

City of Pinellas Park



**City of Pinellas Park
Bid No. 20/007
Piggyback**

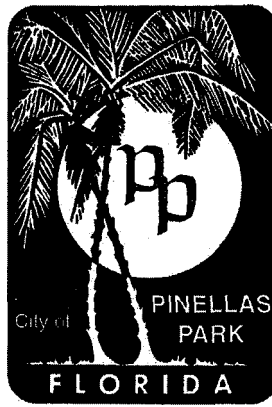
**Fairlawn Phase IV
Sidewalk Project**

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

Construction Services

City of
PINELLAS PARK

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



FLORIDA

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

October 11, 2021

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

RE: City Document #21-264
Bid 20/007 Piggyback - Fairlawn Phase IV Sidewalk Project

Dear Mr. Roberts:

We have received and reviewed the proposed Contract with Central Florida Contractors, Inc. for the Fairlawn Phase IV Project, which is a piggyback of Contract 20/007. Under the General Conditions, 2-1-29, E-Verify Requirements, our office proposes to delete the current language, and replace with the following:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) 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.



PRINTED ON RECYCLED PAPER

Mr. Jeff Roberts
October 11, 2021
Page 2

Once the above change is incorporated into the Contract, our office would approve of the Agreement as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large initial "J" and "D".

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Bart Diebold, Assistant City Manger
Lisa Hendrickson, Assistant City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director

JWD/dh

21-264.10112021.LJR.Bid 20-007 Piggyback for Fairlawn Phase IV.wpd



Jeffery Roberts <jroberts@pinellas-park.com>

Re: Fairlawn Park Phase IV

1 message

GEORGE GOMES <sidewalks@aol.com>

Wed, Sep 22, 2021 at 3:59 PM

To: Aaron Petersen <APetersen@pinellas-park.com>

Cc: Jeff Roberts <jroberts@pinellas-park.com>, Gary Moskaluk <GMoskaluk@pinellas-park.com>

Aaron,

The changes to the mobilization are confirmed. Thank you

George Gomes
Central Florida Contractors Inc

On Sep 21, 2021, at 10:14 AM, Aaron Petersen <APetersen@pinellas-park.com> wrote:

George and Jeff,

Please see the attached. We corrected the mobilization number and contract total. George please confirm that you agree so that Jeff can move forward with the contact.

Regards,

Aaron Petersen, MPA, MBA, CFM
ISA Certified Arborist
Construction Services Director
City of Pinellas Park
6250 82nd Avenue North
Pinellas Park, FL 33781
727-369-5728 - office
727-369-5797- fax



On Tue, Sep 21, 2021 at 10:13 AM Aaron Petersen <APetersen@pinellas-park.com> wrote:

George and Jeff,

Please see the attached. We corrected the mobilization number and contract total. George please confirm that you agree so that Jeff can move forward with the contact.

Regards,

Aaron Petersen, MPA, MBA, CFM
ISA Certified Arborist

Construction Services Director
City of Pinellas Park
6250 82nd Avenue North
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On Fri, Sep 17, 2021 at 4:41 PM Jeff Roberts <jroberts@pinellas-park.com> wrote:
Good afternoon, Mr. George, Aaron.

I am compiling the documents necessary to create an agreement for Fairlawn Phase IV, and I noticed that the mobilization fee on this quote is \$10,000; whereas, the mobilization fee on the original 102nd Ave. Project and the Fairlawn Phase III Project was \$5,500. Line-item pricing on piggyback agreements must mirror the original quoted price, which would be \$5,500 in this instance.

On Fri, Sep 17, 2021 at 1:44 PM GEORGE GOMES <sidewalks@aol.com> wrote:
Good afternoon gentlemen,

I do agree with piggybacking off the 102nd Ave project for Fairlawn Phase IV.

Thank you and have a great weekend

George Gomes
Central Florida Contractors Inc

On Sep 15, 2021, at 2:00 PM, Aaron Petersen <APetersen@pinellas-park.com> wrote:

Jeff,

Can you please begin drafting the contract for Fairlawn Park Phase IV sidewalk project? We will piggyback the 102nd Avenue N. project that is still open. George will need to send an email confirming that he agrees to piggyback it.

Regards,

Aaron Petersen, MPA, MBA, CFM
ISA Certified Arborist
Construction Services Director
City of Pinellas Park
6250 82nd Avenue North
Pinellas Park, FL 33781
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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

Employer ▲	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Central Florida Contractor Services		Open	01/28/2019		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](#)

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

**CITY OF PINELLAS PARK
FAIRLAWN PHASE IV SIDEWALK PROJECT**

**City of Pinellas Park Piggyback
Bid 20/007**

INDEX

CITY OF PINELLAS PARK – Purchasing Director approval to piggyback
Central Florida Contractors, Inc. – Pricing Agreement
Pinellas Park Contract

CITY OF PINELLAS PARK – General Conditions, Hold Harmless/Insurance Requirements, Public
Construction Bond, Sworn Statement of Public Entity Crimes Affidavit,
Final Payment Affidavit, Final Release, Statement of Surety.

