



PINELLAS PARK

SIMPLY CENTERED

Bid 22/008 Contract
Lift Stations #5 and #7 Rehabilitation

Evolution Contracting, LLC 28059 US Highway 19 North Suite 304 Clearwater, Florida 33761 727.269.8587 Estimating@EvContracting.com

Sanitary and Sewer Division

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100 PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office Lauren C. Rubenstein James W. Denhardt 2700 First Avenue North St. Petersburg, Florida 33713 (727) 327-3400 - Telephone (727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700 FAX • (727) 544-7448

October 21, 2022

Mr. Jeff Roberts
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #22-286

Bid 22/008 - Lift Stations #5 and #7 Rehabilitation

Dear Mr. Roberts:

Our office has received and reviewed the proposed Bid 22/008 document packet and would approve of the same as to form and correctness.

Very truly yours,

James W. Denhardt City Attorney

cc: Bart Diebold, City Manager

Diane M. Corna, MMC, City Clerk

Chief Michael Haworth, Asst. City Manager

Kelly Schrader, Finance Administrator Gary Moskaluk, Purchasing Director

Ryan Mendrala, Project Manager

JWD/zr

22-286.10212022.LJR.Bid 22-008.wpd





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company EVOLUTION CONTRACTING LLC.

Filing Information

Document Number L21000531772

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Date Filed 12/17/2021 **Effective Date** 01/01/2022

State FL

Status ACTIVE

Principal Address

28059 US Hwy 19N Suite #304

clearwater, FL 33761

Changed: 10/28/2022

Mailing Address

235 E WATER ST

LOWELLVILLE, OH 44436

Registered Agent Name & Address

PAVEL, THOMAS M

2401 STIRLING CIRCLE

409

DUNEDIN, FL 34698

Authorized Person(s) Detail

Name & Address

Title AMBR

SUSANY, DOUGLAS J 235 E WATER ST LOWELLVILLE, OH 44436--___

Title MGR

PAVEL, THOMAS M 2401 STIRLING CIRCLE #409 DUNEDIN, FL 34698

Annual Reports			İ
No Annual Reports Filed			
Document Images			
12/17/2021 Florida Limited Liability	View image in PDF format		

Florida Department of State, Division of Corporations



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Licensee

Name:

Active

LASTER, DAWN ELIZABETH

License Number:

CBC1258763

Rank:

Secondary Status:

Certified Building Contractor

License Expiration Date: 08/31/2024

Primary Status: Current

Original License Date:

11/02/2011

Related License Information

License Status Related Party

Relation Relationship **Effective** Type Date

Expiration Rank **Date**

Current EVOLUTION CONTRACTING LLC. Primary

Qualifying Agent for

Business

02/25/2022 Construction

Business Information

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City of Pinellas Park

Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100



Florida

Phone•727.369.5712 Purchasing@Pinellas-Park.com

CITY OF PINELLAS PARK NOTICE OF BID 22/008 SANITARY SEWER LIFT STATIONS #5 AND #7 REHABILITATION

The City of Pinellas Park is accepting sealed bids from Florida licensed contractors to furnish all services, labor, new and of good-quality materials, equipment, and construction for Bid 22/008 until **10:00 A.M. EST on Wednesday, 8 February 2023**.

This project is to restore the interior concrete surface areas of existing sanitary sewer lift stations via the application of a protective calcium aluminate based cementitious liner system and an epoxy coating where directed in accordance with these specifications.

A <u>voluntary</u> pre-bid meeting is scheduled to occur at 10:00 A.M. EST on Monday, 23 January 2023 beginning at the Public Works Operation Center located at 6250 82nd Avenue, Pinellas Park, FL 33781, followed by voluntary site surveys beginning at Lift Station #5 located at 6901 46th St N. Pinellas Park, FL 33781 followed by Lift Station #7 located at 7601 43rd St. N. Pinellas Park, FL 33781. All potential bidders should be prepared with the necessary equipment (ladders, tape measure, etc.) to take this opportunity to collect any/all measurements that may be needed in order to prepare their bid submittal response.

Construction Activities - Scope of Work

The major elements of the proposed project work are summarized as follows:

Furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer lift stations using a stand-alone structural cementitious liner system and epoxy coating where directed. The work includes mobilization, bypass pumping, MOT plans/signage, removing existing pumping equipment and appurtenances, abrasive blasting existing wet well for removal of any existing deteriorated coating, repair of concrete pitting as needed/directed, repair of stairs and landing platform as needed/directed, repair/update to stainless steel water lines within the wet well, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift stations, testing, reinstallation of pumping equipment and appurtenances with new stainless steel hardware, safety alert system and associated fixtures updated to meet current NEC standards, clean-up, and demobilization.

When complete, the rehabilitated structure shall:

- A. Provide a uniformly smooth surface of minimum specified thickness for interior wall and ceiling coatings; however, epoxy coated flooring shall have a tactile abrasive finish providing a non-slick surface.
- B. Eliminate sources of inflow and infiltration (I/I).

- C. Provide a service life supported by documented test analysis.
- D. Provide the end user with an acceptable means of repairing or patching any penetrations that occur after coating process has been completed.

All Work must be completed by 180 calendar days after issuance of Notice-to-Proceed.

Address any/all questions regarding this project to Purchasing@Pinellas-Park.com no later than 10:00 A.M. EST on Thursday, 26 January 2023.

All bids must be accompanied by a certified check, bank draft, or bid bond in the sum of five percent **(5%) of the base bid,** made payable to the City of Pinellas Park. Should the bid be accepted, a check, draft, or bid bond shall be a guarantee that the bidder will, within ten days after the acceptance of his bid, enter into an Agreement with the City of Pinellas Park for the services proposed to be performed.

Pursuant to Florida Statute 626, all Florida resident or Florida non-resident licensed agents must be licensed, appointed and approved by the Florida Department of Financial Services to transact business in Florida on behalf of the Surety Company. If the City determines that any/all bond(s) are not valid, the bidder will have Forty-Eight (48) hours to submit a valid bond(s) or certified check.

All bidders must submit one **(1) unbound** original and three **(3)** copies of your bid forms, bid bond, statement of entity crimes, and any/all attachments as requested in this bid package. Submit bid packages to the Purchasing Division at 8000 60th St. N., Pinellas Park, FL 33781 no later than **10:00 A.M. EST on Wednesday, 8 February 2023**.

