

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

City of Clearwater, FL
Contract 20-0026-EN Piggyback
Fairlawn Phase-V
Sidewalk Project

Central Florida Contractors, Inc.
13345 Pine Bark Court
Largo, FL 33774
727.596.0708

Construction Services

**CITY OF PINELLAS PARK
FAIRLAWN PHASE-V
SIDEWALK PROJECT**

**City of Clearwater, FL
Contract 20-0026-EN
Piggyback**

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City of Clearwater, FL – Project 20-0026-EN Bid Package



Jeffery Roberts <jroberts@pinellas-park.com>

Re: Sidewalk contract for Ppiggyback approval

1 message

Gary Moskaluk <GMoskaluk@pinellas-park.com>

Tue, Jan 3, 2023 at 4:25 PM

To: Kyle Arrison <KArrison@pinellas-park.com>

Cc: Jeffery Roberts <jroberts@pinellas-park.com>

Good afternoon Kyle,

Please proceed with your project. The piggyback contract meets or exceeds the requirements of the City.

Thank you.

Gary Moskaluk
Purchasing Director
City of Pinellas Park
(727)369-5711

On Tue, Dec 27, 2022 at 7:50 AM Kyle Arrison <KArrison@pinellas-park.com> wrote:

Gary,

Can you please approve the attached contract for the purpose of piggybacking? I would like to use central florida for our 2022 sidewalk program.

 **2021 SIDEWALKS PROJECT - 20-0026-EN.pdf**

Kyle B. Arrison
Construction Services Director
City of Pinellas Park
Public Works Operation Center
6250 82nd Ave,
Pinellas Park, FL 33781
Office:(727) 369-5621
Cell: (727) 647-0170

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BIDDER'S PROPOSALPROJECT: 2021 Sidewalks (20-0026-EN)CONTRACTOR: Central Florida Contractors IncBIDDER'S GRAND TOTAL: \$ 868,248⁴³ (Numbers)BIDDER'S GRAND TOTAL: Eight hundred sixty Eight thousand two hundred forty eight and $\frac{43}{100}$

(Words)


**2021 Sidewalks
(PROJECT #20-0026-
EN)**

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
New Sidewalk					
1.0	Mobilization and Site Preparation				
1.1	Maintenance of Traffic	LS	1	<u>15,000⁰⁰</u>	\$ <u>15,000⁰⁰</u>
1.2	Mobilization (5%)	LS	1	<u>10,000⁰⁰</u>	\$ <u>10,000⁰⁰</u>
1.3	Demolition (5%)	LS	1	<u>10,000⁰⁰</u>	\$ <u>10,000⁰⁰</u>
1.4	Erosion and Sediment Control	LS	1	<u>5,000⁰⁰</u>	\$ <u>5,000⁰⁰</u>
1.5	Root Pruning	LF	558	<u>6⁰⁰</u>	\$ <u>3,348⁰⁰</u>
1.6	Sprinklers (Yard Frontage) (Section IVa)	LF	500	<u>5⁰⁰</u>	\$ <u>2,500⁰⁰</u>
1.7	Sod - St. Augustine (if needed)	SF	1200	<u>4⁰⁰</u>	\$ <u>4,800⁰⁰</u>
1.8	Sod - Bahia (if needed)	SF	1200	<u>3⁰⁰</u>	\$ <u>3,600⁰⁰</u>
1.9	Project Sign (portable)	LS	1	<u>1,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>
1.10	Tree Removal (4" -12" DIA)	EA	4	<u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>
1.11	Tree Removal (13" -24" DIA)	EA	1	<u>1,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>
1.12	Tree Removal (25" - 36" DIA)	EA	1	<u>1,500⁰⁰</u>	\$ <u>1,500⁰⁰</u>
1.13	Tree Removal (GREATER THAN 36" DIA)	EA	1	<u>5,000⁰⁰</u>	\$ <u>5,000⁰⁰</u>
1.14	Tree Removal (PALM)	EA	4	<u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>

Subtotal- Mobilization and Site Preparation					\$66,748⁰⁰
2.0	New Sidewalk				
2.1	4" Thick Concrete Sidewalk (3000 psi w/ fiber mesh)	SF	1500	5 ⁰⁰	\$ 7,500 ⁰⁰
2.2	6" Thick Concrete Sidewalk (3000psi w/fiber mesh)	SF	20000	6 ⁰⁰	\$ 120,000 ⁰⁰
2.3	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwff)	SF	735	6 ⁵⁰	\$ 4,777 ⁵⁰
2.4	Install Detectable Warning Mats on existing sidewalk ramps	EA	38	280 ⁰⁰	\$ 10,640 ⁰⁰
2.5	ADA mat only (detectable warning surface installed on existing conc.)	EA	200	240 ⁰⁰	\$ 48,000 ⁰⁰
2.6	ADA ramps with mat FDOT 304, CR-E, CR-F, CR-L & City Index 109	EA	80	1,100 ⁰⁰	\$ 88,000 ⁰⁰
2.7	ADA ramps with modified valley gutter	EA	46	1,100 ⁰⁰	\$ 50,600 ⁰⁰
2.8	Remove & Construct transition curb as required (ADA ramps)	LF	142	25 ⁰⁰	\$ 3,550 ⁰⁰
2.9	City Valley Gutter Curb	LF	115	25 ⁰⁰	\$ 2,875 ⁰⁰
Subtotal - New Sidewalk					\$ 335,942⁵⁰
3.0	Paving				
3.1	1.5" FDOT Type S Asphalt	SY	1480	24 ⁰⁰	\$ 35,520 ⁰⁰
3.2	4" Crushed Conc Base	SY	1480	19 ⁰⁰	\$ 28,120 ⁰⁰
Subtotal - Paving					\$ 63,640⁰⁰
New Sidewalk Subtotal					\$ 466,330⁵⁰
3.3	New Sidewalk Contingency 10%	LS	1	\$ 46,633 ⁰⁵	\$ 46,633 ⁰⁵
New Sidewalk Total					\$ 512,963⁵⁵
Repair and Replace Sidewalk					
4.0	Repair and Replacement Sidewalk				
4.1	4" Thick Concrete sidewalk (3000 psi w/ fiber mesh)	SF	1500	5 ²⁵	\$ 8,625 ⁰⁰

4.2	4" Thick concrete sidewalk Construction with Tree Protection	SF	3000	7 ²⁵	\$ -
4.3	6" Thick Concrete Sidewalk (3000psi w/fiber mesh & wwf)	SF	16000	6 ⁷⁵	\$ 108,000 ⁰⁰
4.4	6" Thick concrete sidewalk repair with tree protection	SF	10000	7 ⁷⁵	\$ 77,500 ⁰⁰
4.5	ADA ramps with modified valley gutter	EA	6	1,500 ⁰⁰	\$ 9,000 ⁰⁰
4.6	Remove & Construct transition curb as required (ADA ramps)	LF	15	50 ⁰⁰	\$ 750 ⁰⁰
4.7	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwf)	SF	735	6 ⁷⁵	\$ 4,961 ²⁵
Subtotal Repair and Replacement Sidewalk					\$ 232,086²⁵
5.0	Curb				
5.1	Modified Curb (R&R)	LF	1275	23 ⁰⁰	\$ 29,325 ⁰⁰
5.2	Valley Curb (R& R)	LF	1275	23 ⁰⁰	\$ 17,250 ⁰⁰
5.3	Type 1 curb (R&R)	LF	750	23 ⁰⁰	\$ 17,250 ⁰⁰
5.4	12" Stabilized subgrade (LBR40)	SY	1000	15 ⁰⁰	\$ 15,000 ⁰⁰
Subtotal Curb					\$ 90,900⁰⁰
	Repair and Replace Sidewalk Subtotal				\$ 322,986²⁵
5.5	Repair and Replace Sidewalk Contingency 10%	LS	1	\$ 32,298 ⁶³	\$ 32,298 ⁶³
	Repair and Replace Sidewalk Total				\$ 355,284⁸⁸
Subtotal					\$ 789,316⁷⁵
Total Contingency					\$ 78,931⁶¹
Total Contract					\$ 868,248⁴³
Bidders Grand Total					\$ 868,248⁴³

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS.

