in or under the contract documents and compliance

or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON , .

Name of Principal

Name of Surety

By: _____
as Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

PROPOSAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of the proposal.

Items are checked if they are required with the proposal or if they must be on file prior to award. Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH PROPOSAL	SUBMIT PRIOR TO AWARD
✓	Florida Division of Corporations Registration (Sunbiz)	2	✓	
✓	Department of Business & Professional Regulation	2	✓	
✓	E-Verify Registration	11	✓	
✓	Proof of Insurance	14	✓	
✓	Bid Form	75	✓	
✓	Addenda Acknowledgement	78	✓	
✓	Payment and Performance Bond	80	✓	
✓	Proposal Cover Sheet	82	✓	
✓	Firm Information	83	✓	
✓	Anti-Human Trafficking Laws Certification	85	✓	
✓	Drug Free Workplace Form	87	✓	
✓	Emergency/Hurricane or Disaster Conditions	88	✓	
✓	Florida Trench Safety	89	✓	
✓	Indemnification and Hold Harmless Agreement	90	✓	
✓	Public Entity Crimes Statement	91	✓	
✓	Scrutinized Companies Certification	93	✓	
✓	Suspension and Debarment Certification	94	✓	
✓	Non-Collusion Affidavit	95	✓	
✓	Lobbying Certification	96	✓	
	Certificate of Insurance			✓
	W-9			✓

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name	BCS Construction Group LLC
Address	Po Box 7457, Seminole FL 33775
Contact Name	Bruno C. Sequeira
Title	President
Phone	727-543-0033
Email	info@BCSconstructiongrp.com

1. How many years has your organization provided these services? 3 years

2. List any applicable State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

4. Date Registered with E-Verify.gov: _____ Certificate # _____

5. List all ligation cases during the past three (3) years in which the Contractor has been a named party.
Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

**CERTIFICATION OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS
FLORIDA STATUTE §787.06(13)**

Vendor Name: BCS Construction Group LLC

Vendor FEIN: 84-3448810

Address: Po Box 7457

City: Seminole State: FL Zip: 33775

Phone Number: 727-543-0033

Email Address: info@BCSConstructiongrp.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

The undersigned is authorized to execute this affidavit on behalf of Entity. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Bruce C Sequeira
Authorized Vendor's Signature

Bruce C. Sequeira
Print Authorized Vendor's Name

President
Print Authorized Vendor's Title

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 9th day of June 2025,

By Kara Antonelli
(Name of person acknowledging)

Who is personally known to me or who has produced Personally known
as identification. (Type of identification)

NOTARY PUBLIC Kara L. Antonelli

(NOTARY SEAL)



MY COMMISSION EXPIRES 6/2/2029

EMERGENCY/HURRICANE OR DISASTER CONDITIONS

It is hereby made a part of this Invitation to Bid that before, during, and after a public emergency, hurricane, disaster, flood or acts of God, that the City of Pinellas Park, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City of Pinellas Park.

Contractor agrees to rent/sell/ lease all goods and services to the City of Pinellas Park, as opposed to a private citizen on a first priority basis. The City of Pinellas Park expects to pay the prices listed in the Bid Form/Schedule for all services rendered in the event of an emergency, hurricane, or disaster. Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement.

Bruno C. Sequeira
Signature

Bruno C. Sequeira
Print Name

President
Title

BCS Construction Group LLC
Name of Company

Emergency Contact: Bruno Sequeira

Emergency Telephone Number: 727-742-0481

Home Telephone Number: _____

Cellular Phone Number: 727-742-0481

_____ I cannot comply with this request

Signature

Print Name

Title

Name of Company

FLORIDA TRENCH SAFETY

Proposer acknowledges that included in the various items of the proposal are costs for complying with the Florida Trench Safety Act (Florida Statute §553.60, et.seq.). The respondent further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
Trench box	LF	10x16	4400	4400

*TOTAL \$ 4400

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

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

Bruno C. Sequeira
Signature of Authorized Officer

Bruno C. Sequeira
Name of Authorized Officer

President.
Title of Authorized Officer

6/9/2025
Date

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, Bes Construction Group,
hereinafter "Contractor," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of ITB 25.009 – Emergency/Non-Emergency Trades Continuing Services Contracts.