Bid forms are attached to this letter, please complete all forms. Failure to submit all requested original documents and copies on time may result in the disqualification of your bid.

Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of 90 days after the date of the opening of bids. Sealed bids shall be delivered to the Purchasing Division at 8000 60th St. N., Pinellas Park, FL 33781. Any bids received after the specified time and date will not be considered. Unsealed bid envelopes will not be accepted.

Note: PLAINLY MARK THE FRONT OF YOUR BID ENVELOPE

"Sealed Bid 22/008 – Sanitary Sewer Lift Stations #5 and #7 Rehabilitation"

All bids must be sealed, do not email/fax/etc. any bid/proposal.

The City of Pinellas Park is not responsible for the United States Mail, private couriers, or messengers concerning bid delivery by the specified time.

The City of Pinellas Park reserves the right to utilize any applicable Government contract(s) in lieu of or in addition to this bid. The City of Pinellas Park reserves the right to reject any or all bids, waive any irregularities in bids received, or make the award of bid towards what best serves the interest of the City.

All bidders are invited to attend the public bid opening, which will be held at the Purchasing Division, 8000 60th St. N., Pinellas Park, Florida 33781 at **10:00 A.M. EST on Wednesday, 8 February 2023**; however, no award of bid will be made at that time. A tabulation of all bids received must be prepared and presented to the City Manager and City Council for final approval prior to award of bid.

E-Verify

In compliance with Florida Statute Section 448.095, the bidder must be registered with and use the E-Verify System to verify work authorization status of all employees hired after January 1, 2021. Register at <u>E-Verify.gov</u>. Include verification of registration with your bid.

Florida Division of Corporations

To conduct business in the State of Florida, bidders must be registered with the Florida Division of Corporations. Register at MyFlorida.com/Sunbiz. Include verification of registration with your bid.

Department of Business & Professional Regulation

Pursuant to Florida Statute 489.131, bidders must be registered with Florida DBPR. Register at MyFloridaLicense.com/DBPR. Include verification of registration with your bid.

All submitted bids will be considered the property of the City of Pinellas Park.

Your action in submitting a bid is sincerely appreciated.

Purchasing Director City of Pinellas Park

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INFORMATION FOR BIDDERS

CONDITIONS OF WORK

Each bidder shall have read and be thoroughly familiar with the bid document(s) and other contract documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all supervision, labor, material, and equipment necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect. The Owner/Designee makes no representations other than those stated or shown directly in the contract documents. In case there is any item in the contract documents which is not clear to the Bidder or which may, in his opinion, be impossible to comply with, the Bidder is urged to immediately notify the Owner/Designee. If it is considered necessary and time permits, an addendum will be forwarded to each holder of the bid package to clarify the question. However, notwithstanding the foregoing, bidders may not rely on verbal information furnished by any Designee or Employee of the City. All requests for information must be made in writing, addressed to "Owner's Purchasing Director" or his Designee at Purchasing@Pinellas-Park.com.

The bidder, by and through the submission of a bid, accepts responsibility for having theretofore examined the site, the location, and route of all proposed work and for having satisfaction as to the character of the route, the location, surface and underground obstructions, and all other physical characteristics of the work in order to include in the prices of the bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in doing the proposed work.

QUALIFICATIONS OF BIDDERS

Bidders shall have received bid document(s) from the Purchasing Division. The Owner/Designee may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Designee any additional information and financial data for this purpose as the Owner/Designee may request. The data shall include a detailed and up-to-date list of plans and equipment the bidder proposes to use, indication of which portions he already possesses and a detailed description of the method and program of the work he proposes to follow. A pre-award inspection of the bidder's facility may be made prior to the award of the contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods, and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Pinellas Park, Florida.

The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance and experience with the City and any other governmental entity within the State of Florida in making the award in the best interest of the City.

The City may require bidders to show proof that they have been designated as an authorized representative of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's submission may render the bid non-responsive.

The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation in order to comply with this demonstration of competency section.

PREPARATION OF BIDS

Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures, if applicable, with amounts extended and totaled; and no changes shall be made in the phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Any bid may be deemed non-conforming which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The time of completion of the work performed under the contract will be the number of calendar days stated from the date of the Notice to Proceed. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or corporation, the name and addresses of the partners or officers must be entered on the form. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers thereof.

BID SECURITY

Each bid must be accompanied by a deposit of not less than **five percent (5%)** of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, cashier's check, or bid bond payable to the Owner. Within 90 days after the formal opening of bids, checks or bid bonds, will be returned except the bid security of the successful bidder. The bid security of the successful bidder will be returned without interest when the Contract has been approved and executed.

RECEIPT AND OPENING OF BIDS

Sealed bids will be received as stated in the "Notice of Bid" and then publicly opened and read aloud. Bids shall be made on the forms enclosed and submitted in a sealed envelope addressed as indicated in the "Notice of Bid."

ANALYSIS OF BID PRICES

Before award of the Contract, if requested, any bidder shall furnish to the Owner an analysis of his bid prices.

CHANGES IN PROJECT SCOPE

The bidder is advised that the Owner/Designee reserves the right to delete or add to any item or items of the work, which, in his opinion, is in the best interest of the City. Assurance is granted that such change will not exceed twenty-five percent (25%) of the Contract award.

RIGHT TO ACCEPT AND REJECT BIDS

The Owner/Designee reserves the unqualified right, in the Owner/Designee's sole and absolute discretion, to reject any and all bids, which in the Owner/Designee's sole and absolute judgment will, under all circumstances, best serve the public interest. A bid may not be accepted from, nor any contract awarded to, any person or firm, which is in default or in arrears to the City of Pinellas Park upon any debt or contract or which is in default as a surety or otherwise in default upon any obligation to the City of Pinellas Park.

ACCEPTANCE OF BID AND AWARD OF CONTRACT

Within ninety (90) days after the opening bids, the Owner/Designee will accept one of the bids or will act in accord with the "Right to Accept and Reject Bids" paragraph of this Information for Bidders. The acceptance of the bid will be by notice in writing signed by the Owner/Designee and mailed to or delivered at the office designated in the bid.

SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the successful bidder shall deliver to the Owner/Designee an executed bond in the amount of <u>one hundred percent (100%)</u> of the accepted bid as security for faithful performance of his Contract, and for payment of all persons performing labor or furnishing equipment, supplies or materials in connection therewith, and have as Surety thereon such company or companies approved by the Owner/Designee and authorized to transact business in the state where the work is located.