				2021 SIDEWALKS #20-0026-EN					
				BID OPENING - NOVEMBER 18, 2020 AWARD - DECEMBER 17, 2020					
				Central Florida Contractors, Inc. P.O. Box 3987 Seminole, FL 33775		D-Mar General Contracting & Development 1453 S. MLK Jr. Avenue Clearwater, FL 33756 DBE		PCS Civil, Inc. 6920 Asphalt Avenue Tampa, FL 33614	
	BID ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	New Sidewalk								
1.0	Mobilization and Site Preparation								
1.1	Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 137,460.00	\$ 137,460.00	\$ 98,000.00	\$ 98,000.00
1.2	Mobilization (5%)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 34,082.00	\$ 34,082.00	\$ 100,000.00	\$ 100,000.00
1.3	Demolition (5%)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 34,082.00	\$ 34,082.00	\$ 100,000.00	\$ 100,000.00
1.4	Erosion and Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 28,401.00	\$ 28,401.00	\$ 1,000.00	\$ 1,000.00
1.5	Root Pruning	LF	558	\$ 6.00	\$ 3,348.00	\$ 28.40	\$ 15,847.20	\$ 25.00	\$ 13,950.00
1.6	Sprinklers (Yard Frontage) (Section IVa)	LF	500	\$ 5.00	\$ 2,500.00	\$ 28.40	\$ 14,200.00	\$ 15.00	\$ 7,500.00
1.7	Sod - St. Augustine (if needed)	SF	1200	\$ 4.00	\$ 4,800.00	\$ 1.14	\$ 1,368.00	\$ 1.15	\$ 1,380.00
1.8	Sod - Bahia (if needed)	SF	1200	\$ 3.00	\$ 3,600.00	\$ 1.14	\$ 1,368.00	\$ 1.00	\$ 1,200.00
1.9	Project Sign (portable)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,841.00	\$ 2,841.00	\$ 1,500.00	\$ 1,500.00
1.10	Tree Removal (4" -12" DIA)	EA	4	\$ 500.00	\$ 2,000.00	\$ 852.25	\$ 3,409.00	\$ 1,000.00	\$ 4,000.00
1.11	Tree Removal (13" -24" DIA)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,705.00	\$ 1,705.00	\$ 3,200.00	\$ 3,200.00
1.12	Tree Removal (25" - 36" DIA)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,273.00	\$ 2,273.00	\$ 5,500.00	\$ 5,500.00
1.13	Tree Removal (GREATER THAN 36" DIA)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,409.00	\$ 3,409.00	\$ 13,500.00	\$ 13,500.00
1.14	Tree Removal (PALM)	EA	4	\$ 500.00	\$ 2,000.00	\$ 1,136.25	\$ 4,545.00	\$ 6,000.00	\$ 24,000.00
	Mobilization and Site Preparation Subtotal				\$ 66,748.00		\$ 284,990.20		\$ 374,730.00
2.0	New Sidewalk								
2.1	4" Thick Concrete Sidewalk (3000 psi w/ fiber mesh)	SF	1500	\$ 5.00	\$ 7,500.00	\$ 7.95	\$ 11,925.00	\$ 9.00	\$ 13,500.00
2.2	6" Thick Concrete Sidewalk (3000psi w/fiber mesh)	SF	20000	\$ 6.00	\$ 120,000.00	\$ 7.95	\$ 159,000.00	\$ 22.00	\$ 440,000.00
2.3	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwf)	SF	735	\$ 6.50	\$ 4,777.50	\$ 7.95	\$ 5,843.25	\$ 19.00	\$ 13,965.00
2.4	Install Detectable Warning Mats on existing sidewalk ramps	EA	38	\$ 280.00	\$ 10,640.00	\$ 340.84	\$ 12,951.92	\$ 500.00	\$ 19,000.00
2.5	ADA mat only (detectable warning surface installed on existing conc.)	EA	200	\$ 240.00	\$ 48,000.00	\$ 340.81	\$ 68,162.00	\$ 500.00	\$ 100,000.00
2.6	ADA ramps with mat FDOT 304, CR-E, CR-F, CR-L & City Index 109	EA	80	\$ 1,100.00	\$ 88,000.00	\$ 1,704.04	\$ 136,323.20	\$ 1,400.00	\$ 112,000.00
2.7	ADA ramps with modified valley gutter	EA	46	\$ 1,100.00	\$ 50,600.00	\$ 2,556.07	\$ 117,579.22	\$ 1,800.00	\$ 82,800.00
2.8	Remove & Construct transition curb as required (ADA ramps)	LF	142	\$ 25.00	\$ 3,550.00	\$ 34.10	\$ 4,842.20	\$ 80.00	\$ 11,360.00
2.9	City Valley Gutter Curb	LF	115	\$ 25.00	\$ 2,875.00	\$ 34.09	\$ 3,920.35	\$ 55.00	\$ 6,325.00
	New Sidewalk Subtotal				\$ 335,942.50		\$ 520,547.14		\$ 798,950.00
3.0	Paving								
3.1	1.5" FDOT Type S Asphalt	SY	1480	\$ 24.00	\$ 35,520.00	\$ 17.61	\$ 26,062.80	\$ 30.00	\$ 44,400.00
3.2	4" Crushed Conc Base	SY	1480	\$ 19.00	\$ 28,120.00	\$ 51.12	\$ 75,657.60	\$ 30.00	\$ 44,400.00
	Paving Subtotal				\$ 63,640.00		\$ 101,720.40		\$ 88,800.00
	New Sidewalk Subtotal				\$ 466,330.50		\$ 907,257.74		\$ 1,262,480.00
3.3	New Sidewalk Contingency 10%	LS	1	\$ 46,633.05	\$ 46,633.05	\$ 90,725.77	\$ 90,725.77	\$ 126,248.00	\$ 126,248.00
	New Sidewalk Total				\$ 512,963.55		\$ 997,983.51		\$ 1,388,728.00
	Repair and Replace Sidewalk								
4.0	Repair and Replacement Sidewalk								
4.1	4" Thick Concrete sidewalk (3000 psi w/ fiber mesh)	SF	1500	\$ 5.75	\$ 8,625.00	\$ 9.66	\$ 14,490.00	\$ 15.00	\$ 22,500.00
4.2	4" Thick concrete sidewalk Construction with Tree Protection	SF	3000	\$ 7.75	\$ 23,250.00	\$ 9.66	\$ 28,980.00	\$ 17.00	\$ 51,000.00
4.3	6" Thick Concrete Sidewalk (3000psi w/fiber mesh & wwf)	SF	16000	\$ 6.75	\$ 108,000.00	\$ 9.66	\$ 154,560.00	\$ 25.00	\$ 400,000.00
4.4	6" Thick concrete sidewalk repair with tree protection	SF	10000	\$ 7.75	\$ 77,500.00	\$ 9.66	\$ 96,600.00	\$ 30.00	\$ 300,000.00
4.5	ADA ramps with modified valley gutter	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 2,556.33	\$ 15,337.98	\$ 3,000.00	\$ 18,000.00
4.6	Remove & Construct transition curb as required (ADA ramps)	LF	15	\$ 50.00	\$ 750.00	\$ 56.87	\$ 853.05	\$ 90.00	\$ 1,350.00
4.7	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwf)	SF	735	\$ 6.75	\$ 4,961.25	\$ 10.80	\$ 7,938.00	\$ 24.00	\$ 17,640.00
	Repair and Replacement Sidewalk Subtotal				\$ 232,086.25		\$ 318,759.03		\$ 810,490.00
5.0	Curb								
5.1	Modified Curb (R&R)	LF	1275	\$ 23.00	\$ 29,325.00	\$ 34.08	\$ 43,452.00	\$ 33.00	\$ 42,075.00
5.2	Valley Curb (R& R)	LF	1275	\$ 23.00	\$ 29,325.00	\$ 34.08	\$ 43,452.00	\$ 35.00	\$ 44,625.00
5.3	Type 1 curb (R&R)	LF	750	\$ 23.00	\$ 17,250.00	\$ 34.08	\$ 25,560.00	\$ 40.00	\$ 30,000.00
5.4	12" Stabilized subgrade (LBR40)	SY	1000	\$ 15.00	\$ 15,000.00	\$ 29.54	\$ 29,540.00	\$ 15.00	\$ 15,000.00
	Curb Subtotal				\$ 90,900.00		\$ 142,004.00		\$ 131,700.00
	Repair and Replace Sidewalk Subtotal				\$ 322,986.25		\$ 460,763.03		\$ 942,190.00
6.0	Repair and Replace Sidewalk Contingency 10%	LS	1.0	\$ 32,298.63	\$ 32,298.63	\$ 46,076.30	\$ 46,076.30	\$ 94,219.00	\$ 94,219.00
	Repair and Replace Sidewalk Total				\$ 355,284.88		\$ 506,839.33		\$ 1,036,409.00
	SUBTOTAL				\$ 789,316.75		\$ 1,368,020.77		\$ 2,204,670.00
	TOTAL CONTINGENCY - 10%				\$ 78,931.68		\$ 136,802.08		\$ 220,467.00
	TOTAL CONTRACT				\$ 868,248.43		\$ 1,504,822.85		\$ 2,425,137.00
	Bidders Grand Total				\$ 868,248.43		\$ 1,504,822.85		\$ 2,425,137.00
Bid Tabulations are not public until 30 days after bid opening or upon award by City Council, whichever occurs first. corrected The tabulations are based on the unit price multiplied by quantity. Items in yellow have been corrected.									
DBE	Disadvantaged Business Enterprise								

