



CITY HALL - P.O.Box 1100 PINELLAS PARK, FL
33780-1100

MEMO

To: Gary Moskaluk, Purchasing Director
From: Kyle Arrison, Construction Services Director
Date: April 21, 2023
Subject: Harmony Heights Design Build - 23/002

The Construction Services Division reviewed, discussed, evaluated and met with each of the qualified proposers for the Harmony Heights Design Build. Through this process, we have established the following ranking:
1) Keystone Excavators 2) MTM Contractors 3) Ajax Paving Industries of Florida.

Keystone offered the best proposal for: meet the project scope, timeline and budget.

Kyle B. Arrison
Construction Services Division
Desk: 727-369-5621
Cell: 727-647-0170
Karrison@Pinellas-Park.com, www.pinellas-park.com

CITY OF



PINELLAS PARK

● SIMPLY CENTERED ●

Design-Build 23.002

Harmony Heights Sidewalks

Community Development Block Grant

- B-19-MC-12-0066
- B-20-MC-12-0066
- B-21-MC-12-0066
- B-22-MC-12-0066

Keystone Excavators, Inc.

371 Scarlet Boulevard

Oldsmar, FL 34677

813.854.2342

Construction Services Division



I, MARCUS ERLING, representing

KEYSTONE EXCAVATORS, INC

agrees to review and acknowledge receipt of the following as a term of their bid award prior to contract (please initial):

1. ME Most recent Davis-Bacon Wage Determinations which will need to be placed in an accessible area for all laborers at the worksite;
2. ME Employee Rights poster which will need to be placed in an accessible area for all laborers at the worksite;
3. ME Make the U.S. Department of Housing and Urban Development Workers Pocket Guide accessible for all laborers at the worksite or to provide each laborer with a copy prior to beginning project;
4. ME Review the Davis-Bacon and Labor Standards Agency/Contractor Guide and agree to abide by the compliance laws and regulations as stipulated within the Guide;
5. ME Review the Davis-Bacon and Labor Standards Contractor Addendum and agree to abide by the compliance laws and regulations as stipulated within the Guide;
6. M.E. Agrees to provide weekly certified payroll by the owner of said company or his/her designee to the City of Pinellas Park Staff;
7. ME Agrees to allow City of Pinellas Park Staff to conduct weekly/bi-weekly/monthly interviews with laborers to ensure that the Davis-Bacon wage determinations are being strictly adhered to;



8. Mc Agrees to hire those considered Section 3 Workers or Targeted Workers when applicable and maintaining documentation including the following:

- Labor hour records of recipients and contractors, to determine the percentage of Section 3 workers and Targeted Section 3 workers in comparison to total labor hours.
- Lists of Section 3 workers or Targeted Section 3 workers employed by the recipient and/or its contractors during the period under review. This information should include: name of low- or very low-income individual; address; telephone number; date hired; position; and current status (employed, terminated, etc.).


Signature of Company Representative

3/22/23
Date

Signature of City of Pinellas Park Staff

Date

KEYSTONE EXCAVATORS, INC.

371 Scarlet Boulevard, Oldsmar, FL 34677
813-854-2342
CUCO 56698
LPSCV 725207000196

TRANSYSTEMS

TranSystems

Corporate
2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601
www.transystems.com

Clearwater
565 S. Hercules Ave
Clearwater, FL 33764
727-822-4151

4/12/2023

Purchasing Division
P.O. Box 1100
Pinellas Park, FL 33780-110
Purchasing@Pinellas-Park.com

Re: Design-Build 23.002
Harmony Heights Sidewalks

Dear Purchasing Division:

Keystone Excavators, Inc and Deuel & Associates (now Transystems) have been working together on municipal roadway projects for over 20 years. Our past clients include the City of Clearwater, City of Madeira Beach, Town of Belleair and a host of private companies.

Transystems is a full service Civil Engineering and Land Surveying company located in Clearwater. Keystone Excavators are experts in all facets of municipal construction and site development. Together our knowledge and work experience will allow us to meet the requirements of the Harmony Heights Neighborhood design build project.

Transystems and Keystone Excavators have fully read and understand the scope of the City of Pinellas Park Notice of Design/Build 23.002, Harmony Heights Sidewalks Notice to Bid.

Work Narrative:

- Deuel will need two weeks lead time for survey and starting construction plans, put SWFWMD on notice, NPDES permit, contractor to mobilize, MOT, resident noticing, video site, set staging area.
- Keystone Mobilization.
- Work on two roads at a time maximum. Sequence is as follows:
 - Build one street (concrete curb/gutter, sidewalks). Once finished start another street while simultaneously completing SOD restoration on the first street. Continue until all streets under project are finished. Finally, perform roadway base repairs and then mill and pave entire roadway in one mobilization to ensure tracking on new asphalt does not occur.
- Stripe asphalt and demobilize.

Sincerely,
Keystone Excavators, Inc.

By: *Jeff Truxton*

Jeff Truxton
Vice President

Sincerely,
TranSystems Corporation dba
TranSystems Corporation Consultants

By: *Brian A. Barker*

Brian A. Barker, P.E., M.S.E.M.
Vice President | Florida Land Development



**CITY OF PINELLAS PARK
NOTICE OF DESIGN/BUILD 23.002
HARMONY HEIGHTS SIDEWALKS**

The City of Pinellas Park is soliciting sealed bids from Florida licensed design-build firms until **10:00 A.M. EST on Wednesday, 5 April 2023** to furnish all services, labor, new and of good-quality materials, equipment, and construction required to replace and upgrade curbs, sidewalks, handicap ramps, and driveways as needed within the Harmony Heights Neighborhood.

This project has a budget of **\$1,478,213.00** and is funded by a Community Development Block Grant.

A **mandatory** pre-bid meeting is scheduled to occur at **10:00 A.M. EST on Wednesday, 22 March 2023** at the Public Works Operation Center located at 6250 82nd Avenue, Pinellas Park, FL 33781.

The expected project timeline is 70% of work must be completed by 1 August 2023 and 100% complete 270 calendar days from issuance of first Notice to Proceed.

Address any/all questions regarding this project to Purchasing@Pinellas-Park.com **no later than 10:00 A.M. EST on Wednesday, 29 March 2023**. Any bids received after the specified time and date will not be considered, unsealed bids will not be accepted. The City of Pinellas Park is not responsible for the United States Mail, private couriers, or messengers concerning bid delivery by the specified time. Do not email/fax/etc. any bid.

All bidders must submit one **(1)** unbound, single-sided original and three **(3)** copies bid forms, bid bond, and any/all attachments requested in this bid package. Bids should include an AIA G703 Continuation or equivalent which itemizes all costs. 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, 5 April 2023**. Sealed bids should be marked "**Bid 23.002 – Harmony Heights Sidewalks**"

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.

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.

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, 5 April 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.

This is a **Community Development Block Grant** project funded through the United States Department of Housing and Urban Development; therefore, Federal regulations including, but not limited to the following apply: Federal Labor Standards per 29 CFR parts 3 and 5, Procurement Procedures per 2 CFR Part 200, Affirmative Action to achieve Equal Employment Opportunity per 41 CFR 60 & Executive Order 11246, Clean Air Act per 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended per 33 U.S.C. 1251-1387, Executive Order 11738 and Environmental Protection Agency regulations per 40 CFR part 1500. The successful Bidder will be required to furnish and pay for a satisfactory one hundred percent (100%) contract performance and payment bond. Surety companies executing these bonds must appear in the US Treasury Department's most current list (Circular 570, as amended), and be authorized to transact business in the State of Florida. Details regarding these and other Federal Requirements are included in contract documents. Minority and Women Business Enterprises are encouraged to apply.

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 [E-Verify.gov](https://e-verify.gov). 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](https://myfloridabiz.com). 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](https://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.

City of Pinellas Park

Purchasing Division

P.O. Box 1100

Pinellas Park, FL 33780-1100

Purchasing @Pinellas-Park.com



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LICENSEE SEARCH OPTIONS

11:14:05 AM 4/25/2023

Data Contained in Search Results is Current As Of 04/25/2023 11:11 AM.

Search Results - 3 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Certified Underground Utility and Excavation Contractor	KEYSTONE EXCAVATORS INC	DBA	CUC056698 Cert Under	Current, Active 08/31/2024
License Location Address*: 371 SCARLET BLVD OLDSMAR, FL 34677 Main Address*: 371 SCARLET BLVD OLDSMAR, FL 34677				
Certified Underground Utility and Excavation Contractor	KEYSTONE EXCAVATORS, INC.	DBA	CUC1225782 Cert Under	Current, Active 08/31/2024
License Location Address*: 371 SCARLET BLVD OLDSMAR, FL 34677 Main Address*: 371 SCARLET BLVD OLDSMAR, FL 34677				
Construction Business Information	KEYSTONE EXCAVATORS, INC.	Primary	Business Info	Current
Main Address*: 371 SCARLET BLVD OLDSMAR, FL 34677				

[Back](#)[New Search](#)

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.276(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



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& Professional Regulation

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LICENSEE SEARCH OPTIONS

11:21:16 AM 4/25/2023

Data Contained In Search Results Is Current As Of 04/25/2023 11:20 AM.

Search Results - 8 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Continuing Education Provider - Approved	TRANSYSTEMS CORPORATION	Primary	813 CEP Approved	Current 05/31/2023

Main Address*: 2400 PERSHING ROAD KANSAS CITY, MO 64108

Engineering Business Registry	TRANSYSTEMS CORPORATION	Primary	7503 Registry	Current
-------------------------------	---	---------	---------------	---------

Main Address*: 2400 PERSHING ROAD #400 KANSAS CITY, MO 64108

Architect Business Information	TRANSYSTEMS CORPORATION	Primary	Business Info	Current
--------------------------------	---	---------	---------------	---------

Main Address*: 2400 PERSHING ROAD SUITE 400 ORLANDO, FL 32801

Real Estate Corporation	TRANSYSTEMS CORPORATION CONSULTANTS	Primary	CQ1067621 RE Corp.	Current, Active 09/30/2023
-------------------------	---	---------	--------------------	----------------------------

Address*:	License Location	3230 W. COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309
	Main Address*:	2400 PERSHING ROAD SUITE 400 KANSAS CITY, MO 64108

Engineering Business Registry	TRANSYSTEMS CORPORATION CONSULTANTS	DBA	7503 Registry	Current
-------------------------------	---	-----	---------------	---------

Main Address*: 2400 PERSHING ROAD #400 KANSAS CITY, MO 64108

Architect Business	TRANSYSTEMS CORPORATION CONSULTANTS	DBA	Business	Current
--------------------	---	-----	----------	---------

Information

Info

Main Address*: 2400 PERSHING ROAD SUITE 400 ORLANDO, FL 32801

Architect	TRANSYSTEMS CORPORATION CONSULTANTS OF FLA	DBA	AR97039 Architect	Null and Void, 02/28/2021
-----------	---	-----	----------------------	------------------------------

License Location Address*: 11259 E SHERIDAN AVE MESA, AZ 85212

Main Address*: 11259 E SHERIDAN AVE MESA, AZ 85212

Mailing Address*: 11259 E SHERIDAN AVE MESA, AZ 85212

Architect Business Information	TRANSYSTEMS CORPORATION CONSULTANTS OF FLA	Primary	Business Info	Current, Active
--------------------------------------	---	---------	------------------	-----------------

Main Address*: 2400 PERSHING ROAD, STE 400 KANSAS CITY, MO 64108

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*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Search

Business Name

keystone excavator

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Keystone Excavators, Inc		Open	06/22/2011		20 to 99	1	FL

Showing 1 to 1 of 1 entries. [CSV](#)

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

Search

Business Name

transystems

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Marin Transystems Inc		Open	06/18/2020		20 to 99	1	CT
TranSystems Corporation		Open	07/20/2007		500 to 999	23	CA, CT, FL, GA, IL, KS, MA, MO, OH, PA, SC, TX, VA
TranSystems Corporations	TranSystems Corporations	Open	12/06/2010		1,000 to 2,499	44	CA
Transystems Corporations		Open	01/20/2012		5 to 9	1	CA

Showing 1 to 4 of 4 entries. [CSV](#)



KEYSTONE EXCAVATORS INC

Unique Entity ID RD42A5NULJV1	CAGE / NCAGE 95N72	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 19, 2023	
Physical Address 371 Scarlet BLVD Oldsmar, Florida 34677-3019 United States	Mailing Address 371 Scarlet BLVD Oldsmar, Florida 34677-3019 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 12	State / Country of Incorporation Florida / United States	URL keystoneexcavators.com

Registration Dates

Activation Date Oct 21, 2022	Submission Date Oct 19, 2022	Initial Registration Date Aug 27, 2021
--	--	--

Entity Dates

Entity Start Date Sep 26, 1984	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types**Self Certified Small Disadvantaged Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	95N72

Points of Contact**Electronic Business**

✎	371 Scarlet BLVD
Nancy James, Office Manager	Oldsmar, Florida 34677
	United States

Government Business

✎	371 Scarlet BLVD
ROBERT C FORNWALT, Office Manager	Oldsmar, Florida 34677
	United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237110	Water And Sewer Line And Related Structures Construction

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$20,000,000.00

States	Counties	Metropolitan Statistical Areas
Florida	FL: Pinellas, Pasco, Hillsborough	FL: Tampa-St. Petersburg-Clearwater



TRANSYSTEMS CORP

Unique Entity ID ECU1LPF6WD83	CAGE / NCAGE 46G29	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 24, 2023	
Physical Address 2400 Pershing RD STE 400 Kansas City, Missouri 64108-2526 United States	Mailing Address 2400 Pershing RD STE 400 Kansas City, Missouri 64108-2526 United States	

Business Information

Doing Business as (blank)	Division Name Kansas City	Division Number 101
Congressional District Missouri 05	State / Country of Incorporation Missouri / United States	URL (blank)

Registration Dates

Activation Date Nov 1, 2022	Submission Date Oct 24, 2022	Initial Registration Date Oct 15, 2005
---------------------------------------	--	--

Entity Dates

Entity Start Date Apr 16, 1966	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

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Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
46G29

Points of Contact**Electronic Business**

✱
Julie Frigon, CFO

2400 Perhsing RD STE 400
Kansas City, Missouri 64108
United States

Julie Frigon

2400 Perhsing RD STE 400
Kansas City, Missouri 64108
United States

Government Business

✱
Julie Frigon, CFO

2400 Perhsing RD STE 400
Kansas City, Missouri 64108
United States

julie frigon

2400 Pershing RD, STE. 400
Kansas City, Missouri 64108
United States

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
541330
541310

NAICS Title
Engineering Services
Architectural Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

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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 City 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 Contract, the successful bidder shall deliver an executed bond to the Owner in the amount of **one hundred percent (100%)** 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 and authorized to transact business in the State of Florida.

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.

DESIGN-BUILD SERVICES PROCEDURE

- Upon receipt of bids on the specified date and time, the City will review all responses and select the bid that best meets the interests of the City.
- The Purchasing Division will deliver contract documents to the selected firm for signatures.
- Once signature documents, along with all other required contracts documents, are received by the City, Purchasing will send the contracts to City Hall and solicit City Council approval for contract execution.
- Upon contract execution, the City will issue the first Notice-to-Proceed for the design portion of the project.
- After design completion and permit acquisition, the selected firm shall submit plans to Project Management along with a revised G703 Continuation with an itemized cost for construction that shall not surpass the original Not-to-Exceed bid amount.
- If the final design and construction costs are acceptable to the City, the City will issue a second Notice-to-Proceed for the construction phase of the approved contract, not to exceed the original completion date.

BUILD AMERICA, BUY AMERICAN ACT

Contractors and subcontractors must adhere to the Buy America Act, as required by law for federally funded projects, requiring that a product be manufactured in the U.S. of more than 50 percent U.S. parts to be considered Made in USA for government procurement purposes, as required by law. For more information, review the Buy American Act at 41 U.S.C. §§ 10a-10c, the Federal Acquisition Regulations at 48 C.F.R. Part 25, and the Trade Agreements Act at 19 U.S.C. §§ 2501-2582.

SUSPENSION AND DEBARMENT

City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SCRUTINIZED COMPANIES LISTS

The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The City may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. City may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

NON-DISCRIMINATION

City of Pinellas Park will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City's Title VI/Nondiscrimination Coordinator through the office of the City Attorney.

DAVIS-BACON ACT

Current Davis Bacon wages are attached. Certified payroll must be submitted on a weekly basis and on-site interviews with laborers will take place to ensure that Davis-Bacon is enforced.

HUD SECTION 3 REQUIREMENTS

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75. Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that "to the greatest extent feasible," when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low and very low-income people and to businesses that are owned by low and very low-income persons or businesses that hire them. These opportunities are both gender and race neutral.

HARMONY HEIGHTS - PINELAS PARK

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
✓	AIA G703 or Equivalent	1	✓	
✓	Bid Security	1 and 5	✓	
✓	E-Verify Registration	2	✓	
✓	Sunbiz Registration	2	✓	
✓	Florida DBPR Registration	3	✓	
N/A	Revised AIA G703 or Equivalent	6	Post Design, Pre-Construction	
✓	Proof of Insurance	18	✓	
✓	Contractor's Indemnification and Hold Harmless Agreement	44	✓	
✓	Consultant's Indemnification and Hold Harmless Agreement	45	✓	
✓	Public Entity Crimes Statement	46	✓	
✓	Scrutinized Companies Certification	48	✓	
✓	Suspension and Debarment Certification	49	✓	
✓	Non-Collusion Affidavit	50	✓	
✓	Trench Safety	51	✓	
✓	Bid Summary Form	52	✓	
✓	Addenda Acknowledgement Form (if applicable)	54	✓	
	Statement of No Bid (if applicable)	55	✓	
	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.
DRAWINGS:	The drawings listed and described 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 ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division 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 or 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.

RIGHTS AND 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

City of Pinellas Park 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 Contractor's Right to Terminate Contract, 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 the ability to provide required insurance.

The Contractor and Consultant 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 or Consultant allow any subcontractor to commence any subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the bid submission.

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 and Consultant.

The Contractor's and Consultant'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 and Consultant'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, Consultant, and 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 or Consultant, and also against any of the special hazards which may be encountered in the performance of this Contract.

Contractor's Limits of Insurance

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

- Limits - \$2,000,000 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.

Consultant's Limits of Insurance

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

- Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

Professional Liability – Errors and Omissions

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000.00 General Aggregate
- \$1,000,000.00 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 Consultant, Contractor, and 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.

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 nine (9) 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 is satisfied 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 Duty 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.