If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond and insurance policies properly signed by the Contractor, Insurance Company and the Surety or Sureties satisfactory to the Owner/Designee, the bidder shall be deemed to be in default, and the Owner/Designee will retain his bid security as liquidated damages, but not as a penalty.

If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued.

BID SUBMITTAL CHECKLIST

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

Items are checked if they are required with your bid submittal 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 BID	SUBMIT PRIOR TO AWARD
	Bid Bond	2	√	
	E-Verify Registration	2	√	
	Sunbiz Registration	2	√	
	Florida DBPR Registration	3	√	
	Proof of Insurance	18	√	
	Indemnification and Hold Harmless Agreement	27	√	
	Public Entity Crimes Statement	28	√	
	Non-Collusion Affidavit	30	√	
	Trench Safety	31	√	
	Bid Summary Form	32	√	
	Addenda Acknowledgement Form (if applicable)	34	√	
	Statement of No Bid (if applicable)	35	√	
	Initial Bid 22/008 Addenda	45-48		
	Public Construction Bond			√
	Certificate of Insurance			√
	W-9			√

CONSTRUCTION CONTRACT GENERAL TERMS AND CONDITIONS

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DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

OWNER: CITY OF PINELLAS PARK

PINELLAS COUNTY, FLORIDA

CONTRACTOR: The person, firm, or corporation with whom this Contract is

executed by the Owner.

DESIGNEE: The City Manager of the City of Pinellas Park, or the person so

designated in writing.

SUBCONTRACTOR: Any person, firm, or corporation other than the Contractor

supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations

with the Contractor, but not with the City.

SURETY: Any person, firm, or corporation that has executed the Contractor's

performance bond securing the performance of this Contract.

SCOPE OF WORK: The detailed written description of the work.

PROJECT: The entire service to be performed as set forth in the Contract

Documents.

NOTICES & CLAIMS: A notice is defined to be information rendered by either party to

the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed

not to have been given by the Contractor to the Designee.

OWNER'S City of Pinellas Park
ADDRESS Purchasing Division
FOR NOTICES: P.O. Box 1100

Pinellas Park, FL 33780-1100

DRAWINGS

(a) Checking of Drawings and Dimensions

The Contractor shall immediately check all drawings furnished upon their receipt and shall promptly notify the Designee in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall be like effect as if shown or mentioned in both.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require.

(b) Copies of Drawings and Specifications Furnished

The Designee will furnish to the Contractor, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. Additional copies of the plans and specifications may be obtained from the Designee upon payment of reproduction costs. One complete set of all drawings and specifications provided to the Contractor as aforementioned shall be maintained at the job site by the Contractor and shall be available to the Designee at all times.

PRECONSTRUCTION CONFERENCE

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling Shop Drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

NOTICE TO PROCEED

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Notice to Proceed will include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

PROGRESS, REPORTS, AND CONTROL OF THE WORK

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in electronic file format utilizing Microsoft Project format or other Owner approved equal electronic file format, and shall include a schedule and charts of work to be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision. The Designee shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, and the approximate number of crews and equipment to be used. The Designee, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Designee with each monthly pay request a summary report of the progress of the various parts of the work under the Contract, in fabrications and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Designee's review and approval. Additional detailed schedules may be required by the Designee for daily traffic control.

APPROVAL OF SUBCONTRACTS

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

PROSECUTION OF WORK

The work shall be executed at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency of any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

WORKMANSHIP, MATERIALS, AND WORKERS

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the

work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within 48-hours of the event or incident causing the delay, and as otherwise provided by the definition of "Notice."

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of "Notice."

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

RIGHTS AND RESPONSIBILITIES OF THE OWNER DURING CONSTRUCTION

(a) Surveys and Lands for Work

The Owner shall provide the lands upon which the work under this Contract is to be done. The Contractor shall provide all necessary additional land required, together with access to same, for the erection of temporary construction facilities and storage of his material. The Owner shall furnish all land survey data available for this project. The Contractor shall employ a surveyor registered in the State of Florida to lay out the work and to certify the As-Built drawings and to reset any survey monument's section corners, etc., which are overlayed or destroyed during paving/milling. The Owner/Designee may waive the above requirement of retainment of a surveyor and certification of the As-Built drawings but only in a writing signed by Owner/Designee.

(b) Use of Completed Portions

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) The Owner's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee. All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments, which are due or will become due, and suspend the work until such orders are complied with.

(e) No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the

Owner shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or, in the Owner's sole discretion, he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor that remain on site, and finish the work by whatever method he may deem expedient. If the Owner takes possession of materials, equipment, tools, construction equipment and/or machinery in order to complete the Project, the Owner will be liable to the Contractor for the reasonable use of such items. If the direct and indirect costs of completing the Project, including compensation for additional professional services, exceeds the unpaid balance of the contract price, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the BOND provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his SURETY, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his SURETY waive all rights of exemption.

Upon seven (7) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of god or force majeure. An "act of God" or "force majeure" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

RESPONSIBILITIES OF THE CONTRACTOR

(a) Contractor's Representative

The Contractor shall keep on the site, or the work during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Designee. The superintendent shall not be changed except with the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention.

(b) Contractor's Understanding

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfaction as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Designee, in writing, and the Designee shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk. See definition of "Notice."

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place, and shall at once report in writing to the Designee any discrepancy between the executed work and the drawings. See definition of "Notice."

(c) Quality of Material, Equipment, or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered to be defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

(d) Permits, Licenses, And Regulations

Governmental Permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously

secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by Public authority or local conditions. He shall provide reasonable maintenance of traffic ways for the Public and preservations of the continuation of the Owner's services to the Public, taking into full consideration all local conditions.

In case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after 48-hours notice in writing to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structure, grade lines, and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes, and other controlling points necessary for the proper prosecution of the construction work. These stakes and marks shall constitute the field control by and in accord with which the contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes and marks and if, for any reason, any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor free of charge.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by the Contractor, the Contractor may, upon thirty (30) days written notice

to the Owner, terminate his contract and recover from the Owner payment for all work executed and any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in <u>Contractor's Right to Terminate Contract</u>, the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment and supplies at his own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated, and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility as Bidder to determine these requirements prior to submitting his bid so that his submission reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic. In addition, the contractor shall hire or have on staff a Certified Advanced Level Supervisor (Certified Work Zone Supervisor) recognized by the ATSSA (American Traffic Safety Services Association) or the IMSA (International Municipal Signal Association).