CONTRACT

(1)

This **CONTRACT** made and entered into this 25th day of March, 2021 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Central Florida Contractors, Inc., of the City of Seminole County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Central Florida Contractors Inc., a/an Florida (State) Corporation authorized to do business in the State of Florida, of the City of Seminole County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

WITNESSETH:

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

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

PROJECT NAME: 2021 Sidewalks

PROJECT NO.: 20-0026-EN

in the amount of \$750,000.00

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

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

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

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

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, Rosemarie.Call@myclearwater.com, 600 Cleveland St. Clearwater, FL 33756

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

CONTRACT

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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

CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA

By: William B. Horne II
William B. Horne, II
City Manager

Attest:

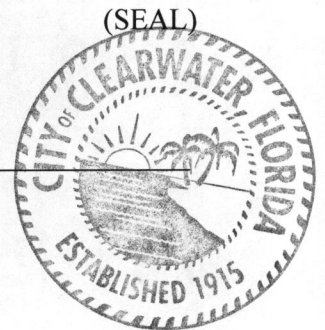
Rosemarie Call
Rosemarie Call
City Clerk

Countersigned:

By: Frank Hibbard
Frank Hibbard
Mayor

Approved as to form:

Owen Kohler
Owen Kohler
Assistant City Attorney



Contractor must indicate whether:

X Corporation, _____ Partnership, _____ Company, or _____ Individual

Central Florida Contractors Inc
(Contractor)

By: George Boone (SEAL)
Print Name: George Boone
Title: President

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

[Apply for a License](#)[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity List Search](#)

Data Contained In Search Results Is Current As Of 12/01/2021 09:31 AM.

Search ResultsPlease 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	CENTRAL FLORIDA CONTRACTORS	DBA	CUC056515 Cert Under	Null and Void, 08/31/2010
License Location Address*:	5410 STRICKLAND AVE. LAKELAND, FL 33812			
Main Address*:	5410 STRICKLAND AVE. LAKELAND, FL 33812			
Mailing Address*:	PO BOX 7237 LAKELAND, FL 33807			
Certified General Contractor	CENTRAL FLORIDA CONTRACTORS	DBA	CGC008340 Cert General	Null and Void, 08/31/2010
License Location Address*:	5410 STRICKLAND AVE. LAKELAND, FL 33812			
Main Address*:	5410 STRICKLAND AVE. LAKELAND, FL 33812			
Mailing Address*:	PO BOX 7237 LAKELAND, FL 33807			
Registered General Contractor	CENTRAL FLORIDA CONTRACTORS	DBA	RG0002499 Reg General	Null and Void 06/30/1991
License Location Address*:	INC CUSTOM BUILDERS ORMOND BEACH, FL 32174			
Main Address*:	INC CUSTOM BUILDERS ORMOND BEACH, FL 32174			
Registered General Contractor	CENTRAL FLORIDA CONTRACTORS	Alternate	RG0002499 Reg General	Null and Void 06/30/1991
License Location Address*:	INC CUSTOM BUILDERS ORMOND BEACH, FL 32174			
Main Address*:	INC CUSTOM BUILDERS ORMOND BEACH, FL 32174			
Construction Business Information	CENTRAL FLORIDA CONTRACTORS	Primary	Business Info	Current, Active
License Location Address*:	5410 STRICKLAND AVE LAKELAND, FL 33812			
Main Address*:	P O BOX 7237 LAKELAND, FL 33807			
Certified General Contractor	GENERAL CONTRACTORS OF CENTRAL FLORIDA LLC	DBA	CGC1523012 Cert General	Current, Active 08/31/2022
License Location Address*:	1650 SAND LAKE RD ORLANDO, FL 32809			
Main Address*:	1650 SAND LAKE RD 205 ORLANDO, FL 32809			
Construction Business Information	GENERAL CONTRACTORS OF CENTRAL FLORIDA LLC	Primary	Business Info	Current
License Location Address*:	444 SOUTH DEERWOOD AVENUE ORLANDO, FL 32825			
Main Address*:	6040 SW 109TH COURT MIAMI, FL 33173			
Electrical Business Information	UNITED CONTRACTORS OF CENTRAL FLORIDA INC	Primary	Business Info	Current
Main Address*:	609 E CITRUS ST ALTAMONTE SPRINGS, FL 32701			

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

Search

Business Name

Primary Industry Type

Select Industry Type(s) ▼

Hiring Site Locations (by state)

Select State(s) ▼

Account Status

- Any - ▼


Items per page

10 ▼

SEARCH

RESET

<u>Employer</u> ▲	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	Hiring Site Locations (by state)
Central Florida Contractor Services		Terminated	01/28/2019	02/25/2022	10 to 19	1	FL
CENTRAL FLORIDA CONTRACTORS, INC.		Open	02/05/2015		20 to 99	1	FL

Showing 1 to 2 of 2 entries.  [CSV](#)

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Detail by Entity Name

Florida Profit Corporation

CENTRAL FLORIDA CONTRACTORS INC.