Community Development Block Grant Federal Requirements

Bonding (2 CFR (200.304))

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

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

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

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

Termination (2 CFR (200.339))

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

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

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

Equal Opportunity Clause (41 CFR §60-1.4(b))

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising that said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract maybe canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to section 204 of Executive Order 11246 of September 24, 1965, to that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigations with a subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

"Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its Obligations under the

EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from an Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort

to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

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

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one

month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against persons because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

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

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

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

(1) Minimum wages:

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

Contributions made or costs reasonable anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits of the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits were appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 20 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the even the contractor, laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any consists reasonable anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding:

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

(3) Payrolls and basic records:

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0001401), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

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

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

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

(4) Apprentices and Trainees:

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid a not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency Recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices as less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 1 1246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5. 5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5. 12.

(8) Compliance with the Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(I).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U. S.C. §§ 1001 and 1010.

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

The following clauses are incorporated into this Agreement where applicable.

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- f. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contactor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- 4. Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
- 5. Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
- a. Clean Air Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6. **Suspension and Debarment**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the OWNER. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
 - a. The CONTRACTOR certifies to the OWNER that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.
- 8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
 - a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.

- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
13. **Access to Records**
- a. The contractor agrees to provide the City of Pinellas Park, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
14. **Domestic Preference.** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a [Federal award](#), provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- a. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

15. Build America, Buy American Act

Contractors and subcontractors must adhere to the Buy America Act, as required by law for federally funded projects, requiring that a product be manufactured in the U.S. of more than 50 percent U.S. parts to be considered Made in USA for government procurement purposes, as required by law. For more information, review the Buy American Act at 41 U.S.C. §§ 10a-10c, the Federal Acquisition Regulations at 48 C.F.R. Part 25, and the Trade Agreements Act at 19 U.S.C. §§ 2501-2582.

CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS

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 KEYSTONE EXCAVATORS, INC.

Address 371 SCARLET BLVD OLDSMAR, FL 34677

Date APRIL 12, 2023

Print Name JEFF TRUXTON

Signature 


Title VICE PRESIDENT

President, Vice-President, or Treasurer

CONSULTANT'S INDEMNIFICATION AND HOLD HARMLESS

By this agreement, Consultant agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant.

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 Tran Systems
Address 565 S. Hercules Ave, Clearwater, FL
Date 3/31/23 33764
Print Name Brian Barker
Signature 
Title Vice president

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.

1. This sworn statement is submitted to the City of Pinellas Park

by JEFF TRUXTON, VICE PRESIDENT
(print individual's name and title)

for KEYSTONE EXCAVATORS, INC
(print name of entity submitted sworn statement)

whose business address is:

371 SCARLET BLVD
OLDSMAR, FL 34677

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2447174

(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), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, 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 or 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

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

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

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

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

STATE OF FLORIDA

Signature

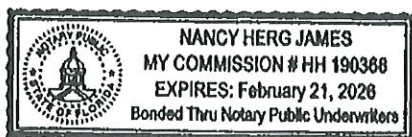
COUNTY OF PINELLAS

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

notarization, this 12th day of APRIL, 2023, by JEFF TRUXTON
(Name of person acknowledging)

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

Notary Public Nancy Herg James



(Notary Seal)

My Commission Expires _____

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

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

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

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

Name of Respondent: JEFF TRUXTON, VP

By: 
(Authorized Signature)

Title: VICE PRESIDENT

Date: APRIL 12, 2023

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(1) The Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Proposer's Authorized Official

JEFF TRUXTON, VICE PRESIDENT

Name and Title of Proposer's Authorized Official

APRIL 12, 2023

Date

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of PINELLAS

JEFF TRUXTON, being first duly sworn, deposes and says

that he is VICE PRESIDENT of KEYSTONE EXCAVATORS, INC.

The party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other bidders or person, to put in a sham proposal/bid or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the bid or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid, or that of any other/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

State of FLORIDA

County of PINELLAS

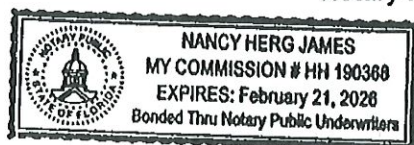
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐

online notarization, this 12th day of APRIL, 2023, by JEFF TRUXTON
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)

as identification.

Notary Public Nancy Herg James



(Notary Seal)

My Commission Expires _____

FLORIDA TRENCH SAFETY

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
SAFE SLOPES	LF	100	\$1.00	\$100.00

*TOTAL \$ 100.00

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

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

KEYSTONE EXCAVATORS, INC.
Bidding Contractor Name


Bidding Contractor Signature

BID SUMMARY FORM

Bid of KEYSTONE EXCAVATORS, INC.
(Name)

Address 371 SCARLET BLVD., OLDSMAR, FL 34677
(City) (State) (Zip Code)

To: Purchasing Division
City of Pinellas Park
P.O. Box 1100
Pinellas Park, Florida 33780-1100

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 **Design/Build 23.002 – Harmony Heights Sidewalks** 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 N/A

Bank of _____ or a Bid Bond

for the sum of 5% of TOTAL BID

Dollars (\$ 5%), according to the requirements of these Contract Documents.

Exceptions and/or deviations: _____

I have received, read, and understand all specifications and requirements.

KEYSTONE EXCAVATORS, INC
(Company Name)

[Signature]
(Name and Title of Authorized Company Official)

Bidder's Mailing Address:

371 SCARLET BLVD

OLDSMAR, FL 34677

Email Address: MARCUS@KEYSTONEEXCAVATORS.COM

Phone Number: 813-854-2342

The name of the executive who will give personal attention to the work:

JEFF TRUXTON

The superintendent, project manager, or foremen who will exercise direct personal control of the work:

OWEN WHITTAKER

Not-to-Exceed Bid Amount: \$ ~~3,081,545.10~~ \$ 2,998,220.10 JT

DESIGN-BUILD 23.002
HARMONY HEIGHT SIDEWALKS
ACKNOWLEDGEMENT OF ADDENDA

Clarification #1 - 02.01.2023 Signature  L.S.

Q&A #1 - 02.06.2023 Signature  L.S.

Q&A #2 - 03.22.2023 Signature  L.S.

Q&A #3 - 03.28.2023 Signature  L.S.

Q&A #4 - 03.29.2023 Signature  L.S.

Q&A #5 - 03.31.2023 Signature  L.S.

Q&A #6 - 04.03.2023 Signature  L.S.

STATEMENT OF NO BID

NOTE: If you do not 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 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: _____

Signature: _____

Telephone: () _____

Date: _____

PAYMENT AND PERFORMANCE BOND NO. _____

OWNER:

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

PRINCIPAL:

Keystone Excavators, Inc.
565 S. Hercules Avenue
Clearwater, FL 33764
813.854.2342

SURETY:

Name: _____

Address: _____

Phone Number: _____

Design-Build 23.002 – Harmony Heights Sidewalks

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of *One Million Four Hundred Seventy-Eight Thousand Two Hundred Thirteen Dollars (\$1,478,213.00)*, 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 255.05(2), 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:

BY _____
Attorney-in-Fact

(SEAL)

Florida Licensed Agent

Dated this _____ day of _____, 2023.

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 ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by _____
(Name of person acknowledging)

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

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 consideration 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 said Owner and Contractor dated _____ / _____ /2023.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated _____ / _____ /2023, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

(CORPORATE SEAL)

Contractor

STATE OF _____

COUNTY OF _____

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

notarization, this _____ day of _____, 2023, by _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)

as identification.

NOTARY PUBLIC _____

(Notary Seal)

My Commission Expires _____

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 2023, between the City of Pinellas Park (Owner) of _____ and _____ (Contractor) of _____, the _____ (Surety) Surety on the bond of Contractor after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment 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's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 2023.

Attest: _____

(Seal)

By _____
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

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

CITY OF PINELLAS PARK
Standard Form of Agreement Between
Owner and Contractor

STIPULATED SUM

AGREEMENT

Made as of the _____ day of _____ in the year of 2023.

BETWEEN Owner: **City of Pinellas Park**
5141 78th Avenue North
Pinellas Park, Florida 33781

And the Contractor: **Keystone Excavators, Inc.**
371 Scarlet Boulevard
Oldsmar, FL 34677

The Project is: **Design-Build 23.002 - Harmony Heights Sidewalks**
Community Development Block Grant
• **B-19-MC-12-0066**
• **B-20-MC-12-0066**
• **B-21-MC-12-0066**
• **B-22-MC-12-0066**

Architect/Engineer: **TranSystems**
565 S. Hercules Avenue
Clearwater, FL 33764

The Owner, Architect/Engineer and Contractor agree as set forth below.

REVISED 05/08 CITY ATTORNEY
REVISED 05/10 CITY ATTORNEY
REVISED 10/17 CITY ATTORNEY
REVISED 11/19 CITY ATTORNEY

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Notice of Bid, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Florida Trench Safety Act Acknowledgement (as needed), Sworn Statement of Public Entity Crimes, Public Construction Bond, Contractor's Affidavit and Contractor's Final Release of Lien, Project Plan Needs, Specifications, Drawings, Plans, Addenda, if any. All documents listed in this Agreement and Modifications issued after execution of this Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appear in Article 7 and Article 9 of this Agreement.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of paragraph 3.2 below is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a **NOTICE TO PROCEED** issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 Contractor shall achieve **70%** completion by **1 August 2023** and shall achieve **100%** completion of the entire work not later than **270** calendar days from issuance of Notice to Proceed.

TO BEGIN TEN (10) DAYS AFTER RECEIPT OF NOTICE TO PROCEED, subject to adjustments, as provided in the Contract Documents. In the event the project is not completed on time, the provisions of Claims and Damages on page 24 of the General Conditions shall apply.

ARTICLE 4 **CONTRACT SUM**

- 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, the **Not-to-Exceed** amount of *One Million Four Hundred Seventy-Eight Thousand Two Hundred Thirteen Dollars (\$1,478,213.00)*, subject to additions and deductions as provided in the Contract Documents and/or provided by Change Order.
- 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
- 4.3 Unit prices, shall be those referred to as submitted on the Contractors Summary Form as part of the Bid Proposal Form(s), and forming part of this contract.

ARTICLE 5 **PROGRESS PAYMENTS**

- 5.1 Based upon Applications for Payment submitted to the Owner/Designee by the Contractor and Certificates for Payment issued by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.3 Each Application for Payment shall be based upon the schedule of Values submitted by the contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner/Designee may require. This Schedule, unless objected to by the Owner/Designee, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total contract Sum allocated to that portion of the Work in Schedule of Values, less retainage of **five percent (5%)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in *Changes* on page 20 of the General conditions even though the Contract Sum has not yet been adjusted by Change Order:
- 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitable stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner/Designee, suitably stored off the site at a location agreed upon in writing), less retainage of **five percent (5%)**;

- 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4 Subtract amounts, if any, for which the Owner/Designee has withheld or nullified a Certificate for Payment as provided in ***Payments to the Contractor*** on page 21 of the General Conditions.
- 5.7 Reduction or limitation of retainage, if any, shall be as follows: None, with the exception of those considered within Florida State Statutes §255.078.

ARTICLE 6 **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner/Designee to the Contractor when (1) the Contract has been fully performed by the Contractor to satisfy requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Contractor; such final payment shall be made by the Owner/Designee not more than 30 days after the issuance of the Contractor's final Certificate for Payment, or as follows:

Provided that the Contract has at that time been fully performed and the Owner/Designee are in receipt of all signed close out documents including the Final Release of Lien, Statement of Surety from the Contractor's Surety, Contractors Affidavit and the approval of City Council.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract
- 7.2 Rate of interest agreed upon shall be zero interest.
- 7.3 Other provisions:

This Contract shall include, but not be limited to:

Surveys, Layouts, Design, Testing, Construction Plans and Specifications, Engineers, Consultants, Architects, Permitting and Approvals from all required agencies, ***Providing and furnishing all required labor, equipment, parts and material necessary for the Design/Build Services for Harmony Heights Sidewalks.*** All Phases of Design and Construction, Site Work, Supervision, Overhead, Profit and all Contract Documents listed in Article 1 and Article 9, which consist of this Agreement, Notice of Bid, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Florida Trench Safety Act Acknowledgement (as needed), Sworn Statement of Public Entity Crimes, Public Construction Bond, Contractor's Affidavit and Contractor's Final Release of Lien Specifications, Addenda, if any.

ARTICLE 8 **TERMINATION OR SUSPENSION**

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in ***Rights and Responsibilities of the Owner During Construction*** on page 13 and ***Rights and Responsibilities of the Contractor*** on Page 15 of the General Conditions.

8.2 The Work may be suspended only by the Owner as provided in ***Suspension of Work*** on page 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows and listed in Article 1 and Article 7 of this Agreement:

Notice of Bid, General Conditions, Hold Harmless Agreement, Bid Proposal Form(s), Florida Trench Safety Act Acknowledgement (as needed), Sworn Statement of Public Entity Crimes, Public Construction Bond, Contractor's Affidavit, Contractor's Final Release of Lien, Project Plan Needs, Specifications/ plans/drawings/as built designs/etc.

Addenda, If any

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Architect/Engineer and Contractor, as modified.

9.1.2 The Addenda, if any, are as follows:

<u>ADDENDA NUMBER</u>	<u>DATE</u>	<u>PAGES</u>
_____	_____	_____
_____	_____	_____

Any/all Addenda(s) pertaining to this project are intended to form part of the Contract Documents.

9.1.3 Other documents, if any forming part of the Contract Documents are as follows and listed in Article 1, Article 7, and Article 9 of this Agreement:

9.1.4 When all work contemplated by the Contract has been 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.

ARTICLE 10
COMPLIANCE WITH PUBLIC RECORDS LAW

IF THE CONTRACTOR HAS QUESTION 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.
2. 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 by the Owner in a format that is compatible with the information technology systems of the Owner.

This Agreement is entered into as of the day and year first written above and is executed in at least **five (5) original copies** of which one is to be delivered to the Contractor, four to the Owner/Designee for use in the administration of the Contract.

Keystone Excavators, Inc.

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Sandra L. Bradbury, Mayor

Type or Print Signature

ATTEST:

ATTEST:

Contractor's Attestor

By _____
Jennifer R. Carfagno, City Clerk, MMC

Approved as to form and correctness:

Type or Print Signature

City Attorney
City of Pinellas Park

Corporate Seal

City Council Approved

Request for Design Build Firm: Harmony Heights CDBG Upgrades

Purpose

The City of Pinellas Park is looking for a design build firm to replace and upgrade curb, sidewalks, handicap ramps, and driveways as needed within the Harmony Heights Neighborhood. This project is being funded by Community Development Block Grant funding.

Project Background

Harmony Heights Neighborhood is generally located north of 82nd Avenue N to 86th Avenue N, from 60th Street N to 52nd Street N. The neighborhood encompasses approximately 572 residential properties, 5.2 centerline miles of roadway, and four (4) channel crossings.

The project will be broken into multiple phases. Phase I is from 58th Street N to 55th Street N, from 82nd Avenue N to 86th Avenue N. Phase I encompasses approximately 1.05 centerlines of roadway and 192 residential properties.

Project Improvements

Phase I: Milling and surfacing of all roadways, replacement of all curbing to Type B curb, upgrading of all handicap ramps, replacement of any sidewalk with 5' sidewalk and installing 5' sidewalks in all areas without sidewalks.

Budget

Phase I budget is a maximum of \$1,478,213.00.

Deliverables

Design Documents

Design build firm is to provide all necessary and required documents for the successful construction of the project improvements. This shall include all plans, permits, as-builts and any other required documents.

Construction

All qualities should be provided in a per unit price for the project. Each design build team will account for and determine the quantities for all required project deliverables. All items must meet FDOT specifications.

Quantities

Design build firm is to field verify all quantities and familiarize themselves with the nature and location of requested work.

Regulatory Requirements

Permits

It will be the design build firm's responsibility to obtain all necessary and required local and state permits.

Compliance with Codes, Ordinances, Industry Standards

During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. For all federally funded or assisted contracts, the contractor shall comply in all respects with the Davis-Bacon Act.

Davis-Bacon Act

Current Davis-Bacon wages are attached. Certified payroll must be submitted on a weekly basis and on-site interviews with laborers will take place to ensure that Davis-Bacon is enforced.

HUD Section 3 Requirements

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75. Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that “to the greatest extent feasible”, when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low and very low income people and to businesses that are owned by low and very low income persons or businesses that hire them. These opportunities are both gender and race neutral.

Project Timeline

February 2023: Phase I work is let for RFP Process

March 2023: Phase I work is to begin.

August 1, 2023: 75% of work in Phase I is to be completed

City Project Team

Project Manager: Kyle B. Arrison, Director, *Construction Services*, *City of Pinellas Park*

Project Inspector: Amanda Ergler *Construction Services*, *City of Pinellas Park*

Construction Services
City of Pinellas Park
6250 82nd Avenue North
Pinellas Park, FL 33781



"General Decision Number: FL20220184 02/25/2022

Superseded General Decision Number: FL20210184

State: Florida

Construction Type: Highway

County: Pinellas County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0 01/07/2022

1 02/25/2022

* SUFL2013-045 08/19/2013

Rates Fringes

CARPENTER, Includes Form Work....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.59 **	0.00
ELECTRICIAN.....	\$ 21.80	0.00
FENCE ERECTOR.....	\$ 13.58 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 17.36	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.23 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.88	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 13.46 **	2.67
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.93 **	0.00
LABORER: Common or General.....	\$ 11.14 **	0.00
LABORER: Flagger.....	\$ 11.86 **	0.00
LABORER: Grade Checker.....	\$ 13.96 **	0.00
LABORER: Landscape & Irrigation.....	\$ 10.14 **	0.00
LABORER: Mason Tender -		

Cement/Concrete.....	\$ 12.37 **	0.56
LABORER: Pipelayer.....	\$ 13.76 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 15.54	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 13.94 **	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69 **	0.00
OPERATOR: Bulldozer.....	\$ 16.83	0.00
OPERATOR: Concrete Finishing		
Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57	0.00
OPERATOR: Crane.....	\$ 22.73	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 13.52 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 21.57	0.00
OPERATOR: Loader.....	\$ 16.14	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine		
Groundsman.....	\$ 16.20	0.00
OPERATOR: Milling Machine.....	\$ 14.89 **	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 13.94 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver		
(Guardrail/Fences).....	\$ 19.35	0.00

OPERATOR: Roller.....	\$ 13.41 **	0.00
OPERATOR: Scraper.....	\$ 11.74 **	0.00
OPERATOR: Screed.....	\$ 16.67	0.00
OPERATOR: Tractor.....	\$ 12.63 **	0.00
OPERATOR: Trencher.....	\$ 13.78 **	0.00
PAINTER: Spray.....	\$ 16.38	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 16.35	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.58 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.35 **	0.00

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION"

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

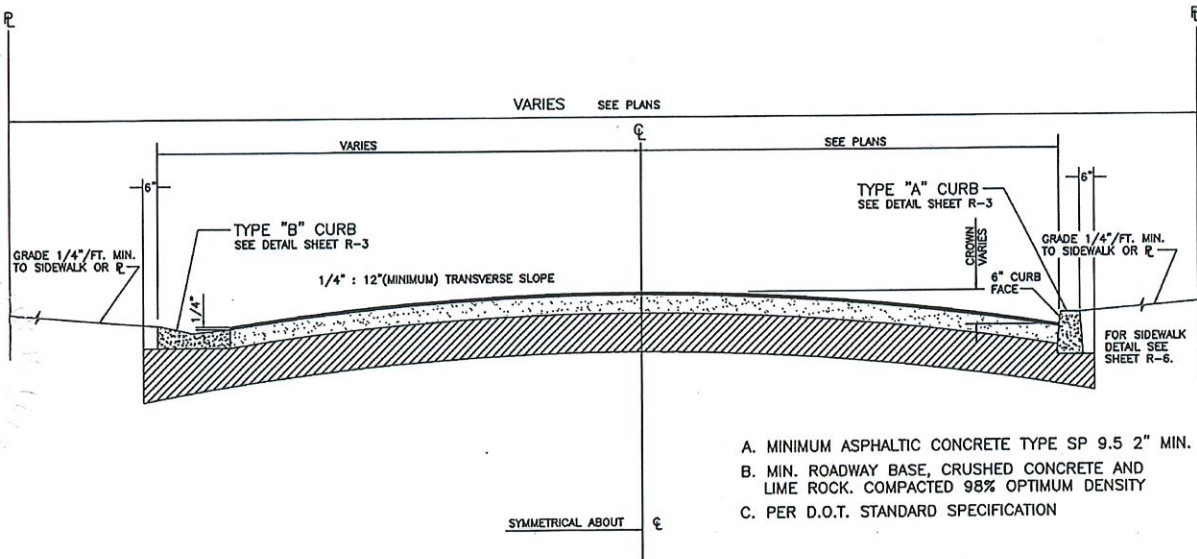
1/15/2020
CITY ENGINEER

SECTION
TYPICAL ROADWAY
DETAIL

R-1

DATE: 5-26-16

DATE	REVISION	BY
2-02-18	UPDATE	C.O.
5/26/16	MODIFY SURFACE	C.O.