THE AUTHORITY AND DUTY OF THE CITY MANAGER APPOINTED DESIGNEE

(a) Authority of the Designee

The work shall be subject at all times to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall make a determination as to whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

(b) Inspection and Examination of the Work

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner

under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

WORK BY OTHERS

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

INSURANCE REQUIREMENTS

Please provide proof of insurance evidencing ability to provide required insurance.

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by Risk Management Division, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Contractor's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether

such operations are by the insured or by anyone directly or indirectly employed by the Contractor, and also against any of the special hazards which may be encountered in the performance of this Contract.

Limits of Insurance

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

Automobile Liability

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

Workers' Compensation

Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident
- \$500,000 Disease Policy
- \$100,000 Disease Each Employee

Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

E-VERIFY

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.





Hi Courtney,

Below is a screenshot showing your client ID and current address. Unfortunately, the document you sent over (the MOU) will not change with an updated address. It will show the same address as when it was signed.

Evolution Contracting LLC

Yiew Company Profile Terminate

Street Address

City, State, and Zip

Company ID

Unique Entity Identifier (UEI)

28059 US Highway 19N 304

Clearwater, FL 33761

1801403

If there is anything else I can do, please let me know.

Thank you,

Fiffany Felkins | Junior Compliance Specialist



Banks and the Federal Reserve will be closed on

MONDAY, JANUARY 16

FrankCrum will be open.

Los bancos y la Reserva Federal estarán certados el lunes 16 de enero por el Dia de Martin Luther King, Jr. FrankCrum estará abierto.







Company ID Number: 296542 Client Company ID Number: 1801403

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Evolution Contracting LLC	
Name (Please Type or Print) Michael Justice	Title
Signature	Date
Electronically Signed	02/28/2022
E-Verify Employer Agent	
FrankCrum 1, Inc.	
Name (Please Type or Print)	Title
Michael Justice	
gnature Date	
Electronically Signed	02/28/2022
Department of Homeland Security – Verificatio	n Division
Name (Please Type or Print) USCIS Verification Division	Title
OSCIS Vermoation Division	
Signature	Date
Electronically Signed	03/01/2022
L	



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Company ID Number: 296542

Client Company ID Number: 1801403

Information Required for the E-Verify Program		
Information relating to your Company:		
Company Name	Evolution Contracting LLC	
Company Facility Address	2401 Stirling Circle 409 Dunedin, FL 34698	
Company Alternate Address	2401 Stirling Circle 409 Dunedin, FL 34698	
County or Parish	PINELLAS	
Employer Identification Number	874148231	
North American Industry Classification Systems Code	236	
Parent Company		
Number of Employees	1 to 4	
Number of Sites Verified for	1 site(s)	





Client Company ID Number: 1801403 Company ID Number: 296542

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name

Thomas Pavel

Phone Number 8137274497

Fax

Email

TPavel@EVContracting.com

CHANGES

(a) Compliance with Specifications and Drawings

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

(b) Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways: (a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

- a. Labor, including foremen,
- b. Materials entering permanently into the work,
- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
- d. Power and consumable supplies for the operation of power equipment,
- e. Insurance and Social Security, old age and employment contributions, and
- f. 15% overhead and profit.

As a result of the preceding requirements, a written Change Order will be prepared by the Designee in a form to be approved by the Public Works Administrator.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

PAYMENTS TO THE CONTRACTOR

(a) Monthly Payments to the Contractor

The Contractor shall plan his work for construction on the basis of six (6) monthly provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form (Application and Certificate for Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting ten percent (10%) and all previous payments shall be due and payable to the Contractor within twenty (20) days after

presentation of the estimate to the Owner/Designee. It is understood that payments for material stored do not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodic Pay Estimate signed by the contractor shall be his binding bid.

(b) Correction of Work before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment nor any part of the remaining accrued retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is ready for final inspection. The Designee will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Designee determines the project or portion thereof is ready for final inspection, the Designee will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the Designee, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Designee will then, pursuant to such inspection and reinspection, certify to the Owner as to completion of final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Designee.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has

satisfaction as to compliance with the terms of the Contract and has received certification of final inspection, Owner will notify the Contractor of final acceptance by the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of final request for payment and certify the amount of this approval. The Owner will then make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

The Contract will be considered complete when all work has been finished, the final inspection certified by the Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

WARRANTY AND GUARANTEE PROVISIONS

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined above in Completion of Contract, to be free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of one (1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

Unless otherwise directed in the Special Provisions, the Contractor shall provide a maintenance bond in the amount of 10% of the total Contract price for a period of one (1) year after completion of the Contract.

EXISTING UTILITIES

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed.

The following is a list of known utilities and their owners:

Electric Towers, Poles, Power Lines	Duke Energy (Progress Energy Corp)	
Telephone Poles, Lines & Cables	Frontier Communications	
Water Mains, Sewer & Reclaim Lines	City of Pinellas Park,	
	City of St. Petersburg &	
	Pinellas County,	
	Pinellas Park Water Mgmt. District	
Fiber, Conduit & Signal Cable	Pinellas County Highway/Engineering	
Cable, Telephone & Fiber	Charter Spectrum	
Gas Mains	TECO/Peoples Gas Co./Clearwater Gas	

CLAIMS AND DAMAGES

(a) Requirement for Notice

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

(b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duties of the City Manager Appointed Designee on page 17. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work on page 20. See definition of "Notice." No claim shall be valid unless so made.

(c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall not be considered valid. See definition of "Notice."

(b) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500) for contracts less than One Million Dollars (\$1,000,000) and One Thousand Dollars (\$1,000) for contracts greater than One Million Dollars (\$1,000,000) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

INTERPRETATION OF CONTRACT

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or provisions.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

SANITARY REGULATIONS

Adequate sanitary conveniences for the use of persons employed on the worksites are required for all construction contracts. These conveniences shall be maintained at all times. Upon completion of the work, they shall be removed from the premises.

INSPECTION

(a) Testing of Materials

The Contractor shall pay for all laboratory tests required at the Project site or for laboratory tests required on materials already delivered to the site. The Contractor shall pay for all laboratory tests that fail to meet the required specifications. Copies of tests or certifications on pipe, brick, or other materials made at the factory shall be furnished in triplicate to the Designee. Test reports on equipment shall be approved by the Designee before the equipment covered by the tests is delivered to the Project site. Tests requirements are set out in the detailed specifications for the particular material. Retesting of any material, work, or equipment that may have failed any previous test shall be paid for by the Contractor.