CITY OF PINELLAS PARK – Pinellas Park Bid Tabulation
Pinellas Park Agreement
Pinellas Park Bid Package

Central Florida Contractors, Inc.

Quote

Fairlawn Phase IV

Sidewalk Project

SUMMARY OF PAY ITEMS

FAIRLAWN PARK PHASE-IV SIDEWALK PROJECT

ITEM NUMBER	SIZE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
1	4"	NEW CONCRETE SIDEWALK	SY	2,055	38.25	78,603.75
2	4"	REMOVE EXISTING CONCRETE SIDEWALK	SY	1,595	11.25	17,943.75
3	6"	REMOVE EXISTING CONCRETE DRIVEWAY	SY	1,421	11.25	15,986.25
4	6"	REPLACE EXISTING CONC. DRIVEWAY & SIDEWALK	SY	2,068	54.00	111,672.00
5	6"	CONCRETE SIDEWALK HANDICAP RAMP (FDOT INDEX 522-002)	SY	110	47.25	5,197.50
6	N/A	YELLOW LIQUID TRUNCATED DOMES FOR HANDICAP RAMP (FDOT INDEX 522-002)	EA	10	350.00	3,500.00
7	6"	REMOVE AND REPLACE 2' WIDE TYPE "B" CURB (FDOT INDEX NO. 520-001)	LF	237	22.00	5,214.00
8	6"	REMOVE EXISTING 3' WIDE CONC. SWALE CURB	SY	9	11.25	101.25
9	6"	REPLACE 4' WIDE CONC. SWALE CURB	SY	12	54.00	648.00
10	N/A	REMOVE EXISTING ASPHALT DRIVEWAY AND CUTS	SY	25	90.00	2,250.00
11	N/A	REPAIR EXISTING ASPHALT DRIVEWAY	SY	14	90.00	1,260.00
12	N/A	REMOVE EXISTING PAVER DRIVEWAY AND CUTS	SY	27	90.00	2,430.00
13	N/A	REPAIR EXISTING PAVER DRIVEWAY	SY	3	90.00	270.00
14	N/A	EXCAVATION	LS	1 L.S	3,500.00	3,500.00
15	N/A	CLEARING & GRUBBING	LS	1 L.S	4,500.00	4,500.00
16	N/A	FILL MATERIAL	CY	40	1.00	40.00
17	N/A	SODDING (IN KIND)	SY	1,638	6.00	9,828.00
18	N/A	MOBILIZATION	LS	1 L.S	5,500.00	5,500.00
19	N/A	MAINTENANCE OF TRAFFIC	LS	1 L.S	3,500.00	3,500.00
20	N/A	CONTINGENCY	LS	1 L.S	5,000.00	5,000.00
					TOTAL	276,944.50

Original BID 20/007 Quote

ADA SIDEWALK UPGRADE

102ND AVENUE NORTH - (56TH STREET N. -- 66TH STREET N.)

SUMMARY OF PAY ITEMS

	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization	LS	1	5,500 ⁰⁰	5,500 ⁰⁰
2	Maintenance of Traffic	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
3	Remove existing 4" concrete	SY	1,095	11 ²⁵	12,318 ⁷⁵
4	Replace existing 4" concrete	SY	483	38 ²⁵	18,474 ⁷⁵
5	Remove existing 6" concrete	SY	120	11 ²⁵	1,350 ⁰⁰
6	Replace existing 6" concrete	SY	98	54 ⁰⁰	5,292 ⁰⁰
7	Install 6" Concrete sidewalk handicap ramps (FDOT index No. 522-002)	SY	599	47 ²⁵	28,302 ⁷⁵
8	Yellow liquid truncated domes for handicap ramps (FDOT Index No. 522-002)	Each	52	350 ⁰⁰	18,200 ⁰⁰
9	Remove and replace 6" 2' wide type "B" curb (FDOT Index No. 520-001)	LF	892	22 ⁰⁰	19,624 ⁰⁰
10	Remove existing asphalt	SY	10	90 ⁰⁰	900 ⁰⁰
11	Repair existing asphalt driveway and cuts	SY	10	90 ⁰⁰	900 ⁰⁰
12	Install retaining wall (FDOT Index No. 400-010)	LF	67	80 ⁰⁰	5,360 ⁰⁰
13	Provide and install aluminum handrail (FDOT Index No. 515-070)	LF	22	200 ⁰⁰	4,400 ⁰⁰
14	Remove existing aluminum handrail as shown on plan	EA	1	1,000 ⁰⁰	1,000 ⁰⁰
15	Remove existing retaining wall/spill way for existing aluminum handrail as shown on plan	EA	1	1,000 ⁰⁰	1,000 ⁰⁰
16	Excavation	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
17	Clearing and Grubbing	LS	1	4,500 ⁰⁰	4,500 ⁰⁰
18	Fill Material	CY	40	1 ⁰⁰	40 ⁰⁰
19	Sodding	SY	700	6 ⁰⁰	4,200 ⁰⁰
20	Contingency			\$ 5,000.00	5,000 ⁰⁰
PLACE TOTAL ON PREVIOUS PAGE - TOTAL BID PROPOSAL FORM					

NOTE: Some items include a 10% buffer in quantities shown. Payment will be based upon measured quantities completed and accepted by the Project Manager or Designee.