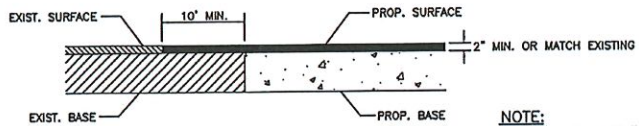


- A. MINIMUM ASPHALTIC CONCRETE TYPE SP 9.5 2" MIN.
- B. MIN. ROADWAY BASE, CRUSHED CONCRETE AND LIME ROCK. COMPACTED 98% OPTIMUM DENSITY
- C. PER D.O.T. STANDARD SPECIFICATION

ALL CONCRETE SHALL BE 3,000 P.S.I.

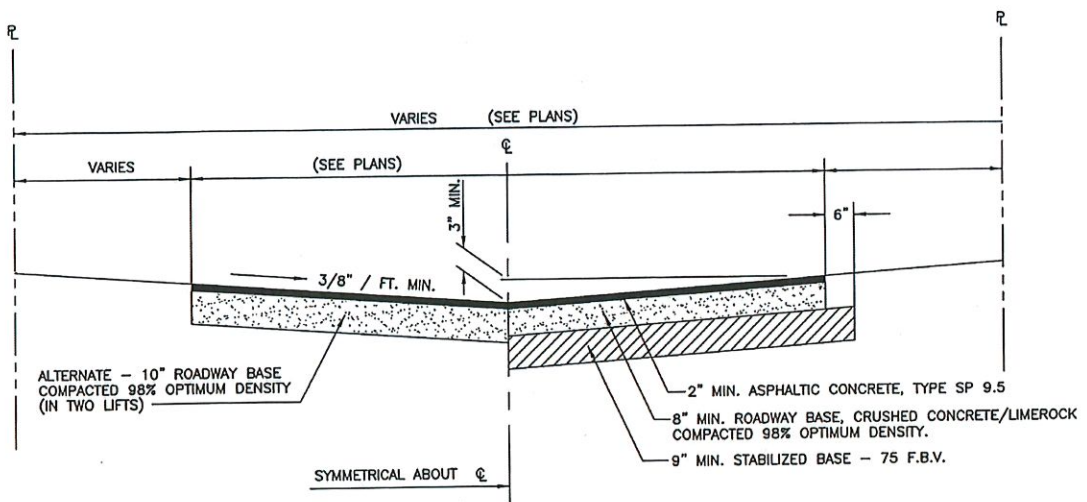
ITEM	MINOR STREET	MAJOR STREET
A.	2"	2"
B.	10"	10"
C.	9"	12"

PAVEMENT WIDTH	MINIMUM (2%) CROWN
21' - 24'	3"
25' - 28'	3-1/2"
29' - 32'	4"
33' - 36'	4-1/2"
37' - 40'	5"
41' - 44'	5-1/2"
45' - 48'	6"
49' - 52'	6-1/2"
53' - 56'	7"
57' - 60'	7-1/2"



TIE-IN OF PROPOSED
CONSTRUCTION TO EXISTING

NOTE:
FOR CURB DETAIL SEE
CITY STANDARDS R-3
FOR SIDEWALK DETAIL SEE
CITY STANDARDS R-6



DATE	2-02-18	UPDATE	BY
REVISION			

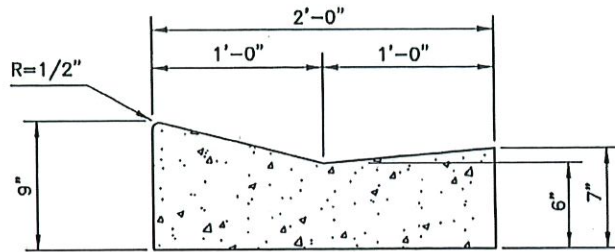
CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS
STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161
CITY ENGINEER

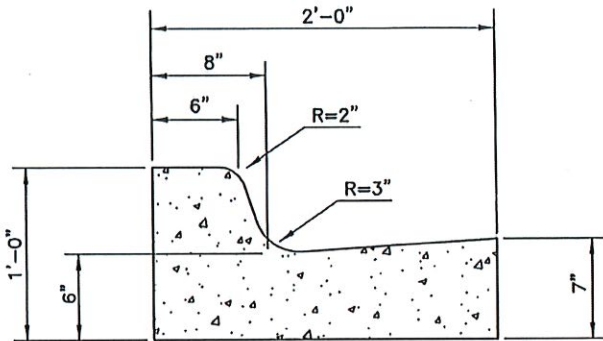
SECTION
TYPICAL ALLEY
DETAIL

SHEET:
R-2
DATE: 1-13-83

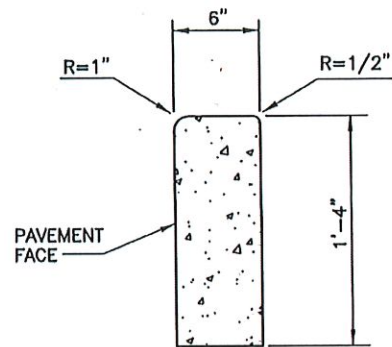
1/15/2020



TYPE "B"

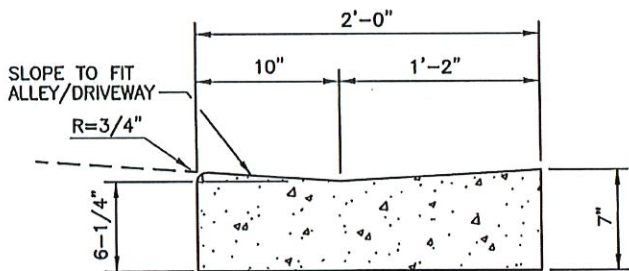


TYPE "C"

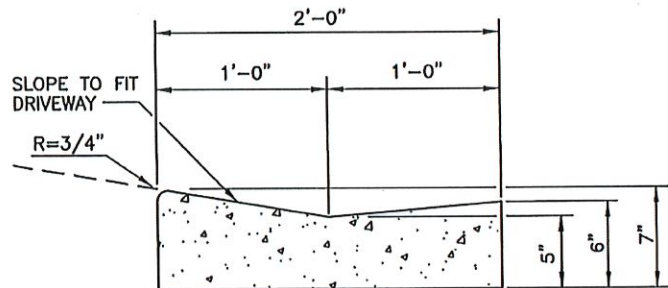


TYPE "A"

CURBS



TYPE "C-1"



TYPE "B-1"

DROP CURBS AT ALLEY, DRIVEWAY OR PEDESTRIAN RAMP

PROVIDE 1/2" EXPANSION JOINT AT 30'-0" O.C. MAX., FULL DEPTH OF CONCRETE
ALL CONCRETE SHALL BE 3,000 P.S.I.
SEE R-1 FOR BASE AND STABILIZATION

2/02/18	UPDATE	C.Q.
10/3/85	DELETED REBAR	R.S.
1/13/83	ADDED REBAR	R.S.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

SECTION
TYPICAL CURB
DETAIL

SHEET:

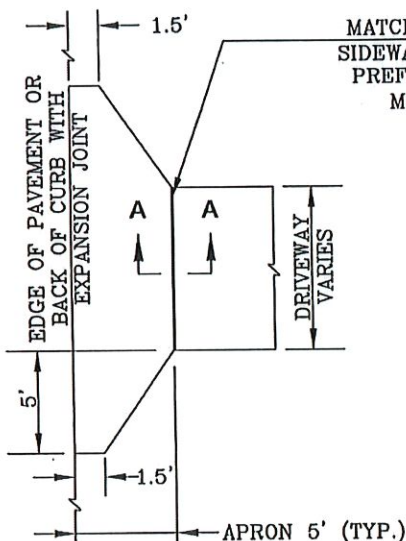
R-3

DATE: 2-01-82

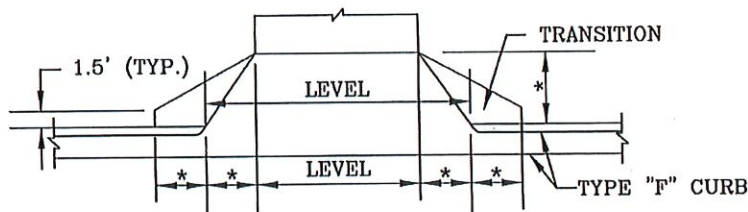
1/15/2020

NOTES:

1. CONCRETE DRIVEWAY APRONS AND SIDEWALK CROSSINGS SHALL BE CONSTRUCTED OF CONCRETE PAVEMENT (3000 PSI), 6" THICK REINFORCED WITH 6" X 6" #10/#10 WELDED WIRE FABRIC, (2" MINIMUM COVER FROM THE BOTTOM.)
2. FIBER REINFORCED CONCRETE 3000 PSI (MIN.) MAY BE USED IN PLACE OF THE REQUIREMENTS OF NO. 1 ABOVE.
3. CONSTRUCTION OF APRON/DRIVEWAY CROSS SLOPES AND SIDEWALK CROSS SLOPE THROUGH THE DRIVEWAY SHALL COMPLY WITH F.D.O.T. INDEX No. 330-001 FOR ADA REQUIREMENTS.
4. REMOVE TREE ROOTS WITHIN 10" OF PROPOSED GRADE.
5. WHEN THERE IS EXISTING SIDEWALK CROSSING THE PROPOSED DRIVEWAY, IT MUST BE REMOVED TO THE NEAREST JOINT BEYOND THE DRIVEWAY.
6. SIDEWALKS ADJACENT TO LOT PROPERTY LINES SHALL NOT HAVE A CROSS SLOPE GREATER THAN 2% PER F.D.O.T. INDEX No. 522-001.
7. CORNER LOTS INVOLVING HANDICAP RAMPS SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX No. 522-002 FOR SIDEWALK AND RAMP CONSTRUCTION.
8. ALL BLACKTOP, PEA STONE AND OTHER SURFACE DRIVES SHALL BE PLACED ON A MINIMUM SIX INCH (6") COMPACTED CRUSHED CONCRETE BASE OVER A COMPACTED SAND SUB-BASE.
9. ASPHALTIC DRIVES SHALL BE OF TYPE SP9.5 ASPHALTIC CONCRETE WITH A MINIMUM THICKNESS OF TWO INCHES (2")
10. ALL DRIVEWAYS ON STREETS WITHOUT CURBS OR OFF UNIMPROVED RIGHTS-OF-WAY WILL BE CONSTRUCTED UNDER THE DIRECTION OF THE CITY ENGINEER.



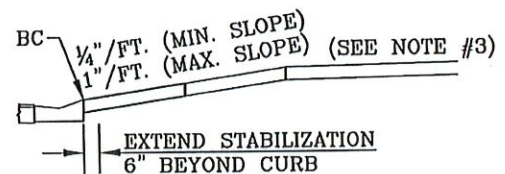
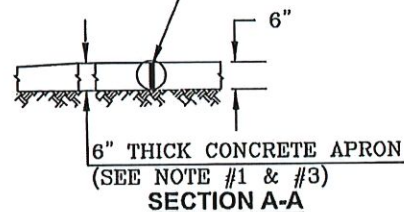
**PLAN AND PROFILE VIEW
TYPE "A" CURB DRIVEWAY APRON**



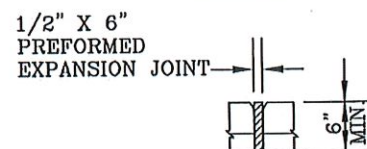
() *SEE FDOT INDEX No. 300-001 FOR DIMENSIONS

TYPE "F" CURB DRIVEWAY APRON

MATCH EXISTING DRIVEWAY OR
SIDEWALK 1/2" WIDE X 6" DEEP
PREFORMED EXPANSION JOINT
MATERIAL (SEE DETAIL)



SEE PLANS
FOR CURB
TYPE



JOINT DETAIL

1-7-20	UPDATE	CQ
1/05/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

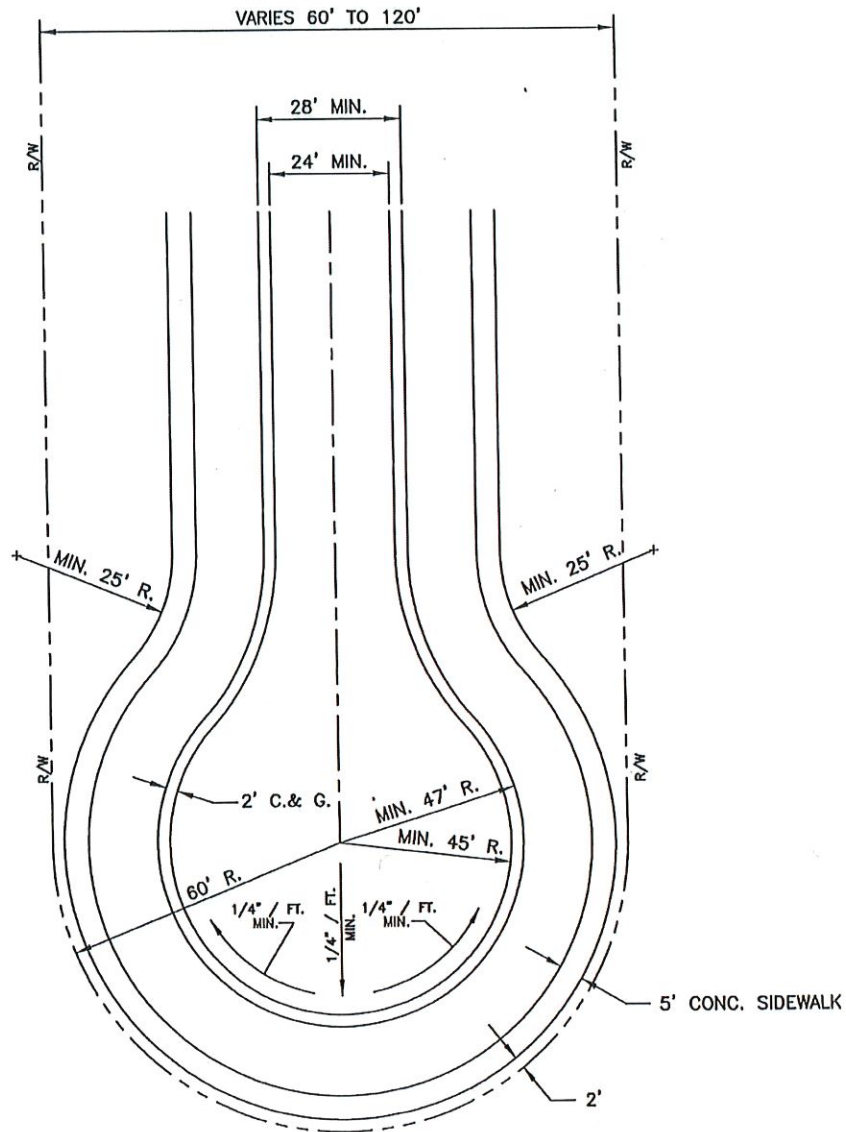
**CONCRETE DRIVEWAY
APRON**

SHEET:

R-4

DATE: 1-05-18

1/15/2020



CUL-DE-SAC

2/02/18	UPDATE	C.Q.
1/29/90	RADII & R.O.W.	J.F.
2/16/87	RADII INCREASE	R.V.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

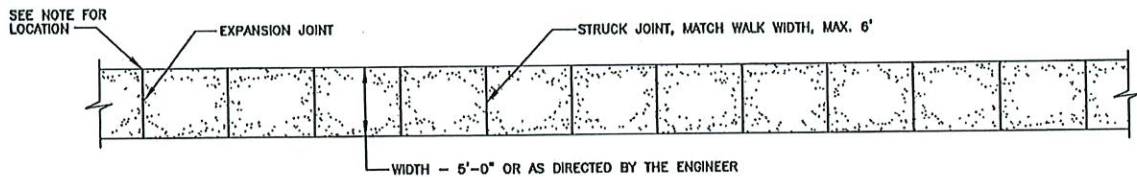
TYPICAL TURNING
RADII FOR
CUL-DE-SAC

SHEET:

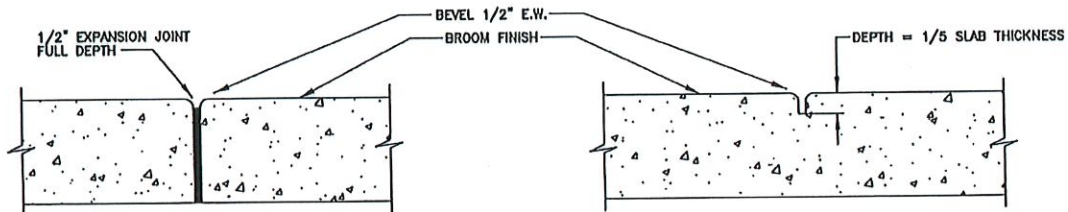
R-5

DATE: 1-13-83

1/15/2020



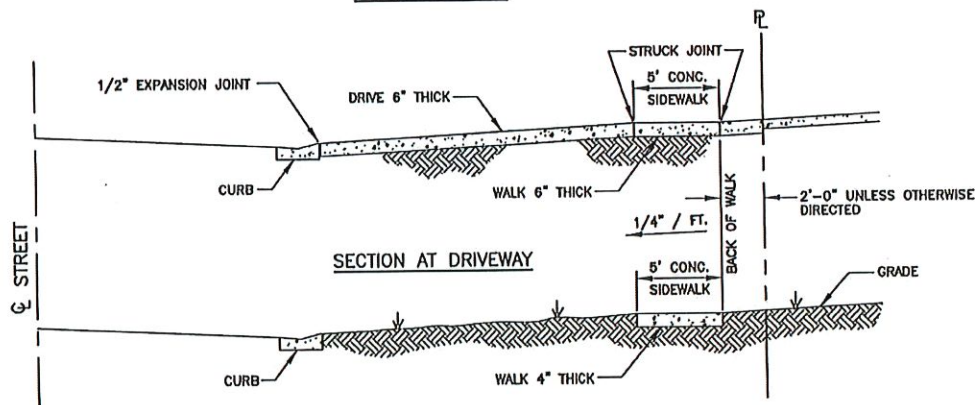
TYPICAL SIDEWALK PLAN



EXPANSION

STRUCK

JOINT DETAILS



SECTION AT SIDEWALK

NOTES:

1. MIN. 1/4" PER FOOT RISE, BACK OF CURB TO BACK OF WALK. WHERE NO CURB EXISTS, SIDEWALK TO BE SET TO GRADE APPROVED BY CITY ENGINEER.
2. ALL CONCRETE SHALL CONFORM TO A.S.T.M. C-150, LATEST SPECIFICATION, AND ATTAIN A COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS
3. SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 60' IN OTHER CASES.
4. EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PREFORMED JOINT FILLER, TO FULL DEPTH OF CONCRETE.
5. FOR ROADWAY CROSS SECTION SEE CITY STANDARDS R-1.