Under no circumstances shall any of the provisions of this agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Bruno C Sequeira
Signature of Proposer's Authorized Officer

Bruno C Sequeira
Name of Proposer's Authorized Officer

President
Title of Authorized Officer

6/9/2025
Date

**CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Bruno C. Sequeira

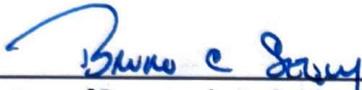
By: Bruno C. Sequeira
Authorized Signature

Title: President

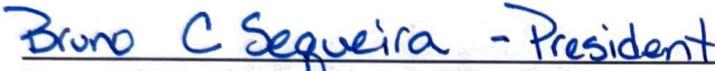
Date: 6/9/2025

**DEBARMENT, SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION**

- (1) The Contractor certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature of Proposer's Authorized Official



Name and Title of Proposer's Authorized Official



Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, BES construction Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bruno C Sequeira
Signature of Proposer's Authorized Officer

Bruno C Sequeira
Name of Proposer's Authorized Officer

President
Title of Authorized Officer

6/9/2025
Date

Attachment "E" SCOPE OF SERVICE

Scope of Service

The City of Pinellas Park is seeking to enter into a contractual relationship with vendors capable of providing installation and repair services for the following trades: Concrete/Mason contractor, Electrical Service/Install contractor, Fence Repair/Install contractor, HVAC Repair/Install contractor, Landscape Services contractor, Irrigation Repair/Install contractor, Paint contractor, Plumbing Service/Install contractor, Roofing contractor, Drywall & Ceiling Repair/Install contractor, Roll Up Door Service/Install contractor, Window & Door Repair/Install, Fire Sprinkler Repair/Install contractor, Stucco/Exterior Systems contractor, Site Work / Civil contractor, Low Voltage Repair/Install contractor and Generator Service/repair.

The City of Pinellas Park is looking for vendors capable of providing a variety of services encompassing installations and repairs, undertaking and completing various projects of a defined scope, and providing manpower, equipment and materials to perform non-emergency and emergency repairs for the City of Pinellas Park. It is the City's intent to award to multiple vendors. The general routine install/repair work, capital improvement work and/or emergency repair work will be included under one or more of the areas of work.

Contractor shall be responsible to plan, organize, supervise, monitor, direct, schedule, and control the work competently and efficiently. Contractor shall provide an onsite supervisor with experience to direct this type of work. Contractor shall provide contact information for the personnel directing the referenced work including emergency contact numbers. The on-site supervisor for the contractor shall be on site throughout the construction of the project. Any changes in the designated supervision must be approved in advance by City staff. Contractor shall identify all utilities within construction limits prior to commencement to protect existing utilities from being impacted. Any repairs to damaged utilities are the responsibility of the contractor.

Bidders are required to comply with all provisions of federal, state, county and local laws and ordinances, rules and regulations, that are applicable to the items being proposed. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

Contractor shall provide in its pricing all necessary tools, equipment, labor, workmanship and anything else required to complete the work described in a timely and accurate manner to meet project plans and time schedules.

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

Contractors shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform needed utility repairs, in accordance with applicable Federal, State, Local government regulations.

Community Development Block Grant Federal Requirements

Bonding (2 CFR (200.304))

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Administrative, contractual, or legal remedies (2 CFR (200.338))

Contractor shall be subjects to any or all administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and any sanctions and penalties as may be appropriate under applicable law.

Termination (2 CFR (200.339))

This contract is subject to the termination provisions for cause and convenience contained within the general terms and conditions.

Contracting with small and minority firms, women's business enterprise, and labor surplus area firms (2 CFR (200.321))

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; and
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; and
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; and
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (e) Using the services and assistance of the Small Business Administration, and they Minority

Business Development Agency of the Department of Commerce.

Equal Opportunity Clause (41 CFR 560-1.4(b))

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising that said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract maybe canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to section 204 of Executive Order 11246 of September 24, 1965, to that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigations with a subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

Solicitation Requirement (41 CFR §60-4.2(d)) – The following notice shall be included in and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographic areas designated pursuant to 41 CFR §60-4.6.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal for Female Utilization – All Trades for the life of the project- 6.9%

Goal Minority Utilization – All Trades for the life of the project – 17.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set for in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation.