(b) Soil Compaction Tests

Soil compaction tests will be paid for by the Owner. Retesting of tests that fail will be paid for by the Contractor.

(c) Inspection

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

(d) Placing of Concrete

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

(e) Weather

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

(f) Work Days

The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. If such work, in the opinion of the Designee, will require the presence of a City Inspector, the Contractor shall pay the City for each inspector assigned. All additional inspection and engineering hours required for the project construction will be billed to the Contractor in accordance with the current rates as established in the City's Administrative Fee Schedule as of the date the service is performed.

FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor's responsibility to conform to all provisions of Federal, State, Municipal and Local Laws including but not limited to the Fair Labor Standards Act and Minimum Wage requirements, rules, laws, and/or regulations.

SAFETY AND HEALTH REGULATIONS

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

APPRENTICES

In accordance with the spirit of the guidelines provided by Florida Statute Chapter 446, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this Contract:

- (a) Contractor or supplier agrees to make a diligent effort to hire for the performance of the Contract a number of apprentices or trainees in each occupation, which bears, to the average number of journeymen in that occupation to be employed in the performance of the Contract the ratio of at least one apprentice or trainee to every five journeymen.
- (b) Contractor or supplier agrees, when feasible, to assure that 25 percent (25 %) of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.
- (c) Contractor or supplier agrees to submit, at three-month intervals to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed, race of all apprentices, the number of apprentices or trainees in their first year of training, and total hours of work of all apprentices, trainees, and journeymen.
- (d) Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first-year apprentices or trainees, other apprentices or trainees, and journeymen.

SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

After the Execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

- a. That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.
- b. That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

No request will be considered unless submitted in writing to the Owner, and approval of the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution. In all cases, the burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Designee, who will make recommendations to the Owner and, unless the proof is satisfactory to the Owner, the substitution will not be approved.

Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved, for it will be considered that the contractor in his bid has named equipment and/or material on which he has received bids from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

SALVAGED EQUIPMENT AND MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

INDEMNIFICATION AND HOLD HARMLESS

Bid 22/008 - Sanitary Sewer Lift Stations #5 and #7 Rehabilitation

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

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.

Contractor <u>trelution</u> <u>lentracting</u> , <u>LLC</u>
Address 18059 US Hyhway 19N #364 Clearwater, Fl 33761
Date 2/7 13
Print Name Thomas Parel
Signature The C
Title Founder 4 CEO

President, Vice-President, or Treasurer

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to the City of Pinellas Park

1.

	by Thomas Payel Founder 4 CEO (print individual's name and title)
	for Evolution Cuntracting LLC (print name of entity submitted sworn statement)
	whose business address is: 28059 US Hyhway 19 N #304
	Clearwater, FL 33741
	and (if applicable) its Federal Employer Identification Number (FEIN) is 87 - 4148231
	(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:,)
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), <u>Florida Statutes</u> means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5.	I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods of services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

 Based on information and belief, the statement which I have marked below is true in relation to the er submitting this sworn statement (indicate which statement applies) 	ntity
Neither the entity submitting this sworn statement, nor any of its officers, directors, executive partners, shareholders, employees, members, or agents who are active in the management of the entity and convicted of a public entity crime subsequer July 1, 1989.	ntity,
The entity submitting this sworn statement, or one or more of its officers, directors, executive partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequer July 1, 1989.	ntitv.
The entity submitting this sworn statement, or one or more of its officers, directors, executive partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the Statement of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the Statement of the convicted vendor list. (attach a copy of the final order)	ntity, nt to State
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FOR IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THE AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF A CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.	ORM HAT
The C	
STATE OF Signature	
STATE OF Finellas Signature	
The foregoing instrument was acknowledged before me by means of physical presence or online	
notarization, this 1 day of February, 2023, by Thomas Parel	
(Name of person acknowledging)	
Who is personally known to me or who has produced	
as identification.	
Notary Public	
COURTNEY WILSON Notary Public - State of Florida Commission # HH 271091 My Comm. Expires Jun 4, 2026 Bonded through National Notary Assn. (Notary Seal)	
My Commission Expires	

NON-COLLUSION AFFIDAVIT

BID 22/008 - SANITARY SEWER LIFT STATIONS #5 AND #7 REHABILITATION

State of Florida	
County of Pinellas	-
Thomas Parel	, being first duly sworn, deposes and says
that he is Founder & CEO	of Evolution Contracting, LLC
not financially interested in or otherwise affiliated contract; that said bidder has not colluded, consother bidders or person, to put in a sham proposhas not in any manner, directly or indirectly, so conference, with any person to fix the bid or affiant element of said bid, or that of any other/bidder, or Florida, or any person or persons interested in the said bid are true; and further, that such bidder has	l is genuine and not collusive or sham: that said bidder is d in a business way with any other bidder on the same spire, connived, or agreed, directly or indirectly, with any al/bid or that such person shall refrain from bidding, and bught by agreement or collusion, or communication, or at or any other bidder, or to fix any overhead, profit or cost to secure any advantage against the City of Pinellas Park, e proposed contract; and that all statements contained in not directly or indirectly submitted this bid, or the contents ereto to any association or to any member or agent thereof.
State of Florida	Affiant
County of Pinellas	
The foregoing instrument was acknowledged before	ore me by means of physical presence or □
online notarization, this 1 day of February	, 2023, by Thornal Parel (Name of person acknowledging)
Who is personally known to me or who has produ	
as identification.	(Type of Identification)
Notary	Public
My Con	COURTNEY WILSON Notary Public - State of Florida Commission # HH 271091 My Comm. Expires Jun 4, 2026 Bonded through National Notary Assn. MMISSION Expires

FLORIDA TRENCH SAFETY

BID 22/008 - SANITARY SEWER LIFT STATIONS #5 AND #7 REHABILITATION

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

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost

*TOTAL	s	a	

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

Thomas Pavel Evolution Contracting LLC
Bidding Contractor Name

Bidding Contractor Signature

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

BID SUMMARY FORM

BID 22/008 - SANITARY SEWER LIFT STATIONS #5 AND #7 REHABILITATION

Bid of _	Sanitary	Seme	Lift Station +	5447
(1)	lame)			
Address	Pinellas	Park	FL	33780
	(City)		(State)	(Zip Code)

To: Purchasing Division

City of Pinellas Park 8000 60th St. N.