Filing Information

Document Number	V32181
FEI/EIN Number	59-3119568
Date Filed	04/29/1992
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/10/1993
Event Effective Date	NONE

Principal Address

13345 PINE BARK CT
LARGO, FL 33774

Changed: 01/09/2012

Mailing Address

P O BOX 3987
SEMINOLE, FL 33775

Changed: 03/03/1999

Registered Agent Name & Address

GOMES, GEORGE
13345 PINE BARK COURT
LARGO, FL 33774

Name Changed: 08/30/1993

Address Changed: 02/04/2003

Officer/Director Detail

Name & Address

Title P

GOMES, GEORGE

13345 PINE BARK CT.
LARGO, FL 33774

Title Secretary

GOMES, CHRISTINE
13345 PINE BARK CT.
LARGO, FL 33774

Title VP

Gomes, Louis
P O BOX 3987
SEMINOLE, FL 33775

Annual Reports

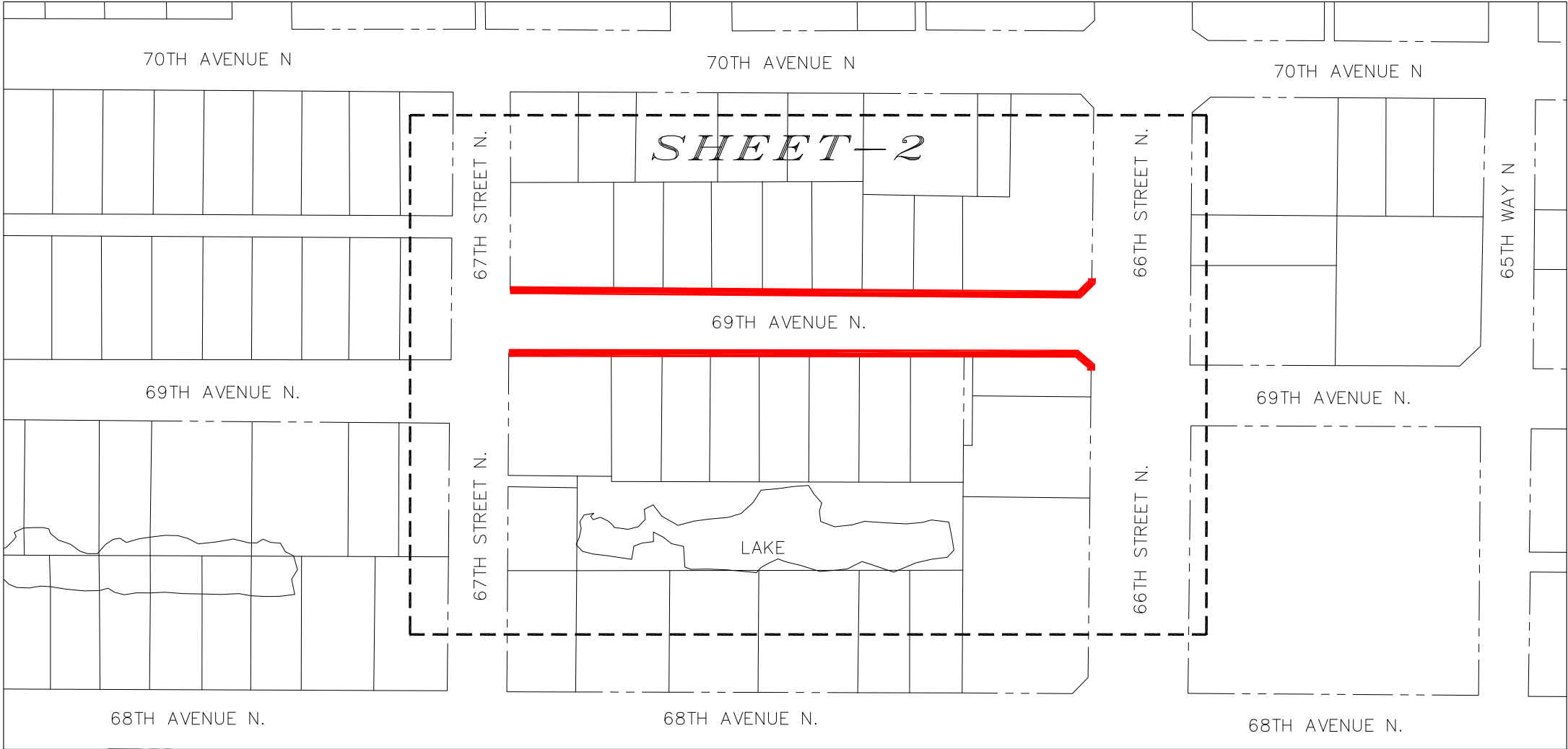
Report Year	Filed Date
2020	03/01/2020
2021	01/13/2021
2022	01/21/2022

Document Images

01/21/2022 -- ANNUAL REPORT	View image in PDF format
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03/03/1999 -- ANNUAL REPORT	View image in PDF format

CITY OF PINELLAS PARK
- PLANS OF PROPOSED -
69TH AVENUE NORTH
SIDEWALK PROJECT

LOCATION MAP



SHEET INDEX

SHT. #	DESCRIPTION / GENERAL LOCATION
1	COVER SHEET
2	69H AVENUE N. (BOTH SIDES) FROM 66TH STREET N. TO 67TH STREET N.
3	DETAILS
4	SUMMARY OF PAY ITEMS



PLANS DESIGNED BY:



CITY OF PINELLAS PARK
CONSTRUCTION SERVICES DIVISION
6250 82ND AVENUE NORTH
PINELLAS PARK, FLORIDA 33781
PHONE N.O. (727) 369-5625
FAX No. (727) 369-5724

CITY COUNCIL

COUNCIL
PATTI REED
KEITH SABIEL

MAYOR
SANDRA BRADBURY


COUNCIL
RICK BUTLER
JERRY A. MULLINS



NO.	REVISION	DATE
1	REVISION OPEN DITCH	5-26-22

ADA SIDEWALK PROGRAM

CITY OF



PINELLAS PARK

* SIMPLY CENTERED *

PUBLIC WORKS DEPARTMENT

CITY OF PINELLAS PARK, FLORIDA

CONSTRUCTION SERVICES DIVISION

PROPOSED ADA SIDEWALK
69TH AVENUE NORTH

SCALE:	1"=40'	DESIGNED BY:	CVQ	DATE:	12-10-21
HORZ.	N/A	DRAWN BY:	CVQ	DATE:	12-10-21
VERT.	N/A	CHECKED BY:	AP	DATE:	12-10-21
SHEET 2 OF 4					

SUMMARY OF PAY ITEMS

69TH AVENUE NORTH SIDEWALK PROJECT

ITEM NUMBER	SIZE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
1	4"	NEW CONCRETE SIDEWALK	SY	445		
2	4"	REMOVE EXISTING CONCRETE SIDEWALK	SY	54		
3	6"	REMOVE EXISTING CONCRETE DRIVEWAY	SY	300		
4	6"	REPLACE EXISTING CONC. DRIVEWAY & SIDEWALK	SY	498		
5	6"	CONCRETE SIDEWALK HANDICAP RAMP (FDOT INDEX NO. 522-002)	SY	38		
6	N/A	YELLOW LIQUID TRUNCATED DOMES FOR HANDICAP RAMP (FDOT INDEX NO. 522-002)	EA	2		
7	6"	REMOVE AND REPLACE 2' WIDE DROP CURB (FDOT INDEX NO. 520-001)	LF	67		
8	N/A	REMOVE EXISTING ASPHALT DRIVEWAY	SY	215		
9	N/A	REPAIR EXISTING ASPHALT DRIVEWAY AND CUTS	SY	69		
10	N/A	ADJUST THE PAVERS TO MEET ADA	LS	1 L.S.		
11	6"	BACK OF SIDEWALK CURB	LF	41		
12	N/A	GRADE	SY	143		
13	N/A	EXCAVATION	LS	1 L.S		
14	N/A	CLEARING & GRUBBING	LS	1 L.S		
15	N/A	FILL MATERIAL	CY	40		
16	N/A	SODDING (IN KIND)	SY	504		
17	N/A	MOBILIZATION	LS	1 L.S		
18	N/A	MAINTENANCE OF TRAFFIC	LS	1 L.S		
19	N/A	CONTINGENCY	LS	1 L.S		
					TOTAL	

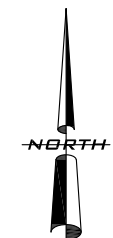
CITY OF PINELLAS PARK
– PLANS OF PROPOSED –
FAIRLAWN PARK PHASE V
SIDEWALK PROJECT