2/02/18	UPDATE	C.Q.
1/29/90	NOTE 3	J.F.
10/3/85	DELETED WIRE MASH	R.S.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

TYPICAL
SIDEWALK
DETAILS

SHEET:

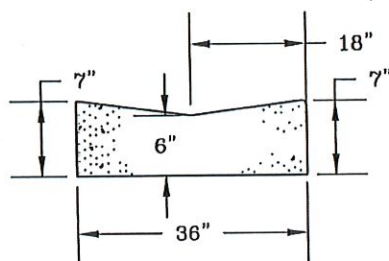
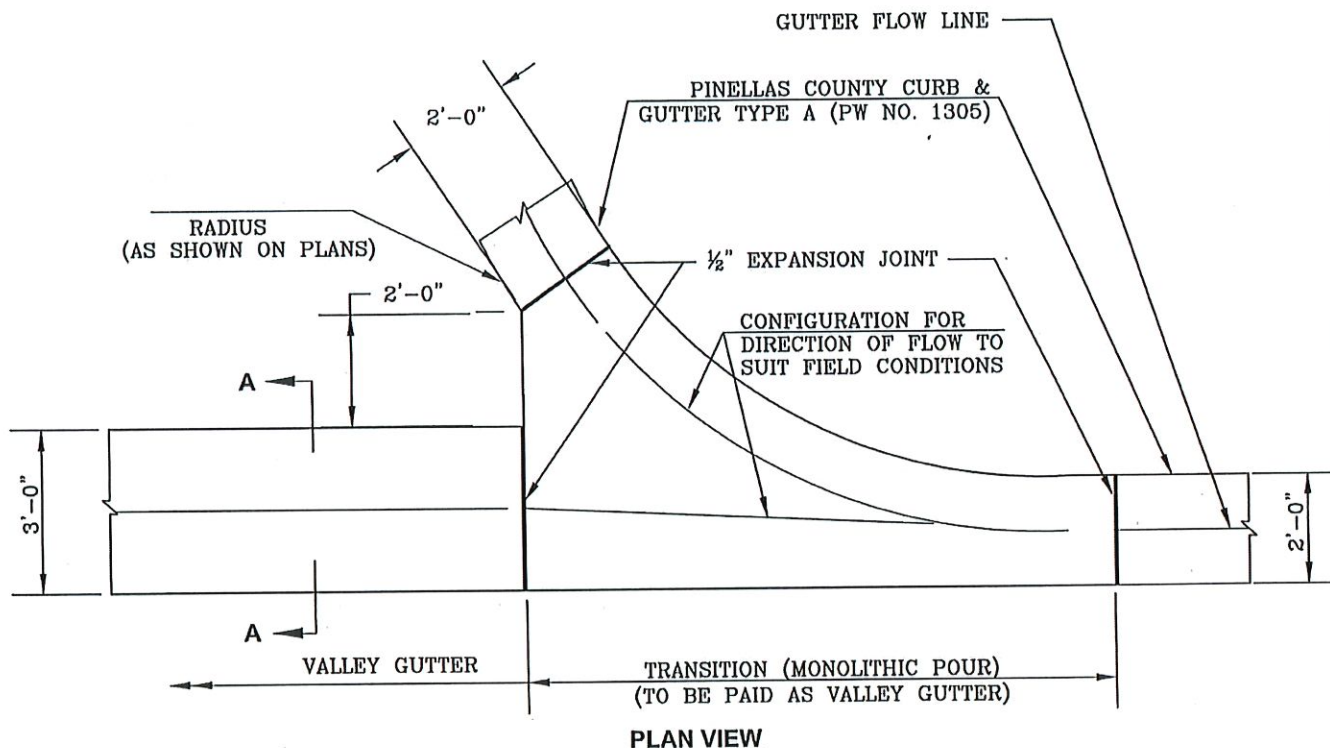
R-6

DATE: 2-02-18

1/15/2020

NOTES:

1. SURFACE OF PAVEMENT SHALL BE $\frac{1}{4}$ " ABOVE LIP OF GUTTER.
2. $\frac{1}{2}$ " EXPANSION JOINT (AS SHOWN) AND CENTERLINE OF SIDE STREET, WITH (SAWCUT) FALSE JOINTS EVERY 10', LONGITUDINALLY. (SEE SECTION 520 OF THE F.D.O.T. STANDARD SPECIFICATIONS).



VALLEY GUTTER
SECTION A-A

11/20/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

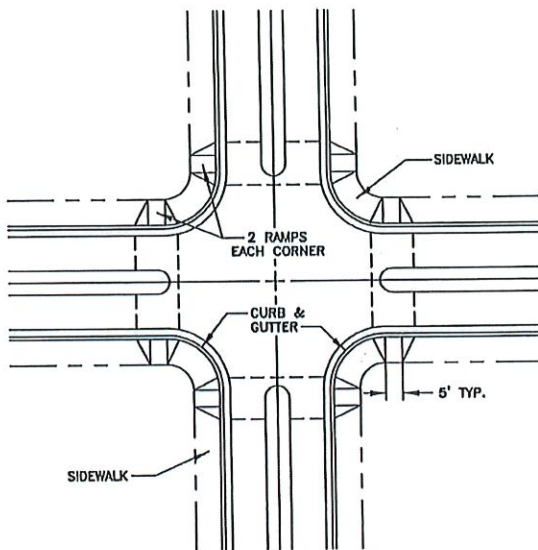
**VALLEY GUTTER AND
TRANSITION**

SHEET:

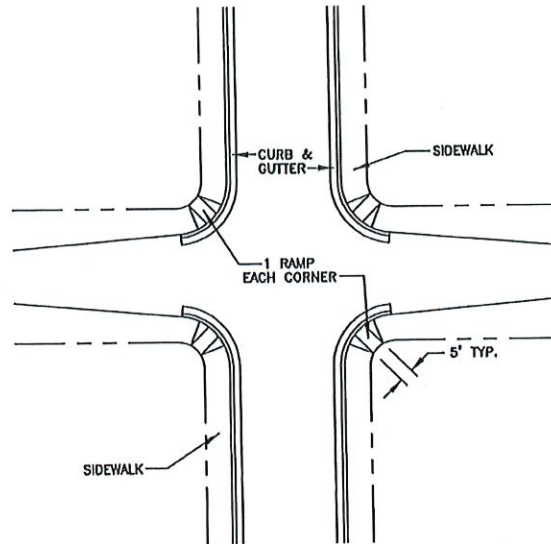
R-7

DATE: 1-13-18

11/15/2020

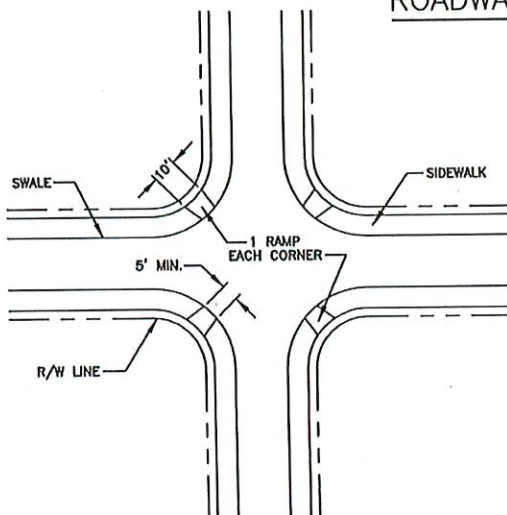


2 MAJOR ROADWAYS
(CURB & GUTTERS)

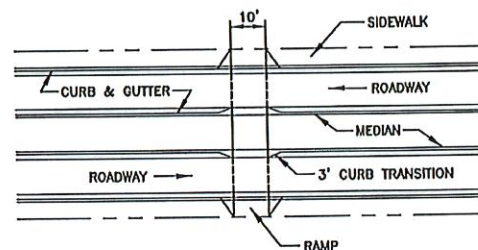


LOCAL ROADWAY OR ENTRANCE
TO MAJOR SHOPPING CENTER
(CURB & GUTTERS)

ROADWAY INTERSECTIONS



(RESIDENTIAL ROADWAYS)
2 MAJOR ROADS, LOCAL & MAJOR ROADWAY &
2 LOCAL ROADWAYS
(SWALE)*



MID-BLOCK AT NORMAL PEDESTRIAN CROSSING
(SWALE OR CURB & GUTTER)*

NOTES:
RAMPS MAY BE 6" THICK IN RESIDENTIAL AREAS,
BUT SHALL BE 6" THICK ELSEWHERE.

* SWALE = NO CURB & GUTTER

2/02/18	UPDATE	C.Q.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

CITY ENGINEER

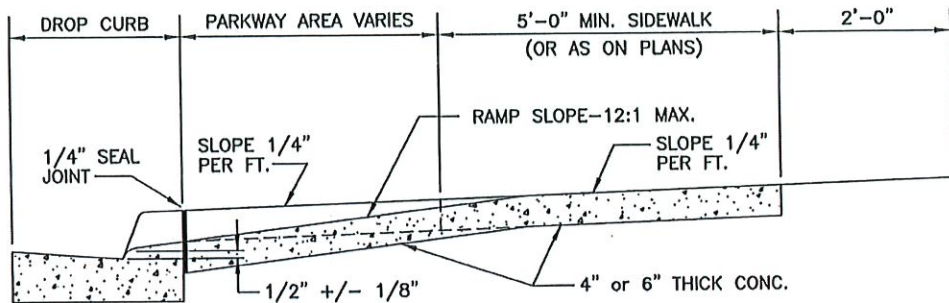
PEDESTRIAN RAMPS
IN PUBLIC
RIGHTS-OF-WAY

SHEET:

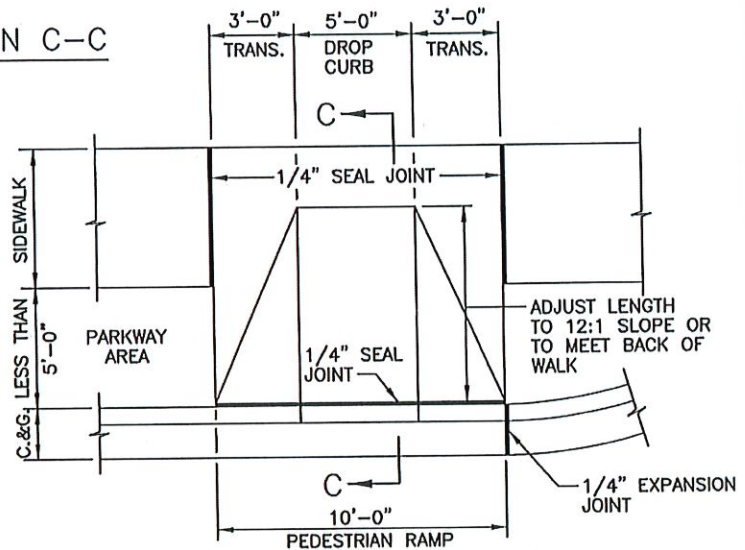
R-8

DATE: 1-13-83

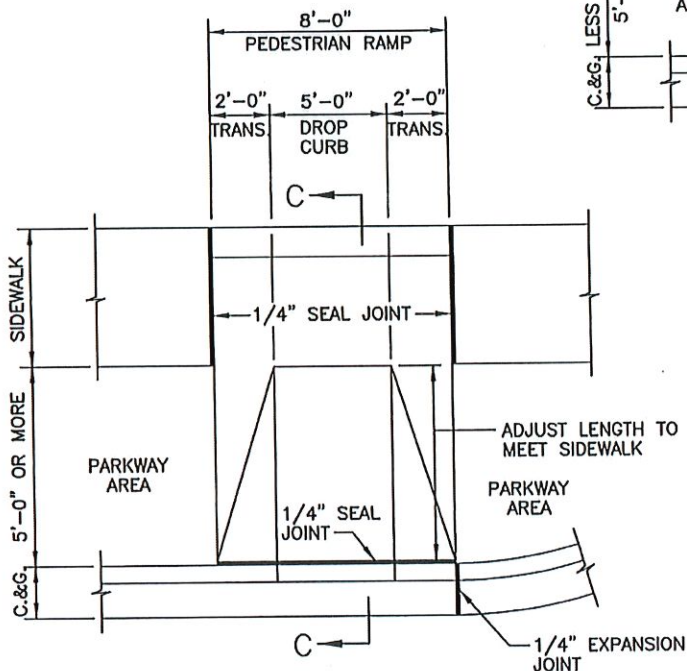
1/15/2020



TYPICAL SECTION C-C



PLAN VIEW PEDESTRIAN RAMP
(PARKWAY WIDTH LESS THAN 5'-0")



PLAN VIEW PEDESTRIAN RAMP
(PARKWAY WIDTH 5'-0" OR GREATER)

SEE ALSO CITY STANDARDS R-8

2/02/18	UPDATE	C.Q.
1/29/90	DROP CURB	J.F.
1/13/83	CHANGED SLOPE	R.S.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

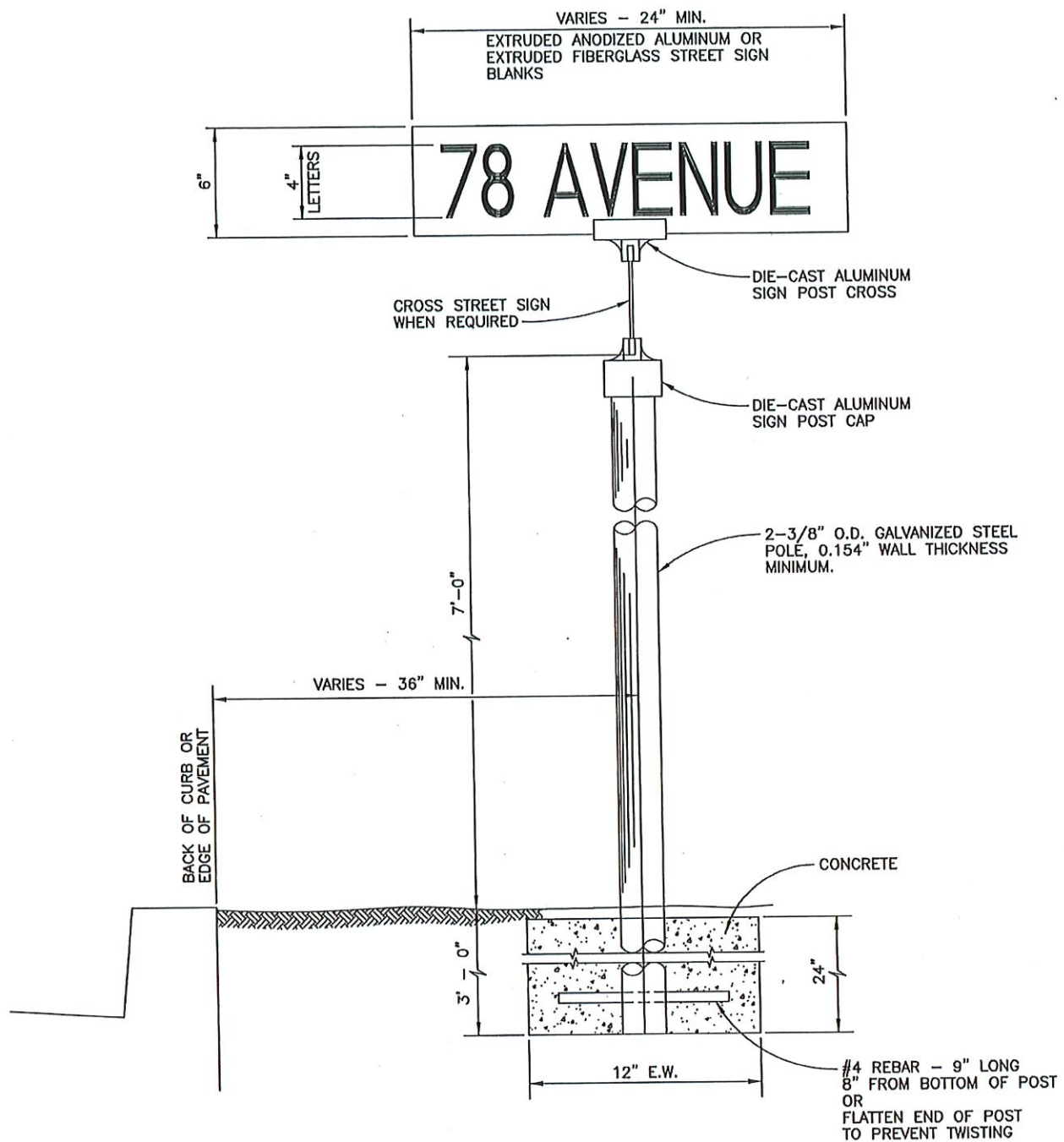
PEDESTRIAN RAMP
FOR HANDICAPPED

SHEET:

R-9

DATE: 2-01-82

11/15/2020



NOTES:

1. SIGN LETTERS/NUMBERS SHALL BE ENGINEERING GRADE REFLECTIVE SILVER.
2. BACKGROUND SHALL BE ENGINEERING GRADE REFLECTIVE BLUE.
3. ACTUAL SIGN LOCATION AT INTERSECTIONS SHALL BE AS DIRECTED BY PUBLIC WORKS.