Pinellas Park, Florida 33781

The undersigned, as bidder, hereby declares that the only persons interested in this bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site(s) of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans for the work and other Contract Documents relative thereto and has read all of the addenda furnished prior to the opening of the bids, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this bid is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work covered by this bid and other Contract Documents for the execution of <u>Bid 22/008 - Sanitary Sewer Lift Stations #5 and #7 Rehabilitation</u> and to furnish the prescribed construction bond for no less than the total bid offered.

The bidder agrees to furnish within ten (10) days after notification of the award of the Contract, the Performance, Payment and Guaranty Bond Form as specified in the Contract Documents written by a reputable surety company acceptable to the Owner and authorized to do business in the State of Florida and Pinellas County. Said bond will be furnished for not less than the total bid offered, the premium of the bond to be paid by the Bidder.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and furnish the said Bond within ten (10) days after being notified of the award of the Contract, the check or Bid Bond accompanying the bid, and the money payable thereon, will be retained as liquidated damages, but not as a penalty; otherwise, the check or Bid Bond will be returned to the undersigned.

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

The bidder also agrees to reimburse the Owner as liquidated damages, for each calendar day elapsing between the date specified for full completion and the actual date of such completion, the sum specified in the General Conditions.

Attached is a cashier's check on the
Bank ofor a Bid Bond
for the sum of 5% of gav mountying bid (\$19,300)
Dollars (\$), according to the requirements of these Contract Documents.
Exceptions and/or deviations:
I have received, read, and understand all specifications and requirements.
Evolution Contracting, LLC
(Company Name)
Thomas Pavel Founder 4 CED
(Name and Title of Authorized Company Official)
Bidder's Mailing Address:
28059 US Highway 19N #304
Clearwater, Fl 33761
Email Address: estimating evantracting com
Phone Number: 127 - 269-8587
Thorie Number.
The name of the executive who will give personal attention to the work:
Thomas Parel
The superintendent, project manager, or foremen who will exercise direct personal control of the work:
Thomas Pave)
Total Bid Amount: \$
TOTAL DIA AINOUIR. P

ACKNOWLEDGEMENT OF ADDENDA

Initial Bid 22/008 Addenda pa	ages 45-48 Signature	L.S.
Addendum No. 44 A #1	Signature Turk	L.S.
Addendum No. 44 123	Signature /	L.S.
Addendum No	Signature	L.S.
Addendum No	Signature	L.S.
Addendum No.	Signature	LS

CT A	 IENT			
- N I A	III NI L	E 3000	TAKE 3	1945 8 11 1

NOTE: If you do <u>not</u> intend to bid on the requirements, please return this form immediately.
City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100
We, the undersigned, have declined to respond to <u>Bid 22/008 - Sanitary Sewer Lift Stations #5 and #7 Rehabilitation</u> , for the following reasons:
Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
Insufficient time to respond to the Invitation to Bid.
We do not offer this product or service.
Our schedule would not permit us to perform.
Unable to meet specifications.
Unable to meet Bond requirement.
Specifications unclear (explain below).
Unable to meet Insurance requirements.
Remove us from your "Bidders List" altogether.
Other (specify below).
Remarks:
Company Name: Evolution Contracting, Ju
Signature:
Telephone: (1) 111 1158]
Date: 2 7 13

	CONSTRUCTION BOND NO.		
OWNER:	PRINCIPAL:		

City of Pinellas Park, FL 5141 78th Avenue North Pinellas Park, FL 33781 727.369.7700

PRINCIPAL:
Evolution Contracting, LLC
28059 US Highway 19 North
Suite 304
Clearwater, FL 33761
727.269.8587
SURETY:
Name:
Address:
Phone Number:

22/008 - Sanitary Sewer Lift Stations #5 and #7 Rehabilitation

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the <u>City of Pinellas Park, Florida</u>, a municipal corporation, herein called Owner, in the sum of <u>Three Hundred Eighty-Six Thousand Dollars (\$386,000.00)</u>, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section <u>255.05(2)</u>, Florida Statutes.

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

	Principal:	
	BY	
		(SEAL)
	(Print or Type Signature)	
	Surety:	
	BYAttorney-in-Fact	
		(SEAL)
	Florida Licensed Agent	
day of		, 2023.
	day of	(Print or Type Signature) Surety: BY Attorney-in-Fact

THE BOND MUST BE ATTACHED TO THIS FORM

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Before me, the undersigned authority, personally appeared
(Contractor) who was sworn and says that he is the Contractor who has
contracted with the City of Pinellas Park (Owner) to provide improvements on real property in
Pinellas County, Florida, described as:
The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract. All lienors under the above-described contract have been paid in full, except the undersigned Contractor.
Contractor (CORPORATE SEAL) STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online
notarization, thisday of, 2023, by
Who is personally known to me or who has produced
NOTARY PUBLIC
(Notary Seal)
My Commission Expires

CONTRACTOR'S FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that	(Contractor) County of
, City of, and State of	, do hereby acknowledge that (Contractor),
, this day has had	and received of and from the (Owner) the sum
of One Dollar (\$1.00) and other valuable consid	deration in full satisfaction and payment of all
sums of money owing, payable and belonging to	the Contractor by any means whatsoever, for
or on account of a certain agreement between the	ne said Owner and Contractor dated/
<u>/2023</u> .	
NOW THEREFORE, the said Contractor for myse	elf, my heirs, executors and administrators (for
itself, its successors and assigns) do by these p	resents remise, release, quitclaim and forever
discharge the said Owner its successors and a	
arising from or in connection with the said agreen	
action and actions, cause and causes of action a	
of money, accounts, reckonings, bonds, bills, s	
promises, variances, damages, judgments,	
whatsoever in law or equity, or otherwise which a	
assigns, the Contractor its heirs, successors and	
heirs, executors, or administrators)(it, its success have, for, upon or by reason of any matter cause	
world to the date of these presents.	or timing whatsoever, from the beginning of the
world to the date of these presents.	
	(CORPORATE SEAL)
Contractor	
STATE OF FLORIDA	
COUNTY OF PINELLAS	
The foregoing instrument was acknowledged before me by	means of □ physical presence or □ online
notarization, thisday of, 20	23, by, (Name of person acknowledging)
	(Name of person acknowledging)
Who is personally known to me or who has produced	(Type of Identification)
	(1) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
as identification.	
NOTARY PUB	BLIC
(Notary Seal)	
My Commiss	ion Expires