LOCATION MAP

SHEET INDEX



SHT. #	DESCRIPTION / GENERAL LOCATION
1	COVER SHEET
2	84TH AVENUE N. (BOTH SIDES) FROM BELCHER RD TO SEE SHEET-3
2	70TH STREET N. (BOTH SIDES) FROM 84TH AVENUE N. TO 83RD AVENUE N.
2	83RD AVENUE N. (BOTH SIDES) FROM 70TH STREET N. TO SEE SHEET-3
3	84TH AVENUE N. (BOTH SIDE) FROM SEE SHEET-2 TO FAIRLAWN PHASE IV
4	82ND AVENUE N. (SOUTH SIDE) FROM 67TH STREET N. TO 82ND AVENUE CT.
4	82ND AVENUE N. CT. (BOTH SIDE) FROM 82ND AVENUE N. TO CUL-DE-SAC
5	DETAILS



PLANS DESIGNED BY:



**CITY OF PINELLAS PARK
CONSTRUCTION SERVICES DIVISION
6250 82ND AVENUE NORTH
PINELLAS PARK, FLORIDA 33781
PHONE N.O. (727) 369-5625
FAX No. (727) 369-5724**

CITY COUNCIL

COUNCIL

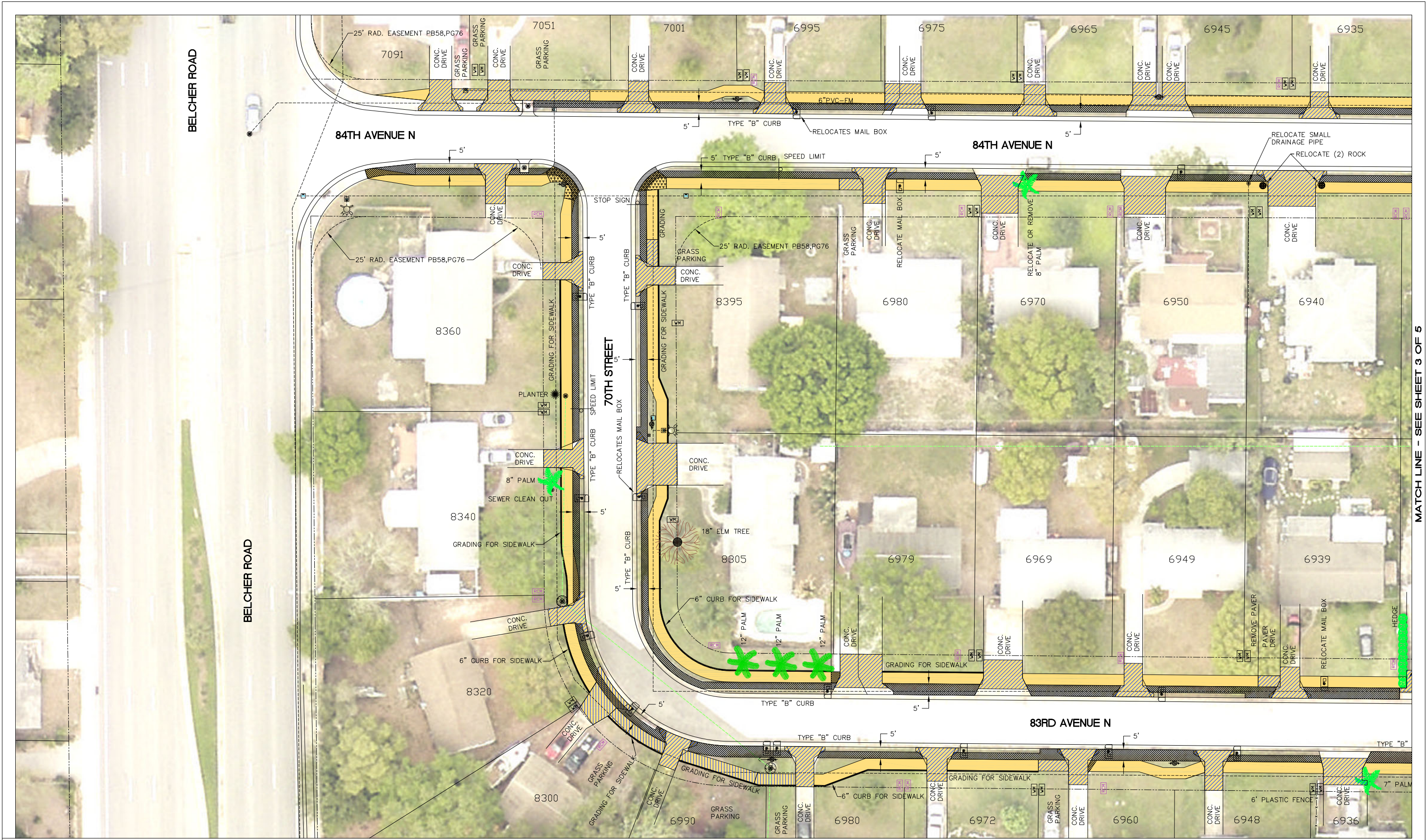
PATTI REED
KEITH SABIEL

MAYOR

SANDRA BRADBURY

COUNCIL

RICK BUTLER
JERRY A. MULLINS



NO.	REVISION	DATE

FAIRLAWN PARK PHASE-V



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

PROPOSED SIDEWALK

SCALE:	1"=40'	DESIGNED BY:	CVQ	DATE:	6-15-21
HORZ.	N/A	DRAWN BY:	CVQ	DATE:	6-15-21
VERT.	N/A	CHECKED BY:	AP	DATE:	6-15-21