2/06/18	UPDATE	C.Q.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

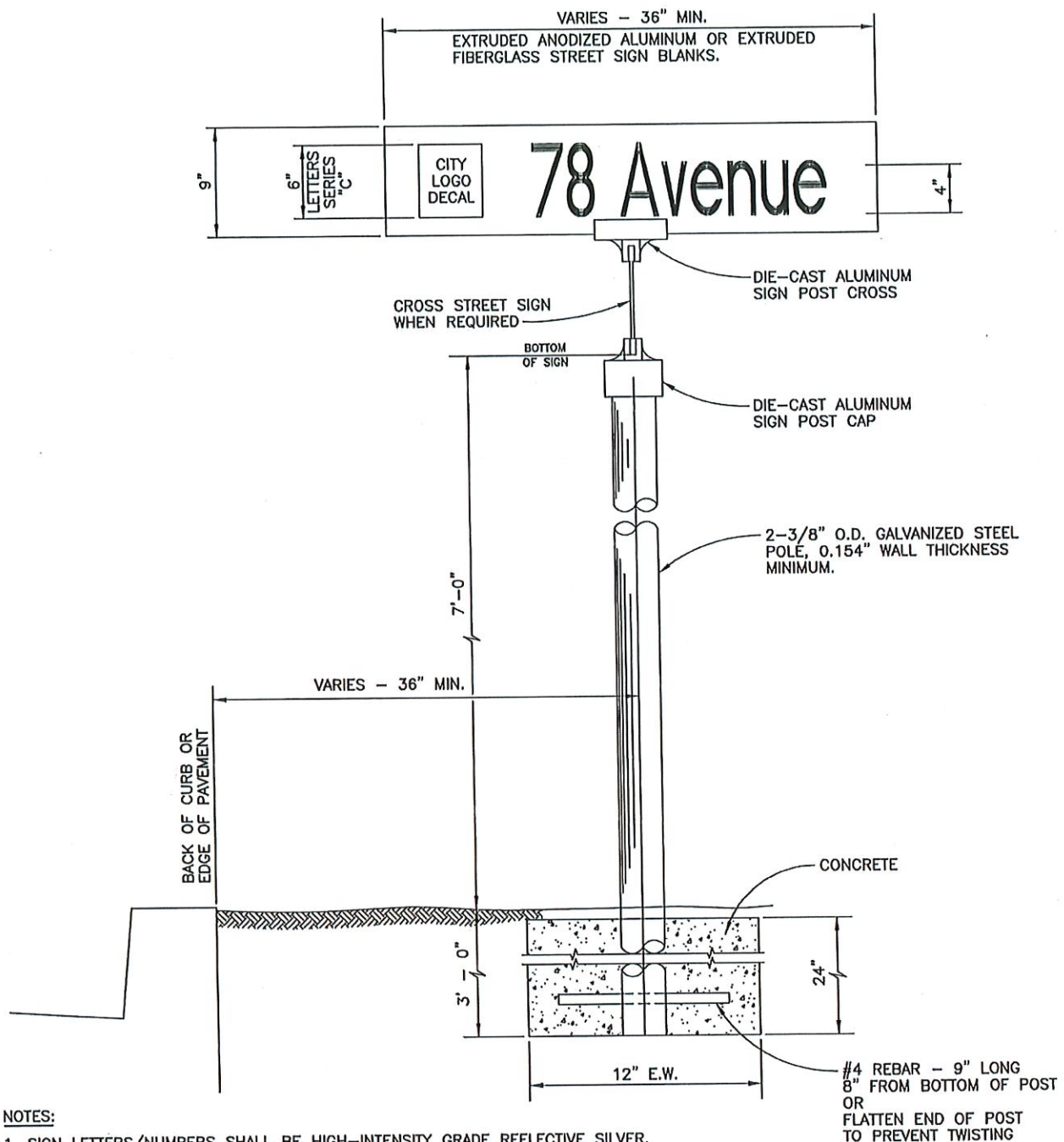
STANDARD
STREET NAME SIGN

SHEET:

R-10

DATE: 10-07-85

1/15/2020



NOTES:

1. SIGN LETTERS/NUMBERS SHALL BE HIGH-INTENSITY GRADE REFLECTIVE SILVER.
2. BACKGROUND SHALL BE HIGH-INTENSITY GRADE REFLECTIVE BLUE.
3. CITY LOGO DECALS AVAILABLE FROM PUBLIC WORKS.
4. ACTUAL SIGN LOCATION AT INTERSECTIONS SHALL BE AS DIRECTED BY PUBLIC WORKS.
5. ROUTES REQUIRING METRO SIGNS SHALL BE AS DESIGNATED BY PUBLIC WORKS.

2/02/18	UPDATE	C.Q.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

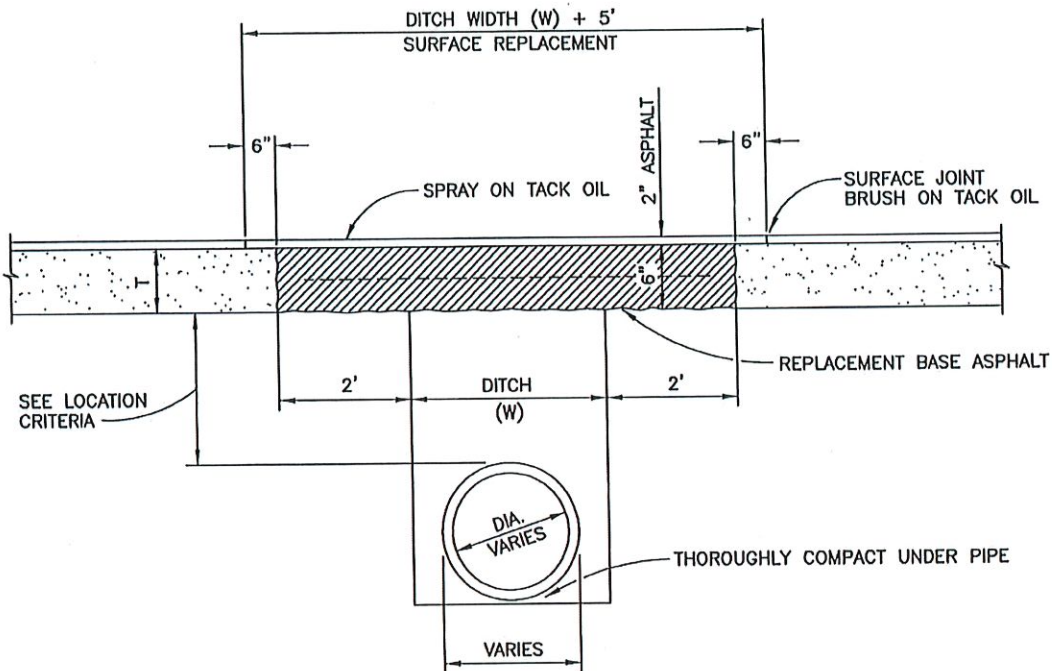
METRO
STREET NAME SIGN

SHEET:

R-11

DATE: 10-07-85

1/15/2020



GENERAL NOTES:

1. ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
2. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
3. BACKFILL SHALL BE PLACED IN LIFTS OF 9" AND THOROUGHLY COMPACTED.
REQUIRED MINIMUM DENSITY 98% OF MAXIMUM.

2-07-18	UPDATE	C.Q.
5-1-98	ASPHALT BASE	F.S.
1-5-88	P.C. CONCRETE	J.S.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

CITY ENGINEER

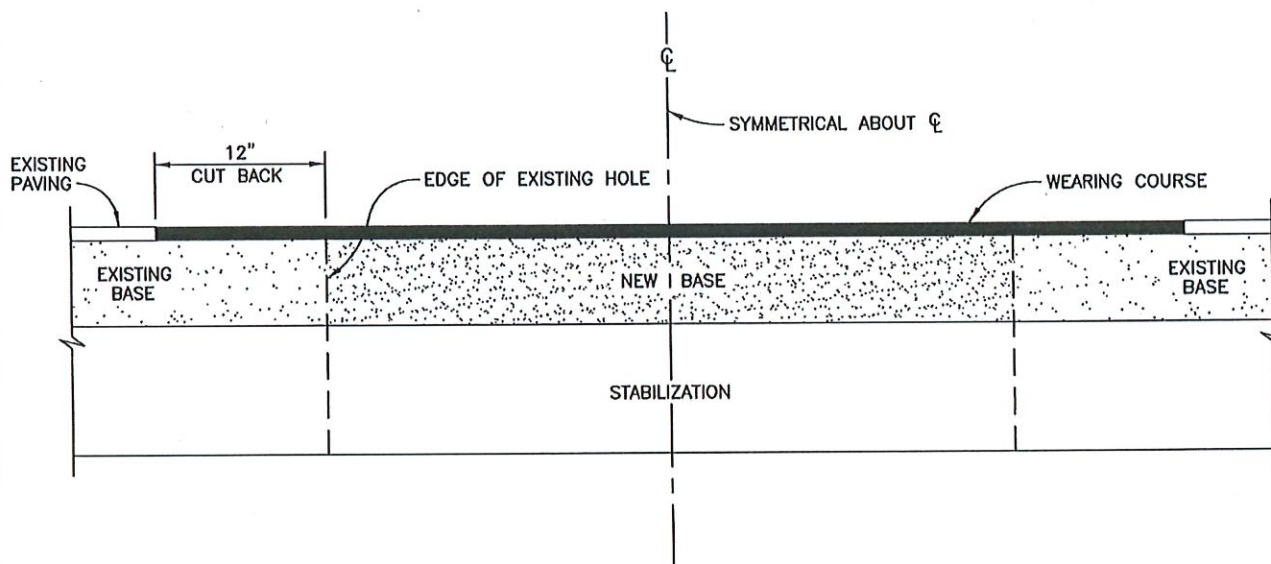
FLEXIBLE PAVEMENT RESTORATION

SHEET:

R-12

DATE: 1-13-83

1/15/2020



2-07-18	UPDATE	C.Q.
DATE	REVISION	BY

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PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

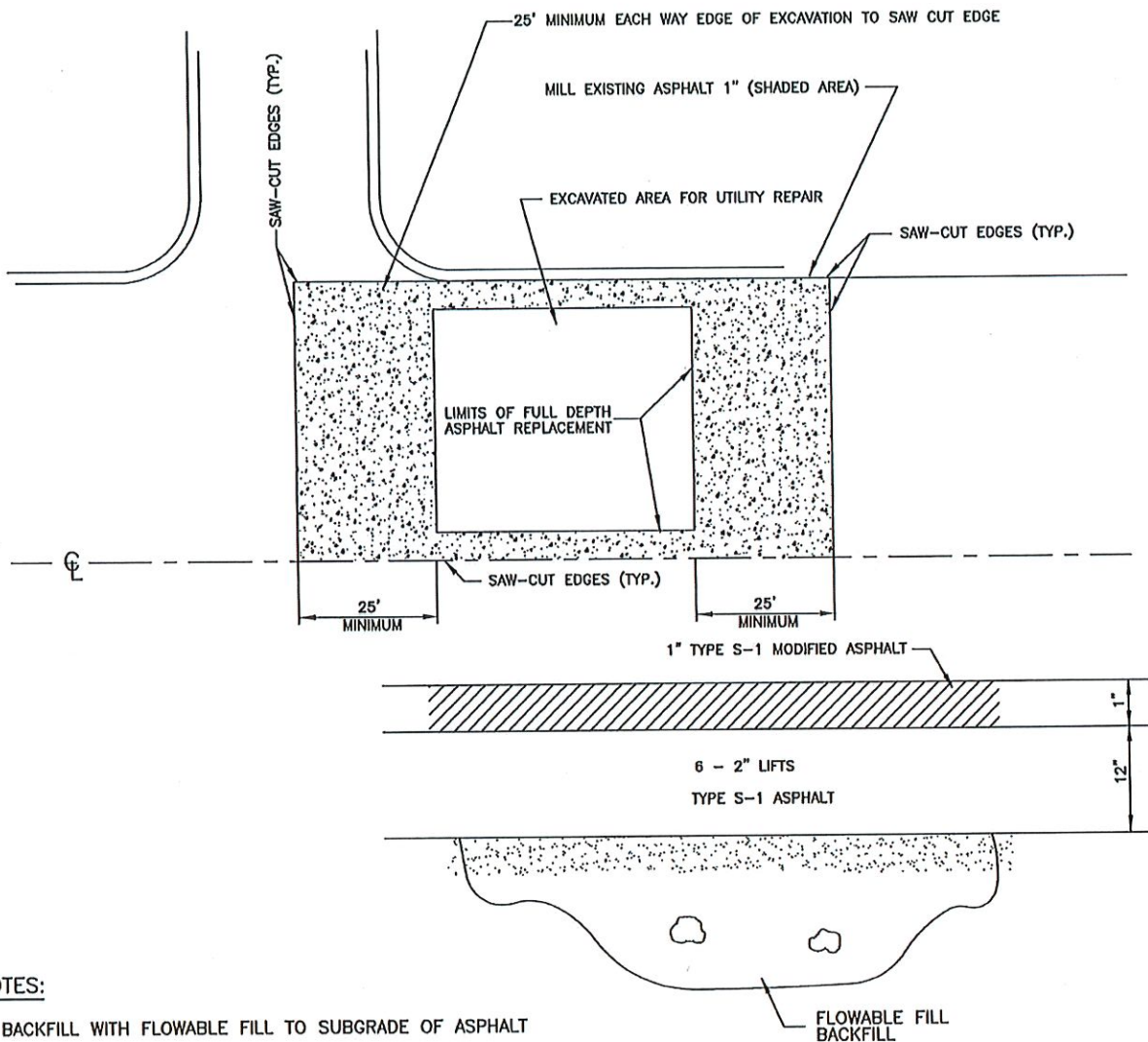
11/5/2020

METHOD OF PATCHING PAVEMENT

SHEET:

R-13

DATE: 1-13-83



NOTES:

1. BACKFILL WITH FLOWABLE FILL TO SUBGRADE OF ASPHALT
2. AFTER INSTALLATION OF 6 - 2" LIFTS OF TYPE S-1 ASPHALTIC CONCRETE, BEVEL EDGES TO SURFACE. ALLOW TRAFFIC TO OPERATE FOR 24 HOURS THEN, INSTALL 1" TYPE S-1 MODIFIED SURFACE COURSE OF ASPHALTIC CONCRETE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY MINIMUM DESIGN AND CONSTRUCTION STANDARDS
4. ALL CONSTRUCTION SHALL BE INSPECTED AND APPROVED BY CITY ENGINEERING INSPECTOR
5. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS.

**SECTION THROUGH ROADWAY
N.T.S.**

NOTE:

FULL DEPTH PAVEMENT REPLACEMENT
FOR UTILITY REPAIR AREA ONLY

2-07-18	UPDATE	C.Q.
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

1/15/2020

**TYPICAL
NON RESIDENTIAL STREET
OPEN-CUT REPAIR**

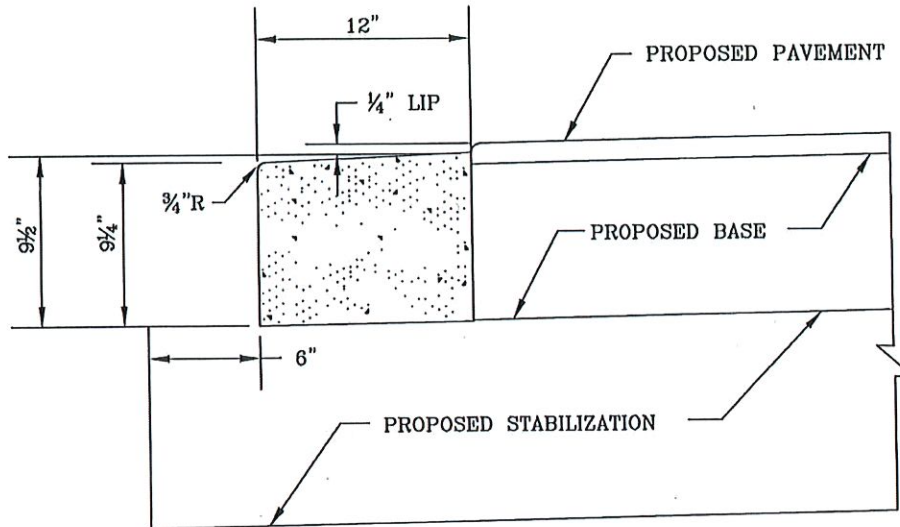
SHEET:

R-14

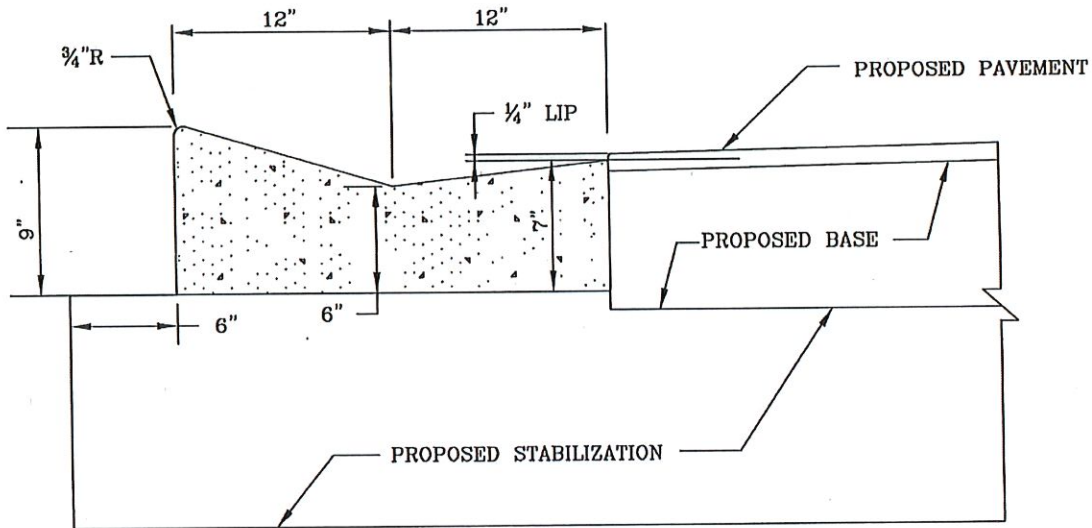
DATE: 8-09-01

NOTE:

1. $\frac{1}{2}$ " EXPANSION JOINT EVERY 500', BETWEEN CURB SECTIONS, AT RADII, END OF POUR AND STRUCTURES. (FALSE JOINTS EVERY 10', LONGITUDINALLY. SEE SECTION 520 OF THE F.D.O.T. STANDARD SPECIFICATIONS.)