STATEMENT OF SURETY

In accordance with the provisions of the contract date	d, 2023, between
the City of Pinellas Park (Owner) of	and
(Contractor) of	, the
(Surety) Surety on the bond of Co	ontractor after a careful examination of the
books and records of said Contractor or after rece	eipt of an affidavit from Contractor, which
examination or affidavit satisfies this company that a	Il claims for labor and materials have been
satisfactorily settled, hereby approves of final paymer	nt of the said
(Contractor), Contractor, and	by these presents witnessed that payment
to the Contractor of the final estimates shall not relieve	the Surety Company of any of its obligations
to the Owner, as set forth in the said Surety Company	r's Bond.
IN WITNESSETH WHEREOF, the said Surety Com	pany has hereunto set its hand and seal
	, 2023.
Attest:	
/ III	(Seal)
	(Osai)
	By(President, Vice President)
	(President, Vice President)
Note: This statement, if executed by any person othe	r than the President or Vice President of the
Company, must be accompanied by a certificate of e	even date showing authority conferred upon

NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S FINAL INVOICE

the person so signing to execute such instruments on behalf of the Company represented.

CITY OF PINELLAS PARK, FLORIDA SANITARY SEWER LIFT STATIONS #5 AND #7 REHABILITATION

CONSTRUCTION CONTRACT NO. 22/008

This Agreement dated this	day of	, 2023,	by	and
between the City of Pinellas Park,	Florida, a municipal corporation, hereinafter	called th	e Ov	vner,
and Evolution Contracting, LLC , a	a corporation organized and existing under the	e laws of	the S	State
of $\underline{\textbf{Florida}}$, and hereinafter called th	e Contractor. WITNESSETH, the Owner and	the Contr	racto	r, for
the consideration stated herein, agree	ee as follows:			

ARTICLE I: Scope of Work

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 construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

ARTICLE II: Contract Price

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is <u>Three Hundred Eighty-Six Thousand Dollars (\$386,000.00)</u>, payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: Conditions

- 1. All of the decisions of the City Engineer and/or designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
- 2. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only for an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight (48) hours from the time of the beginning of the delay.

REVISED 2019 - CITY ATTORNEY

- 3. Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work, and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
- 4. Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within 180 calendar days.

ARTICLE V: Compliance with Public Records Laws

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727.369.0619, CITYCLERK@pinellas-park.com, 5141 78TH AVENUE NORTH, PINELLAS PARK, FLORIDA 33781.

Contractor shall comply with all public records laws, specifically to include:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE VI: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement of Bid, Notice of Bid, Information for Bidders, General Conditions, Insurance Requirements, Hold Harmless Agreement, Bid Form(s), Acknowledgement of Addendum, E-Verify Requirements, Public Construction Bond, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, Pinellas Park Agreement, and Specifications.

ARTICLE VII: Contractor's Affidavit

When all work contemplated by the Contract has be completed, inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's Affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Evolution Contracting, LLC	City of Pinellas Park <u>Pinellas County, Florida</u>
BySignature of Authorized Officer	By Sandra L. Bradbury, Mayor
Type or Print Signature	
ATTEST:	ATTEST:
Contractor's Attestor	By Diane M. Corna, City Clerk, MMC
Type or Print Signature	Approved as to form and correctness:
	City Attorney City of Pinellas Park
Corporate Seal	City Council Approved

lump sum bid rathe	g rebid due to an ins er than a line-item. Att er addendums that we	ached below on p	pages 47 through 49	9 are three
		45		

City of Pinellas Park

CITY of
Pinellas Park,
The Heart of Pin

Purchasing Department P.O. Box 1100 Pinellas Park, FL 33780-1100

Florida

Purchasing@Pinellas-Park.com Phone • 727.369.5712

Bid 22/008 Lift Stations #5 and #7 Rehabilitation Q&A #1 - 14 November 2022

1. **Question:** What size water lines/valves are you requesting? **Answer:** Water line and valve line items are referencing a 1/2" and 3/4" hose bib replacement and removal.

2. **Question:** What is the size/capacity of the lift station? **Answer:** 6912 (+/-) Gallons at normal level.

3. Question: What is the inside diameter of the wet well? **Answer:** Both wet wells are rectangular and measure 6.6' x 20' (+/- a few inches)

4. Question: What is the depth of the wet well? **Answer:** 21.5' (+/- a few inches)

5. Question: How many gallons per minute are pumped? (so we can have pump info) **Answer:** 800 GPM

6. Question: Where are we bypassing to? **Answer:** Lift Station pump out #5 and #7

7. Question: Will the bypass impact traffic/road crossings? **Answer:** Yes at both locations, more so at station #7

8. Question: Lids/Ladder material type? **Answer:** No lids as this station is enclosed within a small building. The ladder is aluminum.

City of Pinellas Park

k, FL

Purchasing Department P.O. Box 1100 Pinellas Park, FL 33780-1100

Florida

Purchasing@Pinellas-Park.com Phone • 727.369.5712

Bid 22/008 Lift Stations #5 and #7 Rehabilitation Q&A #2 - 15 November 2022

1. Question: Where are we bypassing # 5 to and #7 to when they are being worked on?

Pinellas Park, FL

Answer: Each Lift station has their own pump out location on site. The contractor will be required to pump from the king manhole to the pump out locations at each site isolating the lift station as it is being rehabilitated.

2. **Question:** What is the required thickness for calcium aluminate coating on Lift Stations? Per sewpercoat manufacturing specs is 1" that's what Pinellas Park is requesting? Please advise since due to the thickness of the coating we need the bypass pumping more longer.

Answer: We have updated our line item sheet to only include Epoxy coating solutions. Concrete pitting repairs will likely be required after sandblasting and cleaning is completed. After concrete pitting repairs have been made we would like the entire wet well interior coated with epoxy coating, making the best efforts to provide a tactile resistant texture where all foot traffic is expected.

3. **Question:** We see that Raven is called for here on this project. I wanted to know if you would except GML as an equal to coating.

Answer: We have no previous experience with GML products. If the bidder would submit a specification sheet with references to Purchasing@Pinellas-Park.com, we can review and provide an answer.