MATCH LINE - SEE SHEET 3 OF 5

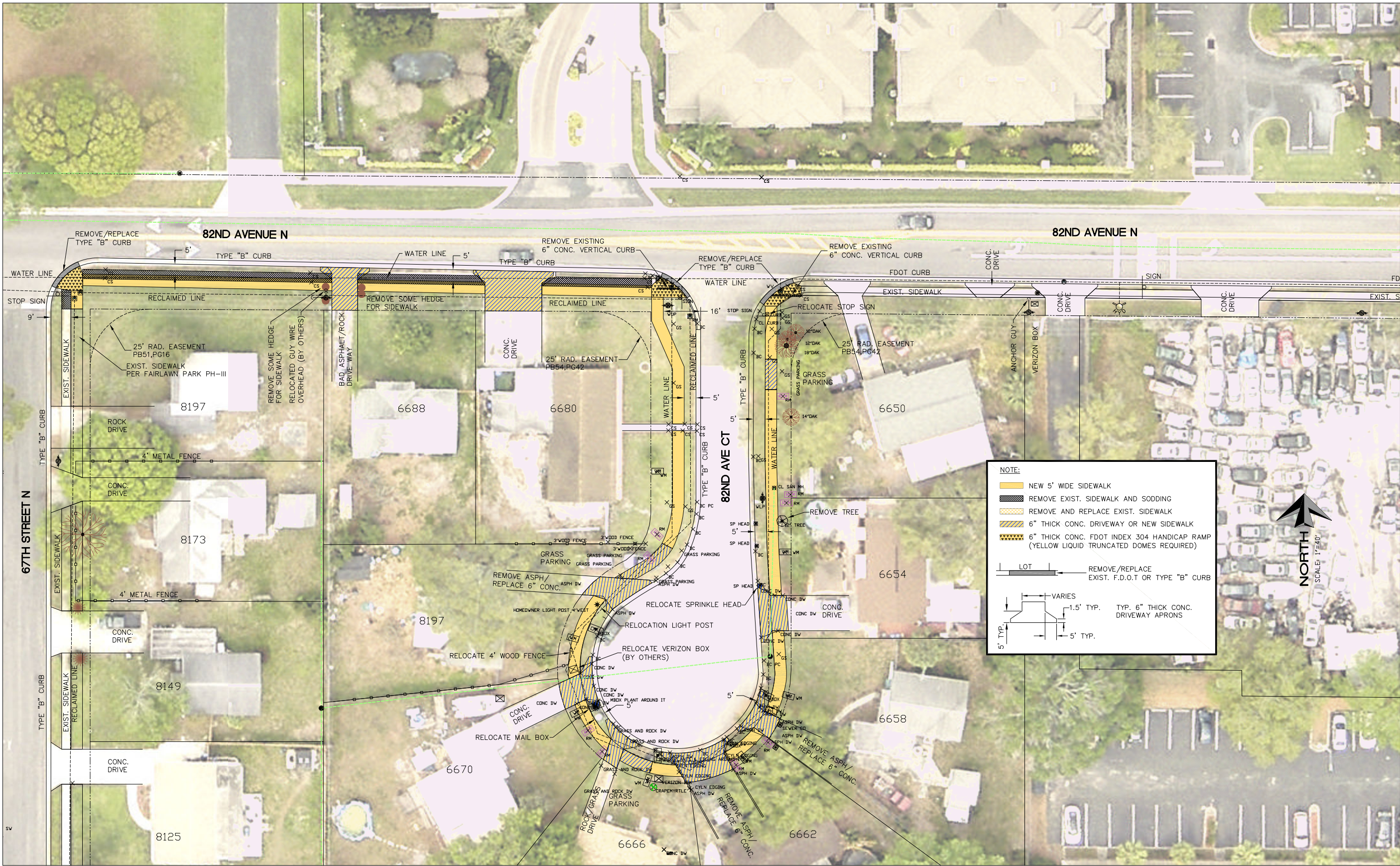
FAIRLAWN PARK PH-IV

67TH STREET N

82ND AVENUE N

82ND AVENUE N

82ND AVE CT



NOTE:

- NEW 5' WIDE SIDEWALK
- REMOVE EXIST. SIDEWALK AND SODDING
- REMOVE AND REPLACE EXIST. SIDEWALK
- 6" THICK CONC. DRIVEWAY OR NEW SIDEWALK
- 6" THICK CONC. FDOT INDEX 304 HANDICAP RAMP (YELLOW LIQUID TRUNCATED DOMES REQUIRED)
- LOT REMOVE/REPLACE EXIST. F.D.O.T. OR TYPE "B" CURB
- VARIES
- 1.5' TYP.
- 5' TYP.
- TYP. 6" THICK CONC. DRIVEWAY APRONS

NO.	REVISION	DATE

FAIRLAWN PARK PHASE-V



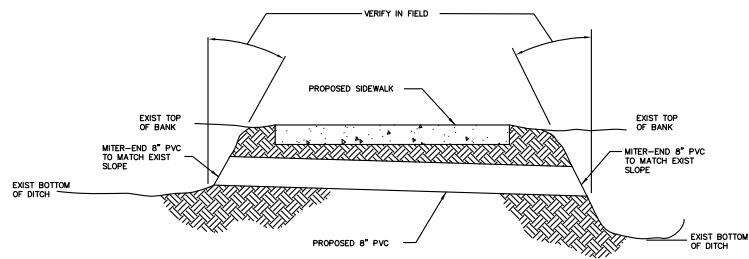
PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION SERVICES DIVISION

PROPOSED SIDEWALK

SCALE:	1"=40'	DESIGNED BY:	CVQ	DATE:	6-15-21
HORZ.	N/A	DRAWN BY:	CVQ	DATE:	6-15-21
VERT.	N/A	CHECKED BY:	AP	DATE:	6-15-21

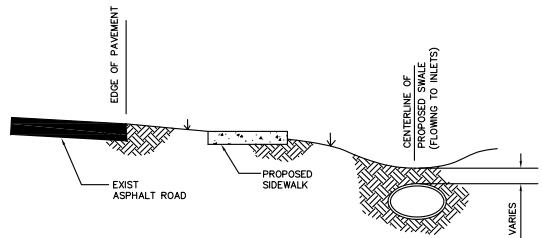
SHEET 4 OF 5

FILE NAME & LOCATION: L:\Land\Projects\Engineering\Sidewalks\Inventory\18-19_Sidewalks_Fairlawn\Variation Park_Sidewalk_Plan_V01.dwg



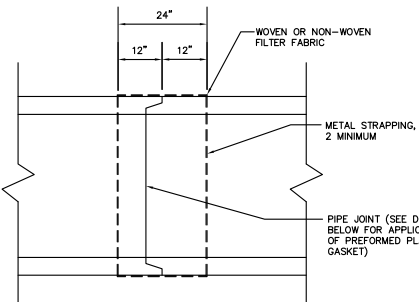
8" PVC PIPE END MODIFICATION

N.T.S.

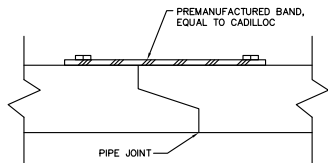


TYPICAL SECTION

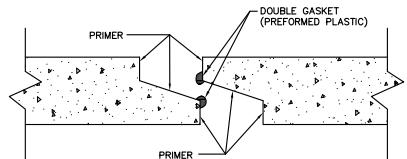
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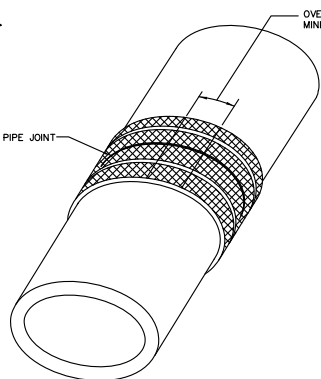
PIPE SECTION



EXTERNAL BAND/JACKET
ALTERNATE JOINT SECTION



JOINT SECTION (BEFORE PULL-UP)

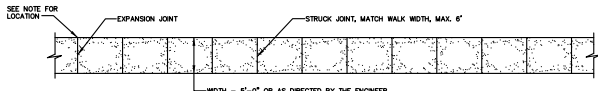


ISOMETRIC VIEW

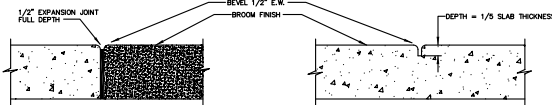
FILTER FABRIC JACKET - STANDARD

ELLIPTICAL CONCRETE PIPE JOINT

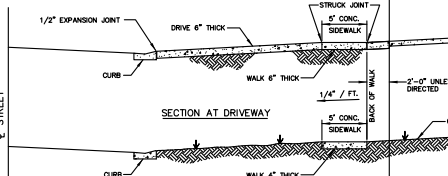
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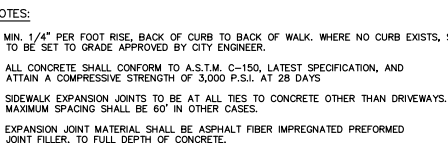
TYPICAL SIDEWALK PLAN



JOINT DETAILS



SECTION AT DRIVEWAY



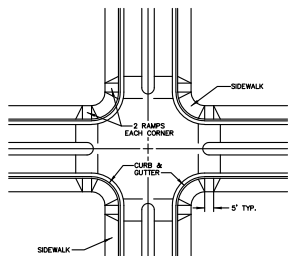
SECTION AT SIDEWALK

NOTES:

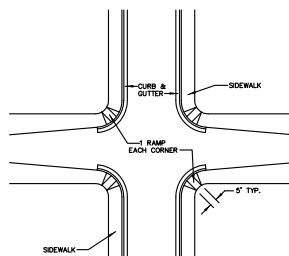
1. MIN. 1/4" PER FOOT RISE, BACK OF CURB TO BACK OF WALK. WHERE NO CURB EXISTS, SIDEWALK TO BE SET TO GRADE APPROVED BY CITY ENGINEER.
2. ALL CONCRETE SHALL CONFORM TO A.S.T.M. C-150, LATEST SPECIFICATION, AND ATTAIN A COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS
3. SIDEWALK EXPANSION JOINTS TO BE 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.