PROFILE VIEW OF HEADER CURB



PROFILE VIEW OF CURB & GUTTER

11/20/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

11/15/2020

**CURB AND GUTTER TYPE A
AND HEADER CURB**

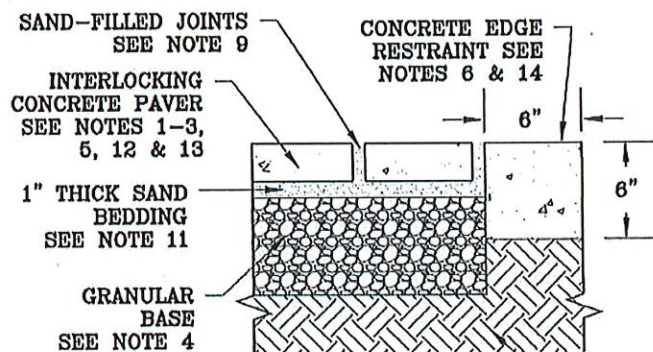
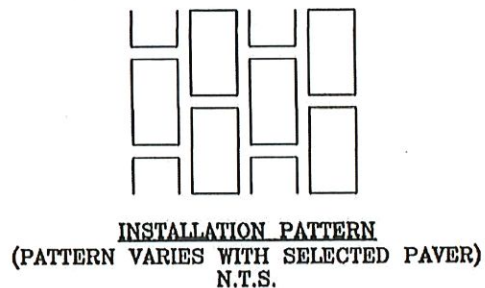
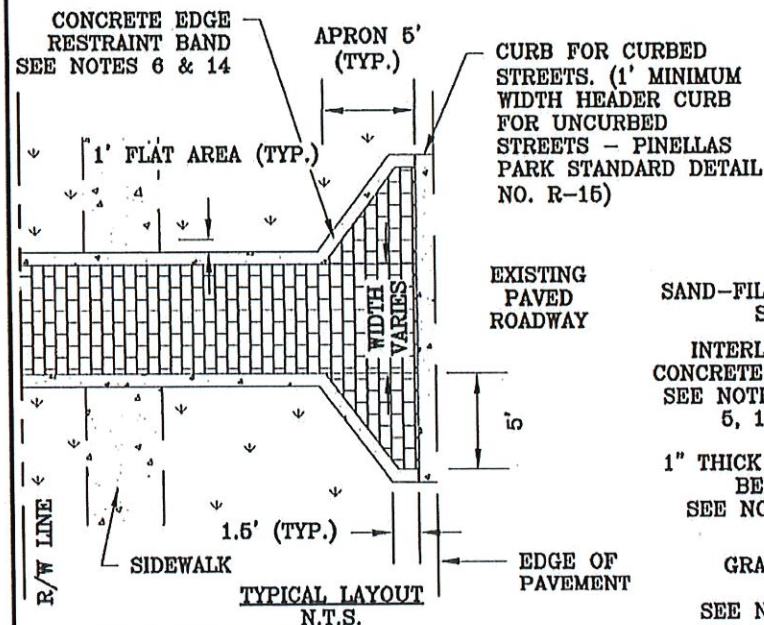
SHEET:

R-15

DATE: 1-05-18

NOTES:

1. Interlocking paving units shall generally be installed in accordance with manufacturer's requirements.
2. Minimum Paver Thickness: 2-3/8" (Concrete), 2-1/4" (Clay Brick).
3. Concrete Pavers to conform to ASTM C936. Clay Brick Pavers to conform to ASTM C902.
4. Granular Base shall be in accordance with manufacturer's requirements (6" min.). Granular base shall be Limerock (LBR 100) or Crushed Concrete (Graded Aggregate) compacted to at least 98% modified Proctor Density (ASTM D1557).
5. Coloring or dye shall be uniform throughout each concrete paver unit. Dipped or externally colored paver units are unacceptable.
6. Curb will need to be constructed along the roadway edge of pavement at the driveway. As an alternate, on streets without curbing, a minimum 12-inch width is acceptable (per Pinellas Park Standard Detail No. R-15). A minimum of 6-inch wide and 6-inch deep concrete edge restraint band is required along each side of the driveway to contain the architectural pavers, on top of soil compacted to 98% modified Proctor density (ASTM D1557). All concrete shall meet FDOT specifications for Class I Concrete.
7. Final finished surface shall be of uniform elevation or slope.
8. Subgrade shall be free of clay, organics, or other materials which will allow future settlement and compacted to 98% AASHTO T-180-57 or ASTM D1557.
9. Polymeric sand or other joint filling material, as approved by the City Engineer, shall be installed between pavers. Joint sand shall meet the grading requirements of ASTM C144 or CSA-A179. Bedding sand may be used for joint sand. Joint width shall not exceed 1/8".
10. The cross slope on any required pedestrian path crossing a driveway and/or drive apron cannot exceed 2%.
11. Sand Bedding material shall be a clean, non-plastic bedding and joint sand, free from deleterious or foreign matter, natural or manufactured from crushed rock, and shall meet the grading requirements of ASTM C33 or CSA A23.1-FA1. Do not use joint sand for bedding. Sand bedding should be placed to an even thickness of 1-inch. Do not use the sand to fill depressions in the granular base.
12. In accordance with the 2010 ADA (Americans with Disabilities Act) Standards for Accessible Design (403, 405, 406) the surface texture of pavers shall be vibration free with a limit of 1/4" or less rise not more than every 30 inches. Pavers shall be installed in a tight uniform configuration that provides a smooth surface for wheelchair users.
13. Pavers shall not impede drainage or result in any ponding of water. Existing drainage flows shall not be altered.
14. Alternate edge treatments may be submitted for approval to the City by the property owner.



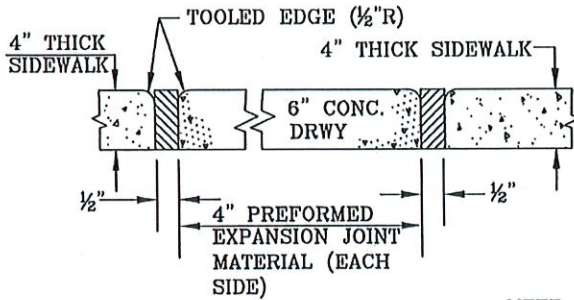
2/02/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS PARK, FLORIDA CONSTRUCTION SERVICES DIVISION	CITY STANDARDS STANLEY M. EMERSON PROFESSIONAL ENGINEER # 0046161 <i>Stanley M. Emerson</i> CITY ENGINEER	RESIDENTIAL DRIVEWAY/ SIDEWALK PAVER DETAIL	SHEET: R-16 DATE: 1-30-18
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1/15/2020

NOTES:

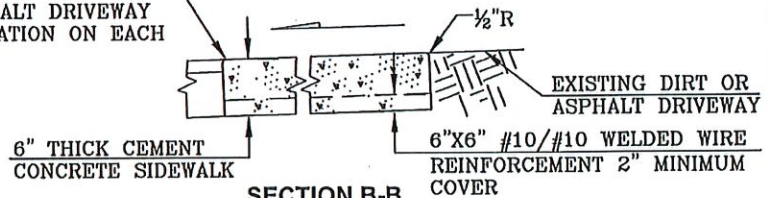
1. SEE PLANS FOR LIMITS OF SIDEWALKS AT ALL DRIVEWAYS.
2. PLACE $\frac{1}{2}$ " EXPANSION JOINT WHERE CONCRETE ABUTS CONCRETE CURBS, SIDEWALKS DRIVEWAYS.
3. SIDEWALK SHALL COMPLY WITH F.D.O.T. INDEX No. 330-001 AND PINELLAS PARK ORDINANCES.
(SEE STANDARD DETAIL No. R-4)
4. REMOVE TREE ROOTS WITHIN 10" OF PROPOSED GRADE.
5. SIDEWALKS ALONG RURAL CROSS SECTION ROADWAYS WHERE VEHICLES CAN CROSS THE SIDEWALK SHALL BE 6" THICK.
6. SIDEWALK TO BE CUT THROUGH DRIVEWAY AND MUST BE 6" THICK WHEN CROSSING DRIVEWAY.



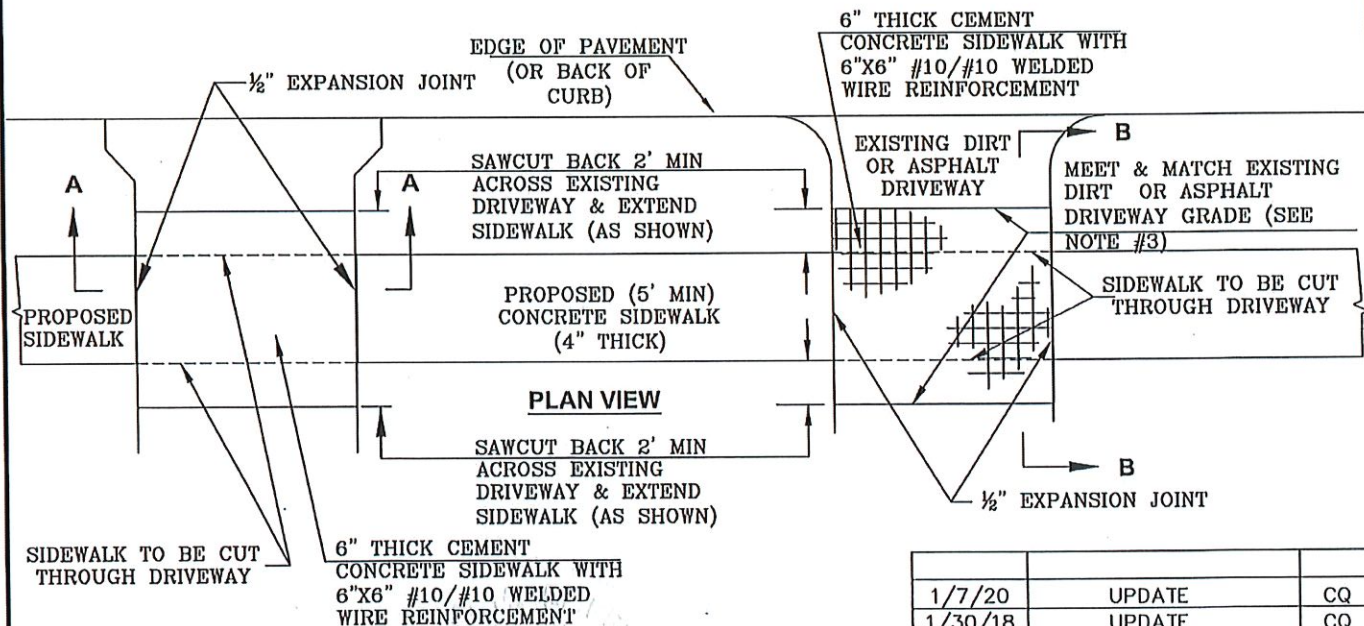
SECTION A-A

SLOPE TO MATCH EXISTING DRIVEWAY
REFER TO F.D.O.T. INDEX No. 330-001
FOR ADA REQUIREMENTS IF SLOPE
EXCEEDS 0.02'/FT

MEET AND MATCH
EXISTING DIRT OR
ASPHALT DRIVEWAY
ELEVATION ON EACH
SIDE



SECTION B-B



1/7/20	UPDATE	CQ
1/30/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER 0046161
Stanley M. Emerson
CITY ENGINEER

**SIDEWALK THROUGH
EXISTING DRIVEWAYS**

SHEET:

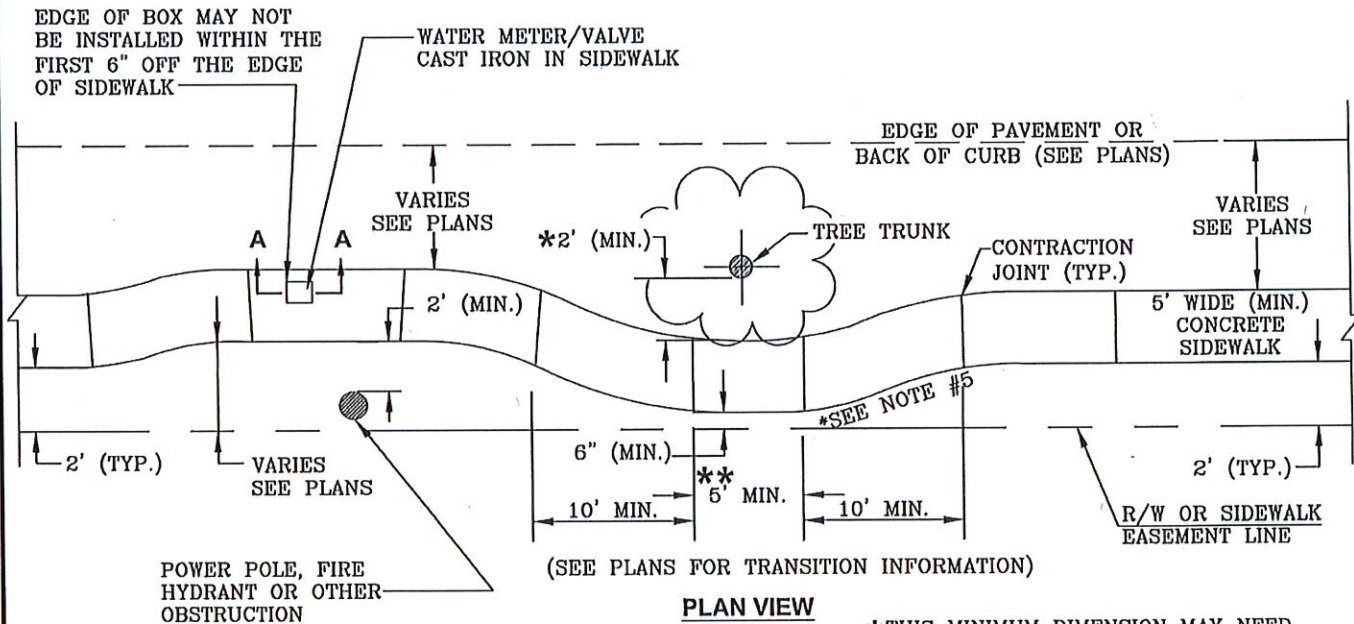
R-17

DATE: 1-30-18

1/15/2020

NOTES:

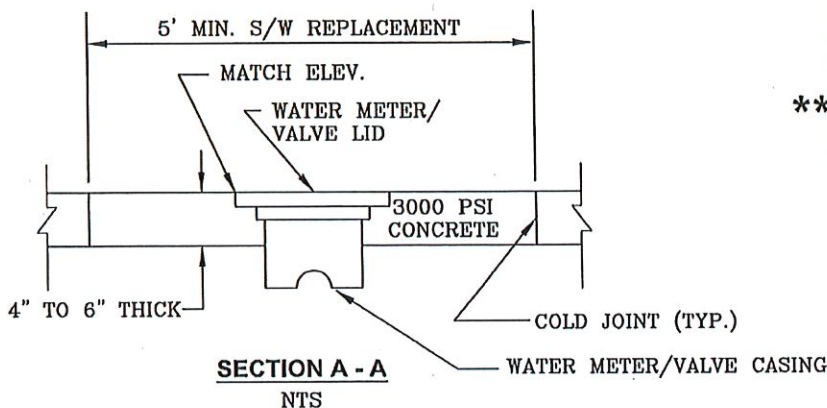
1. ADJUST SIDEWALK TO AVOID OBSTRUCTIONS, AS SHOWN, OR AS DIRECTED BY THE CITY ENGINEER, IN ACCORDANCE WITH F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS - LATEST EDITION ("FLORIDA GREEN BOOK").
2. CONSTRUCTION OF SIDEWALKS SHALL MEET ADA REQUIREMENTS AS SPECIFIED IN F.D.O.T. INDEX No. 330-001 AND 522-002.
3. POWER POLES SHALL BE MOVED WHEN POSSIBLE.
4. TREES SHALL BE PRUNED BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH ANSI-A300 GUIDELINES TO MAINTAIN VERTICAL CLEARANCE: 9 FT. FOR SIDEWALKS AND 18 FT. FOR ROADS.
5. MAXIMUM LATERAL DEFLECTION SHALL BE 5:1.
6. REMOVE TREE ROOTS WITHIN 10" OF PROPOSED GRADE.
7. CONTRACTION JOINTS SHALL MEET F.D.O.T. INDEX No. 522-001.
8. ANY NECESSARY PRUNING SHALL BE PERFORMED BY AN ISA CERTIFIED ARBORIST IN ACCORDANCE WITH ANSI-A300 STANDARDS.