City of Pinellas Park

FL 3

Purchasing Department
P.O. Box 1100 Pinellas Park, FL
33780-1100

Florida

Purchasing@Pinellas-Park.com Phone • 727.369.5712

Bid 22/008 Lift Stations #5 and #7 Rehabilitation Q&A #3 - 18 November 2022

1. Question: What was the square footages of the wet well area to be coated?

Answer: The wet wells are confirmed as being accurate as was submitted in the first round of questions submitted. The caveat being that the top of the stair well was not included where the block walls are located. Care should be taken when adjusting for that additional square footage.

2. Question: What is an approved method for removing the pain and primer at the top of the stair well?

Answer: An industry approved standard practice is acceptable. Care should be taken as to protect the block and mortar as needed to ensure the contractor does not cause any damage to the structure of that material.

Inspector shall be notified and on site for the abrasion process with special consideration where block and mortar are involved.

3. Question: What are the pump flow rates for the 2 lift stations?

Answer: I cannot provide the flow rates at this time but I also have attached in this same email the pump curves for both lift stations. (Also uploaded to Demandstar, JR)

AB5

4 S#5

INSTALLATION OPERATION & MAINTENANCE MANUAL

AFPD1546.2 M105/4

CUSTOMER: WHARTON-SMITH, INC. JOB: PINELLAS PARK LIFT STATION #5

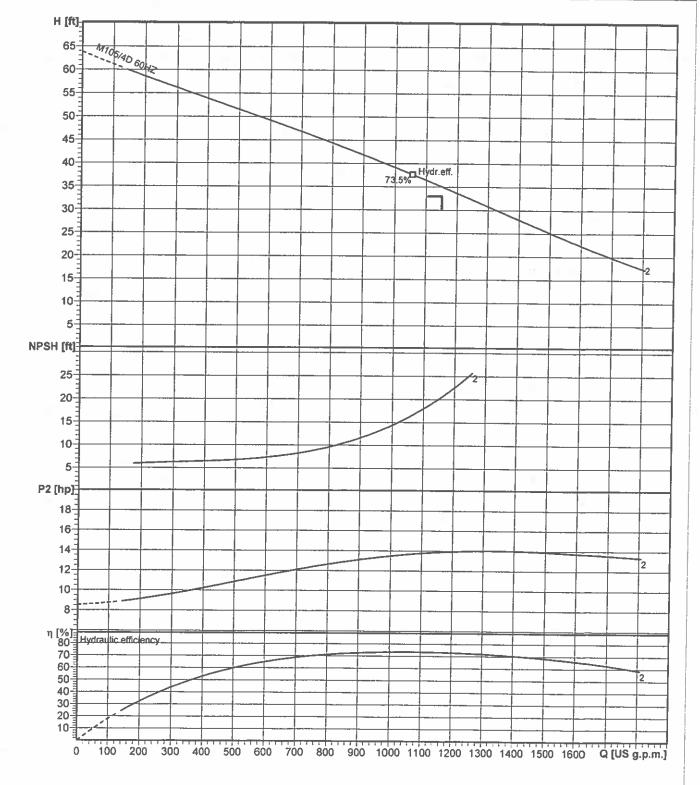


Pump performance curves AFP 1546 60 HZ

Curve number

Reference curve AFP1546

				Į.
PINELLAS PARK LIF	T STATION # 5	4	Discharge DN150	Frequency 60 Hz
Density	Viscosity	Testnorm	Rated speed	Date 2003-12-17
62.428 lb/ft³	0.000016813 ft²/s	Hydraulic Institute	1735 rpm	
Flow	Head	Rated power	Hydraulic efficiency 73.2 %	NPSH
1174 US g.p.m.	34.4 ft	13.9 hp		21.3 ft



Impeller size	N° of vanes	Impeller	Solid size	Revision	2003-08-07
9.37 inch	2	2-Channel ContraBlock impeller	3"		

AB5

INSTALLATION OPERATION & MAINTENANCE MANUAL

45#8

AFPD1046.1 M105/4

CUSTOMER: WHARTON-SMITH, INC. JOB: PINELLAS PARK LIFT STATION #8



Pump performance curves AFP 1046 60 Hz

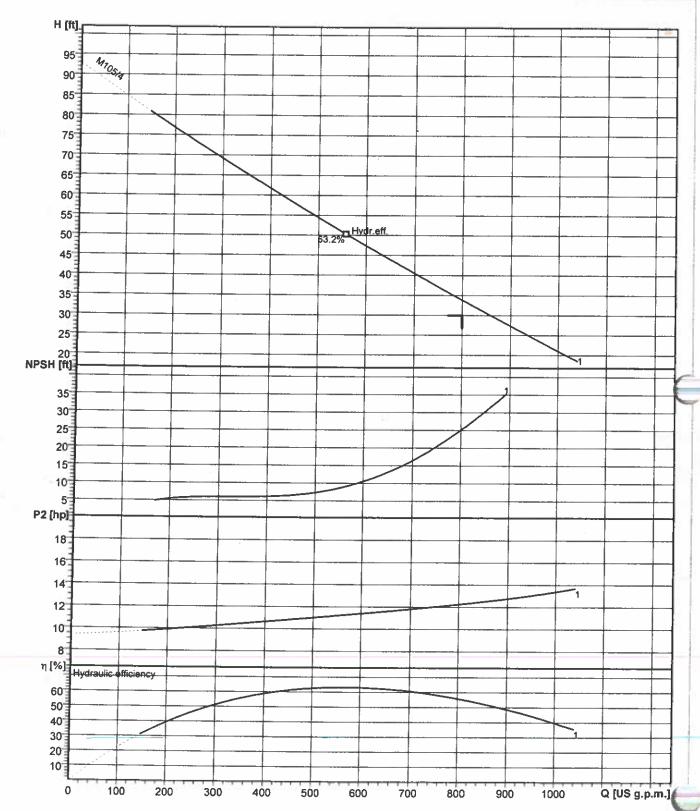
Curve number

Reference curve AFP 1046

 PINELLAS PARK LIFT STATION # 8
 Discharge DN100
 Frequency 60 Hz

 Density 62.428 lb/ft³
 Viscosity Viscosity 0.000016813 ft²/s
 Testnorm Hydraulic Institute
 Rated speed 1705 rpm 2003-12-17
 Date 2003-12-17







Bid Tabulation



Rebid 22/008 – Lift Stations #5 and #7 Rehabilitation

Bid Opening Date: 8 February 2023

Bid Opening Time: 10:00 A.M.

Bid Amount
\$386,000.00
\$436,000.00