TYPICAL SIDEWALK
DETAIL

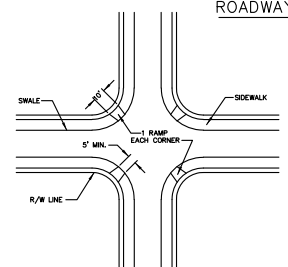
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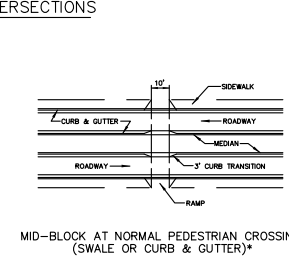
2 MAJOR ROADWAYS
(CURB & GUTTERS)



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



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



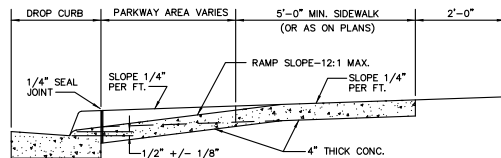
MID-BLOCK AT NORMAL PEDESTRIAN CROSSING
(SWALE OR CURB & GUTTER)*

- NOTES:
1. RAMP RISES MAY BE 4" THICK IN RESIDENTIAL AREAS, BUT SHALL BE 6" THICK ELSEWHERE.

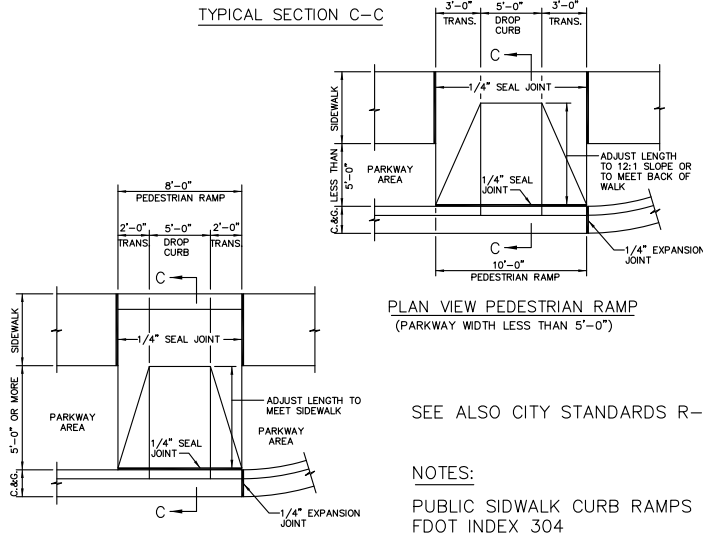
* SWALE = NO CURB & GUTTER

PEDESTRIAN RAMPS
IN PUBLIC
RIGHTS-OF-WAY

N.T.S.



TYPICAL SECTION C-C



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

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

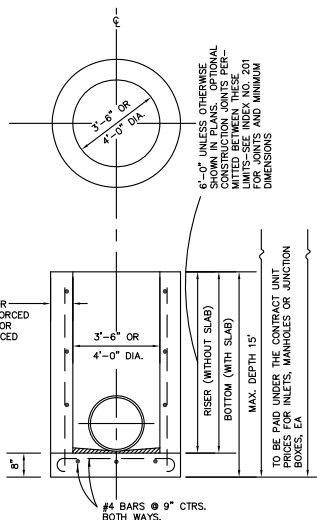
SEE ALSO CITY STANDARDS R-8

NOTES:

1. PUBLIC SIDEWALK CURB RAMPS
FDOT INDEX 304

PEDESTRIAN RAMP
FOR HANDICAPPED

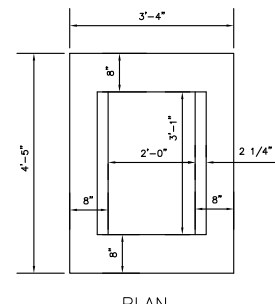
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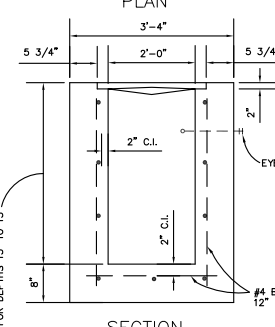
TYPE P

JUNCTION BOX

N.T.S.



PLAN



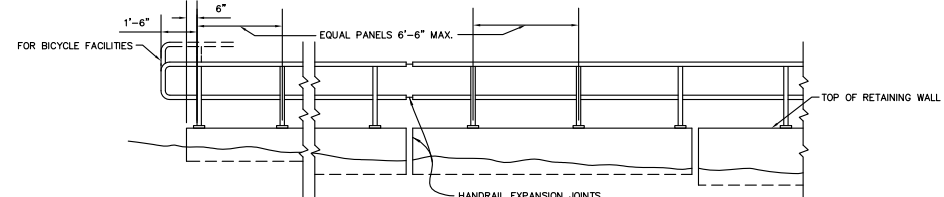
SECTION

TYPE C

RECOMMENDED MAXIMUM PIPE SIZE:
2'-0" WALL-18" PIPE
3'-11" WALL-24" PIPE

DITCH BOTTOM INLET

N.T.S.



ELEVATION

ADDITIONAL RAIL WHEN PLANS
INDICATE HANDRAIL ADJACENT
TO BICYCLE FACILITY

ALUMINUM RAILS AND POSTS
2" O SCHEDULE 40 PIPE OR
2 1/2 O 3/16" WALL TUBE
ALLOY 6061-T6

HANDRAIL AND GRAVITY
WALL REQUIRED WHEN
DROPOFF BACK OF SIDE-
WALK IS MORE THAN 10"

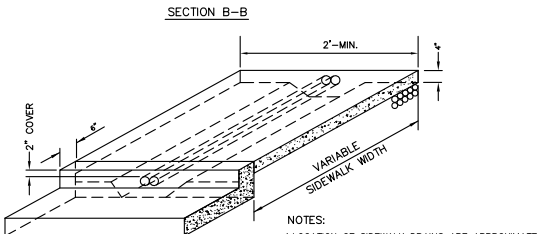
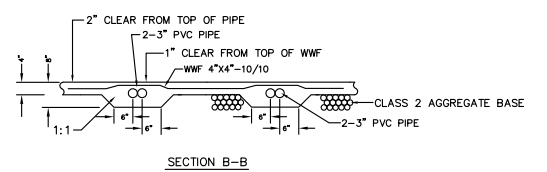
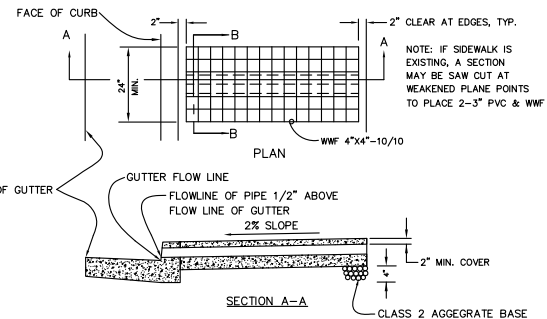
TYPICAL SECTION AT POST

NOTES

1. ALL FIXED JOINTS TO BE EITHER WELDED ALL AROUND AND GROUND SMOOTH OR STANDARD PIPE RAIL FITTINGS AT THE CONTRACTORS OPTION. POSTS SHALL BE CONNECTED TO THE BASE BY WELD ONLY. WELD FILLER TO ALLOY ER5556 OR ER5183.
2. NUTS, WASHER, AND BOLTS TO BE HOT DIP GALVANIZED IN CONFORMANCE WITH ASTM A-153. AFTER THE NUTS HAVE BEEN TIGHTENED, THE ANCHOR BOLT THREADS SHALL BE DISTORTED OR THE NUTS AND BOLTS SPOT WELDED AND COATED WITH ZINC COMPOUND.

ALUMINUM HANDRAIL ON GRAVITY WALL

N.T.S.



SIDEWALK DRAIN DETAIL

N.T.S.