PLAN VIEW

*THIS MINIMUM DIMENSION MAY NEED ADJUSTMENT BASED ON THE DIAMETER, HEALTH AND SPECIES OF THE TREE. ADJUSTMENTS REQUIRE PRE-APPROVAL OF THE CITY ENGINEER

**CENTERED ON VERTICAL OBSTRUCTION- SIDEWALK SHALL BE 6" THICK ALONG THIS LENGTH (5'-0" MIN.)



2/02/18	UPDATE	CQ
DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161
Stanley M. Emerson
CITY ENGINEER

**GUIDELINES FOR
SIDEWALK ALIGNMENT**

SHEET:

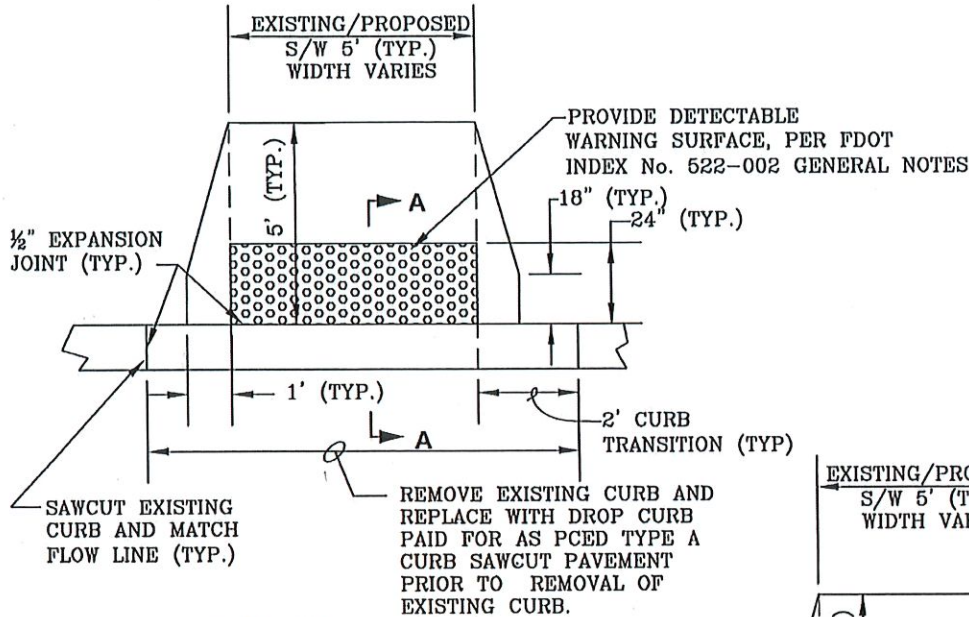
R-18

DATE: 1-30-18

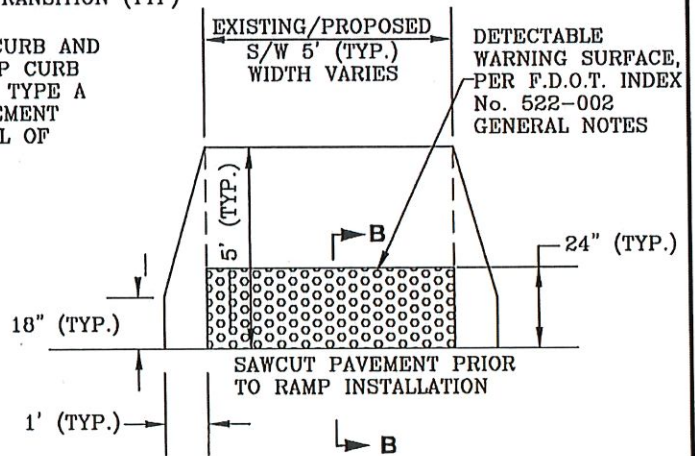
1/15/2020

NOTE:

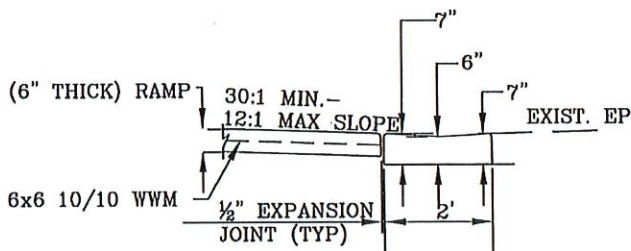
1. 6" THICK w/6x6 10/10 WWM REINFORCED CLASS I (3000 PSI) CONCRETE RAMP (TYP. FOR TYPE A & B).



PLAN VIEW

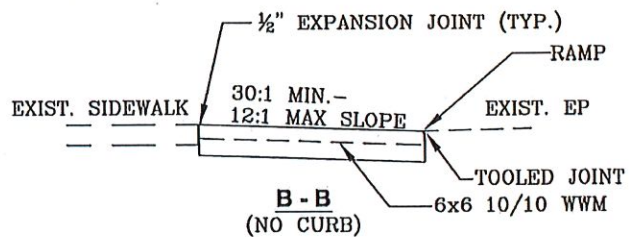


PLAN VIEW



**A - A
DROP CURB**

**TYPE-A HANDICAP RAMP DETAIL
N.T.S.**



**B - B
(NO CURB)**

**TYPE-B HANDICAP RAMP DETAIL
N.T.S.**

DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

P.C.E.D. TYPE "A" AND "B"
HANDICAP RAMP DETAIL

SHEET:

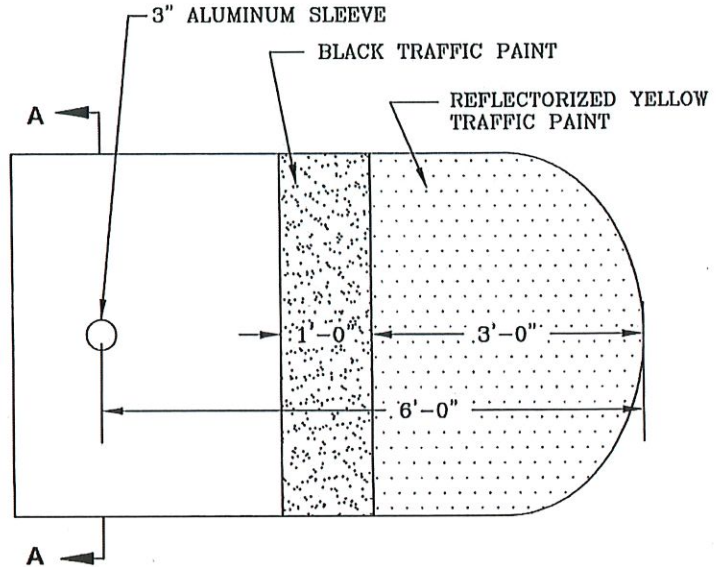
R-19

DATE: 1-30-18

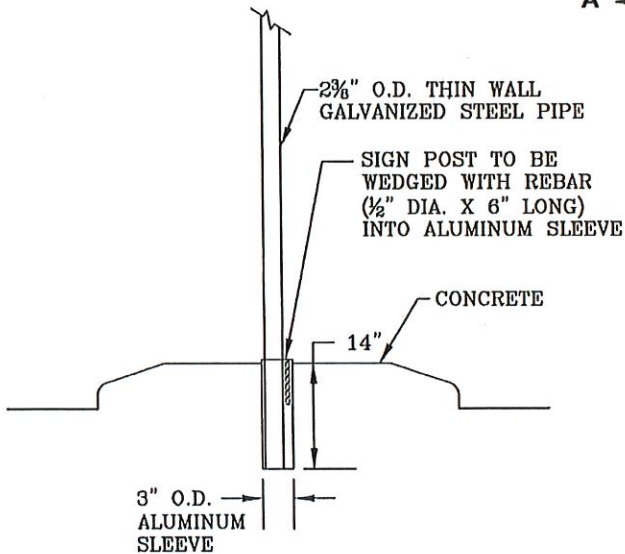
1/15/2020

NOTE:

1. THE USE OF ALUMINUM SLEEVES SHALL BE APPLICABLE FOR ALL CASES WHERE A SIGN POST IS PLACED IN CONCRETE (I.E., SIDEWALKS, ETC.). WHEN PLACED IN A CONCRETE MEDIAN OR TRAFFIC SEPARATOR, IT SHALL BE CENTERED 6' FROM NOSE END, UNLESS OTHERWISE SPECIFIED IN THE PLANS.



**TOP VIEW
MEDIAN NOSE
N.T.S.**



**SECTION A-A
N.T.S.**

DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

1/15/2020

TRAFFIC SIGN
INSTALLATION
INTO CONCRETE

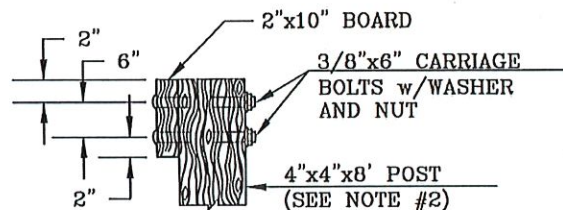
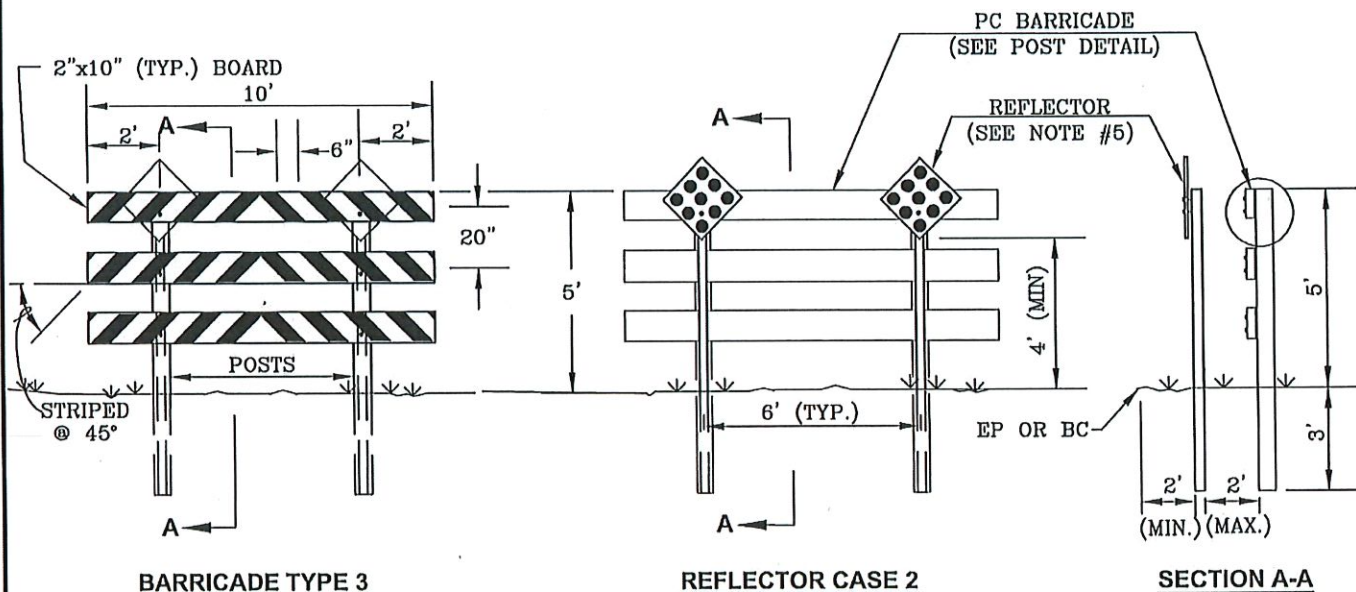
SHEET:

R-20

DATE: 1-30-18

NOTES:

1. STRIPES SHALL BE WHITE AND ORANGE FOR TEMPORARY BARRICADE DURING CONSTRUCTION PHASE AND WHITE AND RED FOR PERMANENT BARRICADE WITH A MATERIAL THAT HAS A HIGH INTENSITY AND SMOOTH SEALED OUTER SURFACE. USE ONLY PRESSURE TREATED POSTS (ASTM D-1760 PRESSURE TREATMENT OF TIMBER PRODUCTS).
2. USE ONLY GALVANIZED COATED HARDWARE.
3. THE SPACING OF REFLECTORS SHALL ALIGN WITH BARRICADE POSTS.
4. REFLECTOR PANEL AND POST ASSEMBLY SHALL COMPLY WITH F.D.O.T. INDEX No. 700-109 FOR CASE 2 AND SECTION 994 OF F.D.O.T. SPECIFICATIONS.



WOOD POST

DATE	REVISION	BY

CITY OF PINELLAS
PARK, FLORIDA
CONSTRUCTION SERVICES
DIVISION

CITY STANDARDS

STANLEY M. EMERSON
PROFESSIONAL ENGINEER # 0046161

Stanley M. Emerson
CITY ENGINEER

BARRICADE
WITH REFLECTORS

SHEET:

R-21

DATE: 1-30-18

1/15/2020

GENERAL NOTES:

1. Cross Slopes and Grades:

- A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
- B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
- C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
- D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.

2. Curb, Curb and Gutter and/or Sidewalk:

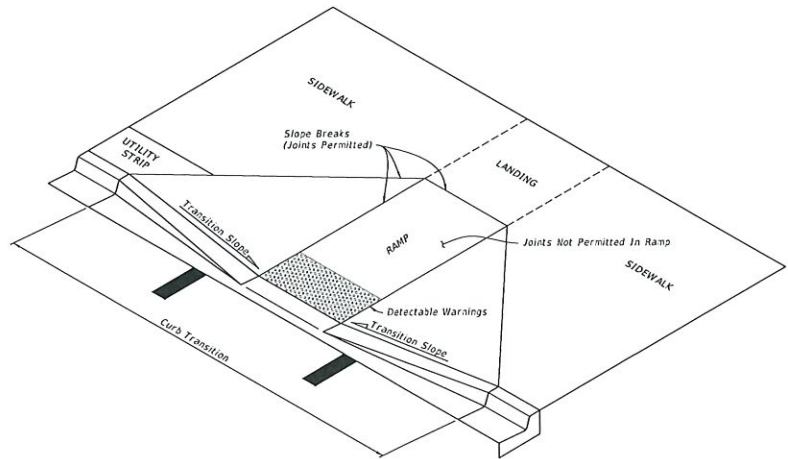
- A. Refer to Index 522-001 for concrete thickness and sidewalk details.
- B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
- C. Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.

3. Curb Ramp Alpha-Identification:

- A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
- B. Alpha-identifications CR-I and CR-J are intentionally omitted.


4. Detectable Warnings:

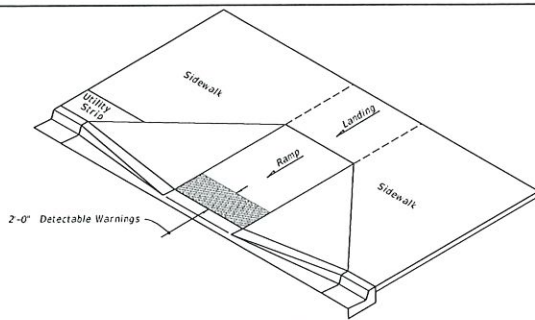
- A. Install detectable warnings in accordance with Specification 527.
- B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
- C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.



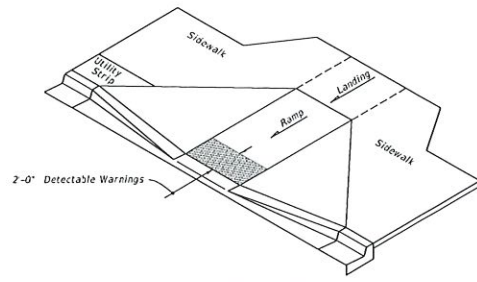
CURB RAMP NOMENCLATURE

12/04/2022 2:15:08 PM

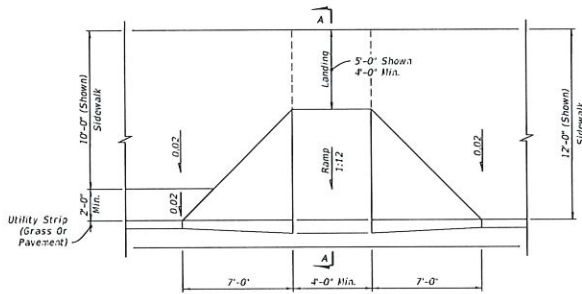
LAST REVISION 11/01/21	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7
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ISOMETRIC VIEW



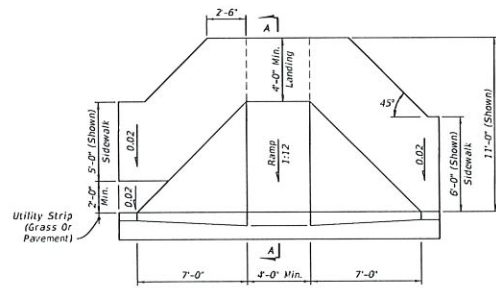
ISOMETRIC VIEW



PLAN VIEW

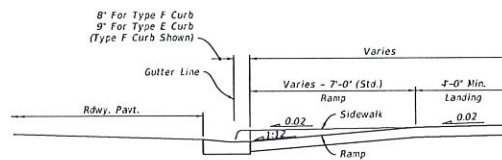
NOTE: For Example of CR-A used in Radial Curb Returns, See Sheet 8.

CR-A



PLAN VIEW

CR-B

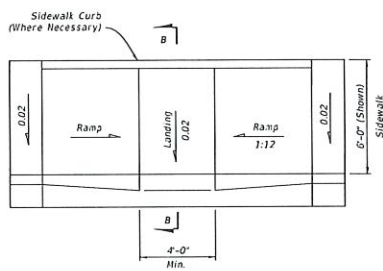


SECTION A-A

SIDEWALK CURB RAMPS CR-A AND CR-B

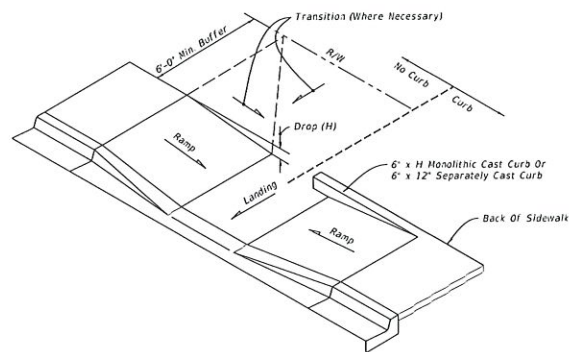
LAST REVISION 11/01/20	DESCRIPTION:	FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 2 of 7
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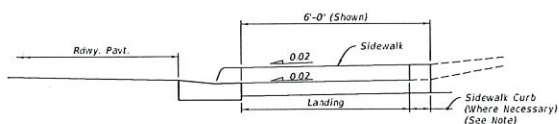


PLAN VIEW

CR-C

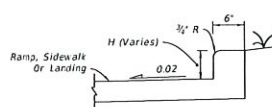


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS

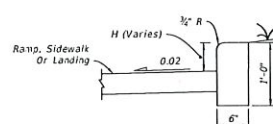


NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

SECTION B-B



MONOLITHIC CAST CURB

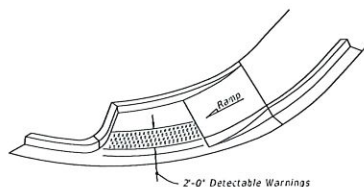


SEPARATELY CAST CURB

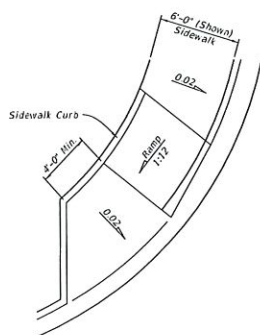
SIDEWALK CURB OPTIONS

SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 3 of 7
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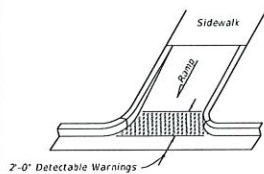