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Pinellas Park, Pinellas County, Florida.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 and 41 CFR §60-4.3)

(1) As used in these specifications:

"Covered area" means the geographical area described in the solicitation from which this contract resulted;

"Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

"Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

"Minority" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its Obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable by able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted

construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from an Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship

and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annual, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work as any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates business.

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non-segregated except that separate or single-

user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against persons because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Work Hours & Safety Standards Act)

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions of such Federal assistance.

Davis-Bacon Act (29 CFR§5.5(a)) and Copeland Act Contract Provisions (40 U.S.C. § 3145)

(1) Minimum wages:

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebase on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such labor and mechanics.

Contributions made or costs reasonable anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits of the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times

by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 20 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (iii) In the event the contractor, laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any reasonable anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of

obligations under the plan or program.

(2) Withholding:

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1979 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records:

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949. In the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which shown that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certifications of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal

Stock Number 029-005-0001401), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete; and

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optimal Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(e) The falsification of any of the above certifications may be subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(f) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees:

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment

as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency Recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices as less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) Trainees. Except as provided in 29 CFR 5. 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

- (c) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 1 1246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5. 5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5. 12.
- (8) Compliance with the Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of Eligibility
- (a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5. 12 (a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible fo award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U. S.C. §§ 1001 and 1010.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

The following clauses are incorporated into this Agreement where applicable.

- (1) **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
- (a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

(2) Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act As required by Federal program legislation:

- (a) CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- (i) In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- (b) CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - (i) Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - (ii) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

(3) Compliance with the Contract Work Hours and Safety Standards Act

- (a) Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

(4) **Rights to Inventions Made Under a Contract or Agreement**. As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

(5) **Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

(a) Clean Air Act

(i) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

(ii) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) Federal Water Pollution Control Act

(i) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(6) **Suspension and Debarment**

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

- (c) CONTRACTOR's certification is a material representation of fact relied upon by the OWNER. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- (7) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
- (a) The CONTRACTOR certifies to the OWNER that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- (b) CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.
- (8) Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
- (a) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- (i) competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) meeting contract performance requirements; or
 - (iii) at a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (9) DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (10) Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (11) No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
- (12) Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
- (13) Access to Records**

- (a) The contractor agrees to provide the City of Pinellas Park, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- (14) **Domestic Preference.** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (a) For purposes of this section:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**DAVIS-BACON
WAGE DETERMINATION**

**EMERGENCY/NON-EMERGENCY
TRADES CONTINUING SERVICES
CONTRACTS**

BID 25.010

"General Decision Number: FL20240222 07/12/2024

Superseded General Decision Number: FL20230222

State: Florida

Construction Type: Building

County: Pinellas County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024
2	07/12/2024

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

ELEC0915-001 12/05/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 29.74	42%+\$0.35

ELEV0074-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.62	37.885+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-030 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above; Mechanics.....	\$ 37.01	16.85
Group 4		
Forklift.....	\$ 35.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

 * IRON0397-007 07/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.25	17.32

 * IRON0397-008 07/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.25	17.32

 IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.75	15.27

 PLUM0123-001 05/01/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 25.30	17.24

 PLUM0123-004 05/01/2022

	Rates	Fringes
PLUMBER.....	\$ 25.30	17.24

SHEE0015-005 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 25.75	16.92

* SUFL2014-031 08/16/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation (Excludes Carpet and Vinyl Floor Laying)....	\$ 16.36 **	0.70
CEMENT MASON/CONCRETE FINISHER....	\$ 13.00 **	1.30
FLOOR LAYER: Carpet and Vinyl....	\$ 17.64	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 18.00	2.18
LABORER: Pipelayer.....	\$ 14.00 **	1.40
LABORER: Common or General, Includes Carpenter Tending and Cement Mason Tending.....	\$ 11.31 **	0.85
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.00 **	1.40
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 14.72 **	2.13
ROOFER.....	\$ 19.00	1.17
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.11	6.74
TILE SETTER.....	\$ 18.01	0.00

TRUCK DRIVER: Dump Truck.....\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"