- NOTES:
1. LOCATION OF SIDEWALK DRAINS ARE APPROXIMATE AND MAY BE CHANGED BY THE ENGINEER AS REQUIRED BY SITE CONDITIONS.
 2. SIDEWALK DRAIN TO BE 3" SCHEDULE 40 HEAVY WALL RIGID POLYVINYL CHLORIDE PIPE OR APPROVED EQUAL.
 3. IF MORE THAN ONE DRAIN PIPE IS PLACED, WIDE WIRE MESH PLACEMENT AND CONCRETE KEYWAY ACCORDINGLY.

NO.	REVISION	DATE

SIDEWALK AND DRAINAGE
IMPROVEMENTS



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

FAIRLAWN PARK PHASE-V
TYPICAL DETAILS

SCALE:	N/A	DESIGNED BY:	CVQ	DATE:	6-15-21
HORZ.	N/A	DRAWN BY:	CVQ	DATE:	6-15-21
VERT.	N/A	CHECKED BY:	AP	DATE:	6-15-21

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 by him.
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 SERVICE:	The detailed written description of the work.
PROJECT:	The entire service to be performed as set forth in the Contract Documents.
NOTICES & CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-3138

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.

SCHEDULES AND PROGRESS REPORTS

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.

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 satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

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

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

(c) Quality of Material, Equipment, or Work

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

(d) Permits, Licenses, And Regulations

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

(e) Protection of Work, Persons, and Property

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

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

(f) Scope of the Contractor's Service

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

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

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused

by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by him, then 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 proposal 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

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

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

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's policy clause

"Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

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

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.

Limits of Insurance

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

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

Automobile Liability

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

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

Workers' Compensation

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

Limits - Statutory, Workers' Compensation
- \$100,000 Each Accident
- \$500,000 Disease – Policy
- \$100,000 Disease – Each Employee

Excess or Umbrella Liability

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

Certificate of Insurance

Include a Certificate of Insurance evidencing required coverages. The following shall be included on all Certificates of Insurance.

Under the heading, "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES," shall read:
"City of Pinellas Park (Owner) is additionally insured as respects to City of Clearwater, FL Contract 20-0026 Piggyback – Fairlawn Phase-V Sidewalk Project" (Required for General Liability only.)

Under the heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
Human Resources Department
5141 78th Avenue N.
Pinellas Park, FL 33781**

E-VERIFY

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

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

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 twelve (12) 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 proposal.

(b) Correction of Work before Final Payment

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

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

(c) Liens

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

Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

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

(e) Final Acceptance

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

(f) Final Payment

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

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

(g) Completion of Contract

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

WARRANTY AND GUARANTEE PROVISIONS

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined above in Completion of Contract, to be free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of one

(1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

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

EXISTING UTILITIES

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

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

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

CLAIMS AND DAMAGES

(a) Requirement for Notice

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

(b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duties of the City Manager Appointed Designee on page 9. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work on page 12. 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 proposal has named equipment and/or material on which he has received proposals from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution

of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

SALVAGED EQUIPMENT AND MATERIALS

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

INDEMNIFICATION AND HOLD HARMLESS

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 _____

Address _____

Date _____

Print Name _____

Signature _____

Title _____

President, Vice-President, or Treasurer

Corporate Seal

**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 _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(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

6. 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.
7. 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.

Signature

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 _____

CONSTRUCTION BOND No. _____

OWNER:

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

PRINCIPAL:

Central Florida Contractors, Inc.
13345 Pine Bark Court
Largo, FL 33774
727.596.0708

SURETY:

Name: _____

Address: _____

Phone Number: _____

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 **Four Hundred Ninety Thousand Dollars (\$490,000.00)**, 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 Fairlawn Phase-V Sidewalk 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.

Contractor

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

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, FLORIDA
CONSTRUCTION CONTRACT**

**City of Clearwater, FL
Contract 20-0026-EN Piggyback
Fairlawn Phase-V Sidewalk Project**

This Agreement dated this _____ day of _____ 2023, by and between the **City of Pinellas Park, Florida**, a municipal corporation, hereinafter called the Owner, and **Central Florida Contractors, Inc.**, a corporation organized and existing under the laws of the State of Florida and hereinafter called the Contractor. WITNESSETH, the Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

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

ARTICLE II: Contract Price

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, at the pricing quoted and agreed within Clearwater, FL Contract **Project 20-0026-EN**.

The total Contract amount is **Four Hundred Ninety Thousand Dollars (\$490,000.00)**, payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: Conditions

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

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

ARTICLE IV: Inspection by Contractor

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

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten **(10)** calendar days after date of Notice to Proceed, and shall complete the work within **260** calendar days.

ARTICLE V: Compliance with Public Records Laws

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

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.

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 to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE VI: Component Parts of Contract

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

Addenda (if any), Central Florida Contractors, Inc. Letter of Intent, City of Pinellas Park Contract, General Conditions, Insurance Requirements and Hold Harmless Agreement, E-Verify Requirements, Public Construction Bond, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, Pinellas Park Agreement, Specifications (as listed within the quote), and Clearwater, FL Bid Package and Contract Documents.

ARTICLE VII: Contractor's Affidavit

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 VIII: Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue in any action thereunder shall be State Court in Pinellas County, Florida.

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

Central Florida Contractors, Inc.

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Sandra L. Bradbury, Mayor

Type or Print Signature

ATTEST:

Contractor's Attestor

ATTEST:

By _____
Diane M. Corna, City Clerk, MMC

Type or Print Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park

Corporate Seal

City Council Approved

City of Clearwater, FL

20-0026-EN

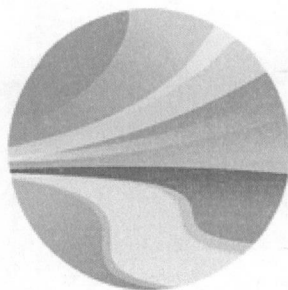
Sidewalk Project

Bid Package

**2021 SIDEWALKS
PROJECT 20-0026-EN**

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

Prepared for



CLEARWATER
BRIGHT AND BEAUTIFUL • BAY TO BEACH

ISSUED FOR BID

AUGUST/2020

City of
PINELLAS PARK

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

Please Respond To:

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



FLORIDA

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

January 17, 2023

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

RE: City Document #23-007
City of Clearwater Bid 20-0026-EN Piggyback – Fairlawn Phase-V

Dear Mr. Roberts:

Our office has received and reviewed the proposed Contract with Central Florida Contractors, Inc., which is a proposed piggyback of City of Clearwater, FL Bid 20-0026-EN. After a review of all of the items sent to our office, the archived Bid Package for Project 20-0026-EN on the City of Clearwater's website, Pinellas Park's Bid Requirements in Section 2.602 of the City's Code of Ordinances, and the City of Clearwater's Bid Requirements in Section 2.561 of Clearwater's Code of Ordinances, it would appear that the Contract between the City of Clearwater and Central Florida Contractors, Inc. was secured through a competitive bidding process which is equal to or more stringent than the competitive bidding process required by Pinellas Park City Code. The Purchasing Director has also indicated his approval that the Contract may be piggybacked.

As long as the Contract from the City of Clearwater is still in effect, and the items or services the City wishes to secure from Central Florida Contractors, Inc. are substantially similar and their pricing is in accordance with the pricing provided in the City of Clearwater's Contract, we are of the opinion that the Contract from the City of Clearwater is able to be piggybacked.



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Mr. Jeff Roberts
January 17, 2023
Page 2

Our office would approve of the proposed Contract as to form and correctness.

Very truly yours,

A handwritten signature in black ink, reading "Lauren C. Rubenstein". The signature is fluid and cursive, with the first name "Lauren" and last name "Rubenstein" clearly legible.

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director
Kyle Arrison, Project Manager

LCR/pl

23-007.01172023.LJR.Bid 20-0026-EN Piggyback.wpd