ISOMETRIC VIEW

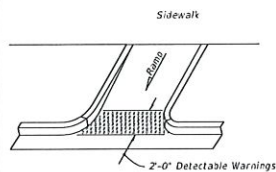


PLAN VIEW

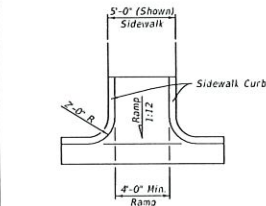
CR-D



OPTION A

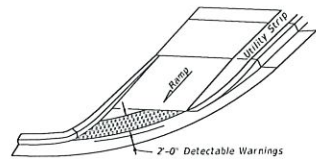


OPTION B
ISOMETRIC VIEW

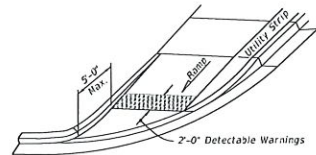


PLAN VIEW

CR-E

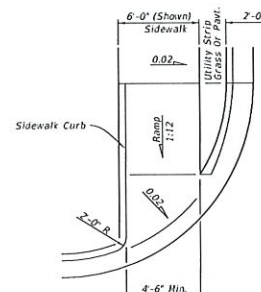


OPTION A



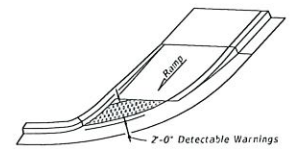
OPTION B

ISOMETRIC VIEW

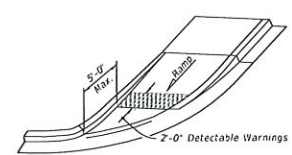


PLAN VIEW

CR-F

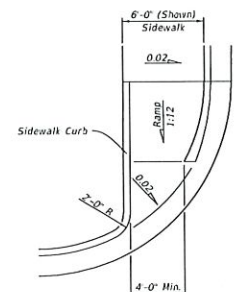


OPTION A



OPTION B

ISOMETRIC VIEW



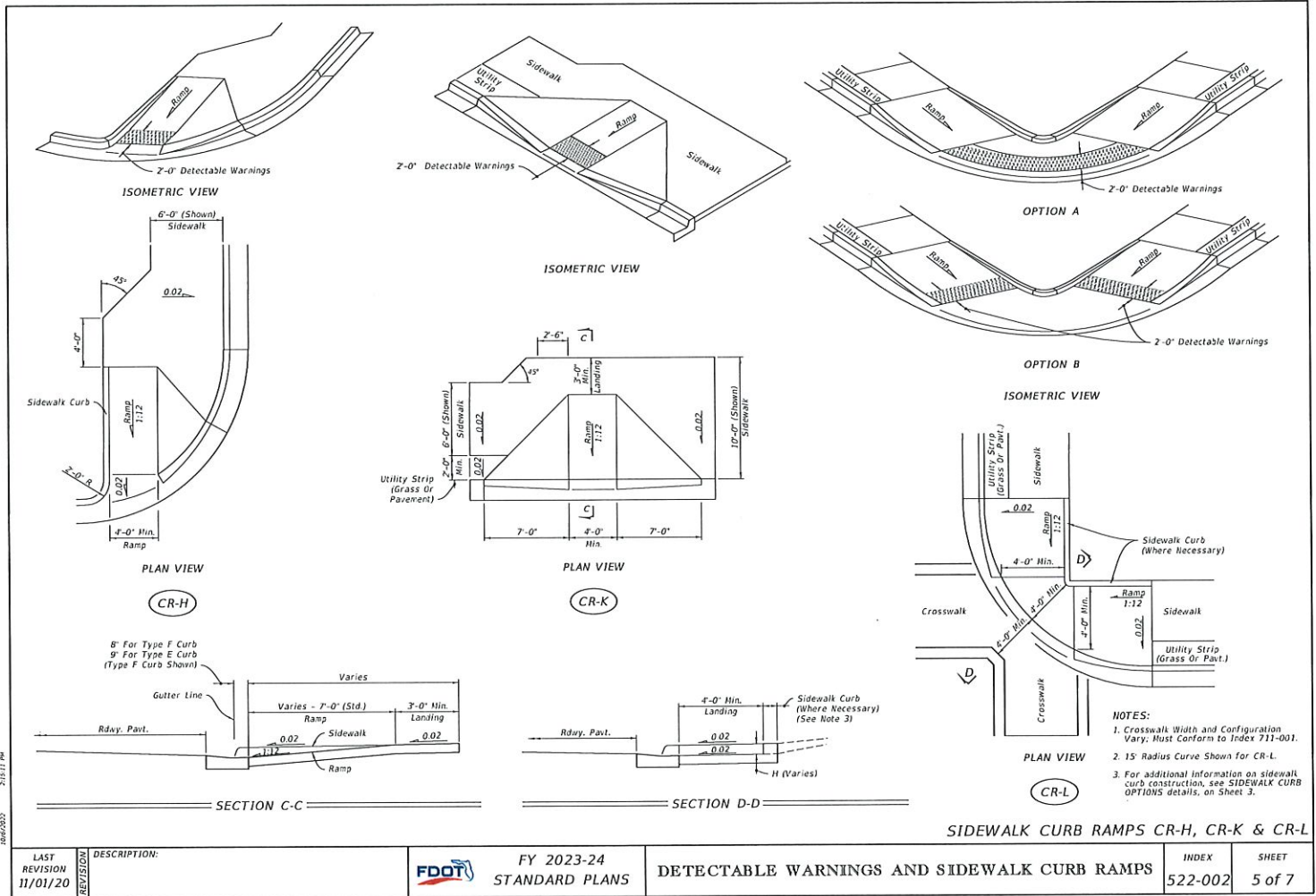
PLAN VIEW

CR-G

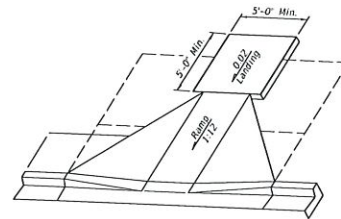
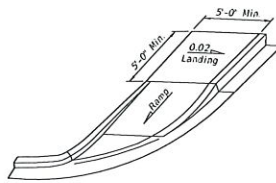
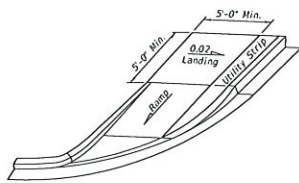
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

10/6/2022 2:15:18 PM

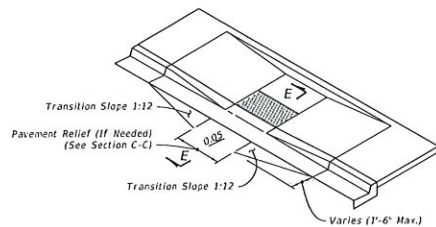
LAST REVISION 11/01/21	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 7
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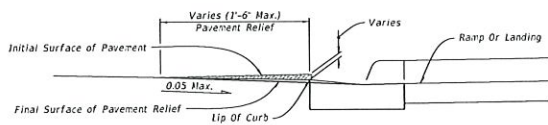
10/06/2022	2:15:11 PM	DESCRIPTION:	FY 2023-24	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	INDEX	SHEET
LAST REVISION	11/01/20	REVISION	STANDARD PLANS		522-002	5 of 7



LANDINGS FOR CURB RAMP WITHOUT SIDEWALKS
(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



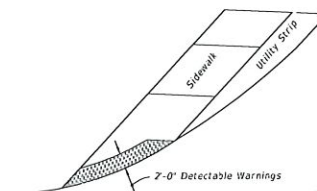
ISOMETRIC VIEW
(CR-C Shown, Other Similar)



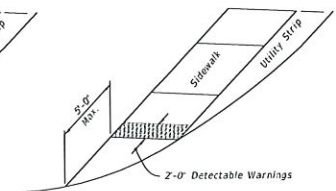
NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding

SECTION E-E

PAVEMENT RELIEF DETAILS



OPTION A



OPTION B

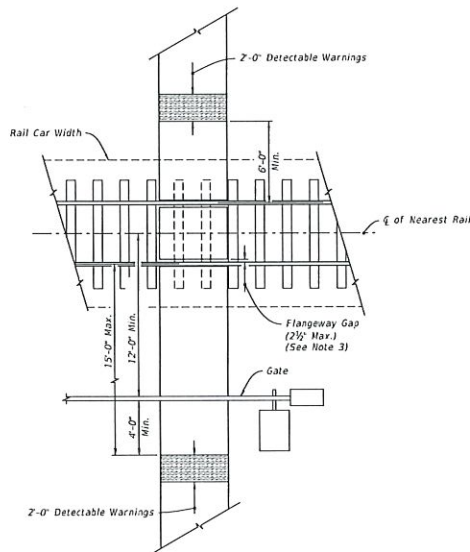
DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMP WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

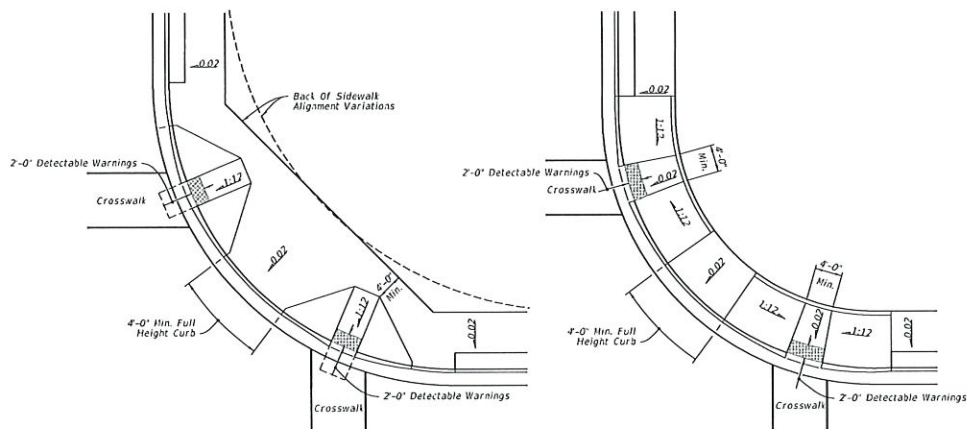
LAST REVISION 11/01/20	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	INDEX 522-002	SHEET 6 of 7
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NOTES:

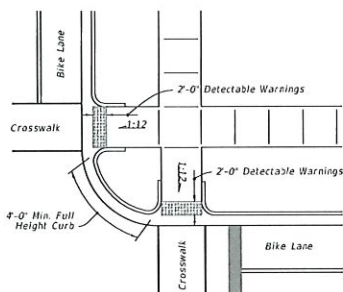
1. Where crosswalk markings are used, ramps must fall within the crosswalk limits. A clear space of 48" minimum is required at the bottom of the ramp within a marked crosswalk. If crosswalk markings are not present, a clear space of 48" minimum is required at the bottom of the ramp outside of active travel lanes.
2. Crosswalk widths and configurations vary; must conform to Index 711-001.
3. Flangeway Gap may be up to 3' for Freight-only Railways.



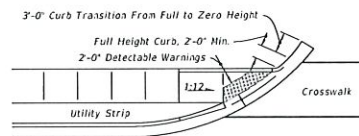
RAILROAD CROSSING



CURB RAMP WITHIN RADIAL RETURN



CURB RAMP OUTSIDE RADIAL RETURN



LINEAR SIDEWALK RAMP

PLACEMENT OF SIDEWALK CURB RAMP AT CURBED RETURNS (TYP.)

RAILROAD CROSSING AND CURB RAMP AT CURBED RETURNS

LAST REVISION	DESCRIPTION	FY 2023-24 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	INDEX	SHEET
11/01/20				522-002	7 of 7

City of
Pinellas Park

Purchasing Department
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Pinellas Park, FL 33780-1100



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Design-Build 23.002 - Harmony Heights Sidewalks
Clarification #1
1 February 2023

1. **Question:** Is there any milling/paving on this project? The advertisement only mentions concrete work.

Answer: This project does include milling and surfacing of all roadways, replacement of all curbing to Type B curb, upgrading of all handicap ramps, replacement of any sidewalk with 5' sidewalk and installing 5' sidewalks in all areas without sidewalks.

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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #1
6 February 2023

1. **Question:** Will the City hold a pre-bid meeting?
Answer: Yes, a mandatory pre-bid meeting is tentatively scheduled for 10:00 A.M. EST on Wednesday, 1 March 2023 at the Public Works Operation Center located at 6250 82nd Avenue, Pinellas Park, FL 33781.
2. **Question:** Can a map of the overall limits be provided?
Answer: Please see the attached map.
3. **Question:** Please confirm that no drainage or utility work is proposed.
Answer: There is not any proposed drainage or utility work. However, the selected firm will be responsible to ensure the area has positive drainage.
4. **Question:** Please comment on the anticipated award date.
Answer: The anticipated award date is April 2023.
5. **Question:** Please comment on who is responsible for grant management. Will this be the City?
Answer: The City will assume responsibility for grant management, the selected firm will be responsible for complying with the grant terms, including providing certified payrolls, notarized applications for payment and all backup information.

Harmony Heights Neighborhood

Phase 1

Mil, Pave, Replace curb with B Type Curb, replace existing sidewalks with 5' sidewalks and install new 5' sidewalks where there are none
 Add 5' Sidewalks only, no road or curb work.

Harmony Heights Neighborhood

Phase 1

- Mil, Pave,
Replace curb with B
Type Curb, replace
existing sidewalks
with 5' sidewalks and
install new 5'
sidewalks where there
are none
- Add 5'
Sidewalks only, no
road or curb work.

Harmony Heights Neighborhood

Phase 1

- Mil, Pave,
Replace curb with B
Type Curb, replace
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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #2
22 March 2023

1. **Question:** Please verify if all of the driveway aprons are to be replaced for this project?
Answer: No. The area is mostly flat. Only replace driveway aprons if necessary.

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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #3
28 March 2023

1. **Question:** The existing curb is 18" wide throughout the project. Can you verify that all of the curb is to be replaced with the City's Type B 24" curb and not just replaced as needed as mentioned in the pre-bid?

Answer: Yes, all the 18" flat curb is to be replaced with Type B curb. There is one small area on 86th Avenue, just West of 55th Street that has Type B curb and can stay.

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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #4
29 March 2023

1. **Question:** Slope of driveways, there are a few driveways need adjusting to be in compliance to match new curb. What would be an acceptable slope with drainage inlets next to driveways?

Answer: Drop offs next inlets would need to meet Fdot standards.

2. **Question:** ROW where residents remove grass and installed brick pavers. Are we showing removal and replaced with sod?

Answer: If the brick pavers are in conflict with the improvements they should be removed and replaced. If they may be left, that is acceptable.

3. **Question:** Curb: Miami Curb, are we to assume that we need to keep the curb at EP since Miami is a wider than the existing curb?

Answer: Existing roadway widths vary due to roadway being constructed in the 1960, roadway width should kept as wide as possible but should not be less than 20 feet.

4. **Question:** Valve Boxes in ADA ramp: If the valve box cannot be lowered with the new ADA slope, are we to assume we need to lower the valve and line to made grades?

Answer: City of Pinellas Park will relocate a utility in this case. Contractor will not be responsible for utility relocation.

5. **Question:** Who provides water service and depending on the answer to #4, will separate utility permits be required? Who is responsible for pulling them, both financially and physically?

Answer: The City of Pinellas Park provides water service and will waive any City issued permit fee.

6. **Question:** Is the design team required to include asphalt cores and test borings, as part of the design fee and analysis?

Answer: All testing will be handled by a 3rd party testing company at the City's expense. However, design firm will be responsible for coordination of testing.

7. **Question:** It appears that there is failed base within the limits of the project, this will require full reconstruction. How will the limits be determined so that all bidders are basing their quote on the same information?

Answer: Please provide a \$150,000 contingency for this project. Any base repair will be handled from that.

8. **Question:** In Q&A Document #1, the response to question 3 states that positive drainage has to be provided. However, during the pre-bid, the focus was to match elevations. A visit to the site finds that there are locations that hold water. Will the City accept curbing constructed at less than 0.3%?

Answer: The City would prefer .03% slope for curb. Less than .3 will be accepted when absolutely necessary. The city's goal is to maintain positive drainage. Please include 50 tons of a leveling course to assist in slope.

9. **Question:** Q&A Document #2 stated that all driveway aprons do not need to be replaced. Please confirm that the need to replace a driveway apron will solely be at the Contractor's discretion.

Answer: Driveway aprons eligible to remain must meet cross slope requirements and be of sound repair.

10. **Question:** As a follow up to the above, the need to provide a dropped curb section at each driveway may require the reconstruction of each apron. Please confirm that the Contractor will be able to deviate from the City detail in order to match existing apron elevations in an effort to minimize replacement.

Answer: A modified type B will be permitted to match the existing driveway if the drive is in good repair.

11. **Question:** Provided details suggest minimum roadway width is 21' (R-1) or 24' (R-5). Please confirm if intent is to standardize road width or match existing.

Answer: Existing roadway widths vary due to roadway being constructed in the 1960, roadway width kept as wide as possible but should not be less than 20 feet.

12. **Question:** Please confirm that pavement markings and signage improvements are not proposed.

Answer: This is correct. Per FDOT spec, 24" Stop bars will be required as part of the pavement resurfacing.

13. **Question:** Will a crushed concrete curb pad be required? Or, will the City allow for the curb to be constructed over insitu material?

Answer: Crushed concrete pad will not be required Unless insitu material is unsuitable. All in situ material shall be compacted prior to curb installation. Any requirements for curb pad will be covered under contingency.

14. **Question:** A layout plan will be needed prior to construction. Please confirm that the City will not require that proposed elevations be shown on this plan.

Answer: Correct. The Contractor will be required to provide positive drainage during the construction of curbing.

15. **Question:** For the as-builts, will elevation information be required?

Answer: For as-builts, elevations will be required every 100 feet to show positive drainage. Where the curb does not meet preferred slope elevations every 50' will be required.

16. **Question:** The Bid Submittal checklist lists what needs to be submitted at the time of bidding. Please comment if documents not shown on this list need to be submitted.

Answer: The Bid Submittal Checklist defines the minimum required documents to submit with your package.

17. **Question:** Please comment on how the City will be awarding the contract. Will this solely be based on price?

Answer: The City will review all submissions and select the submission that best serves the interest of the City.

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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #5
31 March 2023

1. **Question:** Thanks for the detailed responses. These responses do mean that we will need to re-evaluate our approach. Would it be possible to extend the bid submission deadline by a week?

Answer: The due date for Design-Build 23.002 - Harmony Heights Sidewalks is extended to 10:00 A.M. EST on Wednesday, 12 April 2023.

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Design-Build 23.002 - Harmony Heights Sidewalks
Questions and Answers #6
3 April 2023

1. **Question:** What contingency shall be allocated should we encounter that the existing asphalt area depth is insufficient to accommodate the 2" milling without compromising the base material.

Answer: All Asphalt will be paid for on a per ton basis. This is assuming a 2" overlay. Field conditions will be dealt with on a case by case basis.

2. **Question:** If the base material needs to be replaced how can we seek compensation?

Answer: This will be compensated under the contingency item.

3. **Question:** Please confirm we keep the millings for our purposes.

Answer: Yes

4. **Question:** Please confirm red-lined As-Built drawings will be sufficient upon completion.

Answer: Correct.