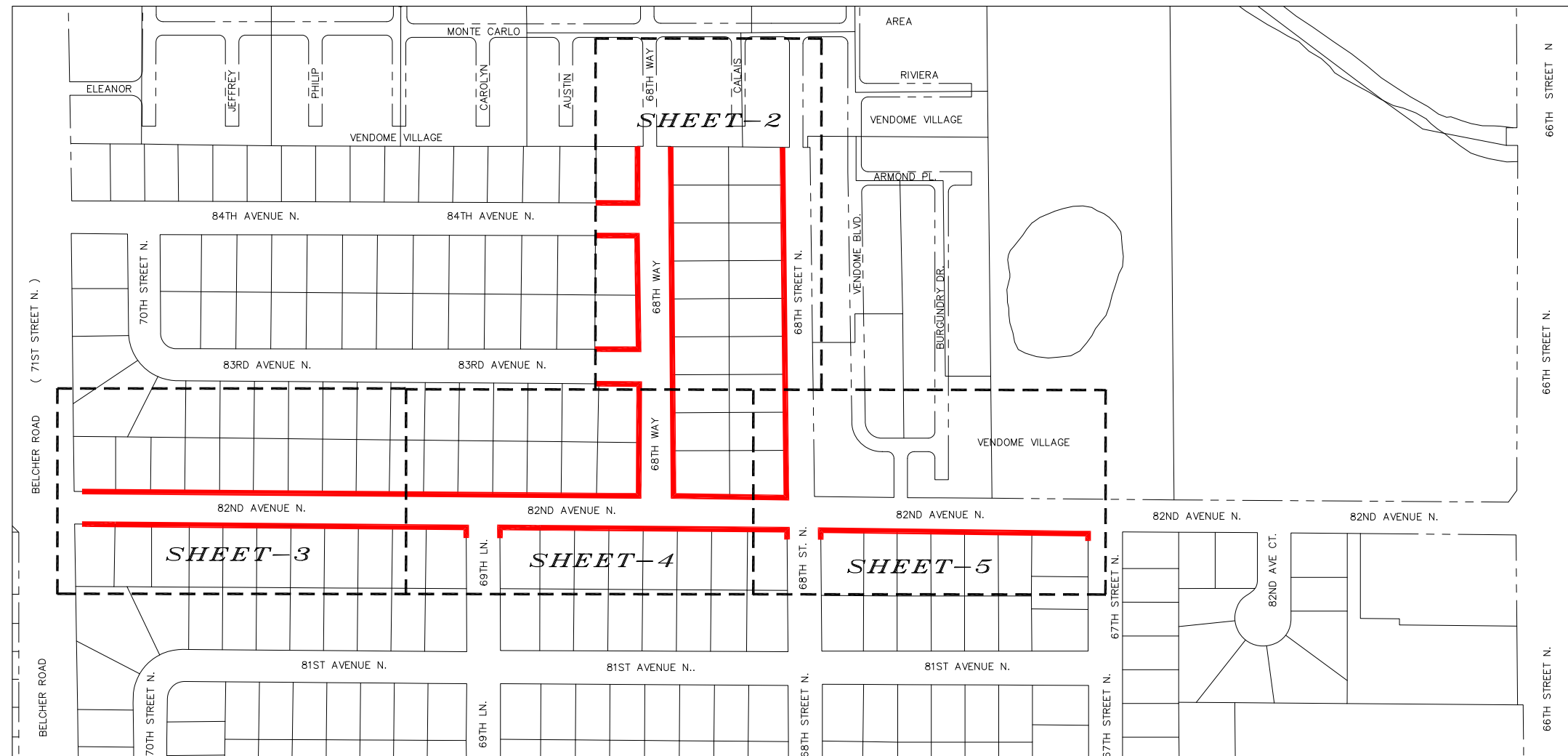
CITY OF PINELLAS PARK

– PLANS OF PROPOSED –

FAIRLAWN PARK PHASE IV

SIDEWALK PROJECT

LOCATION MAP



SHEET INDEX

SHT. #	DESCRIPTION / GENERAL LOCATION
1	COVER SHEET
2	68TH WAY N (BOTH SIDE) FROM VENDOME VILLAGE TO SEE SHEET 4
2	68TH STREET N. (WEST SIDES) FROM VENDOME VILLAGE TO SEE SHEET-5
3	82ND AVENUE N. (BOTH SIDES) FROM BELCHER RD TO SEE SHEET-4
4	82ND AVENUE N. (BOTH SIDE) FROM SEE SHEET-3 TO SEE SHEET-5
4	68TH WAY N (BOTH SIDE) FROM 82ND AVENUE N. TO SEE SHEET-2
5	82ND AVENUE N. (SOUTH SIDE) FROM SEE SHEET-4 TO 67TH STREET N.
5	68TH STREET N. (EAST SIDE) FROM 82ND AVENUE N. TO SEE SHEET-2
7	DETAILS



PLANS DESIGNED BY:



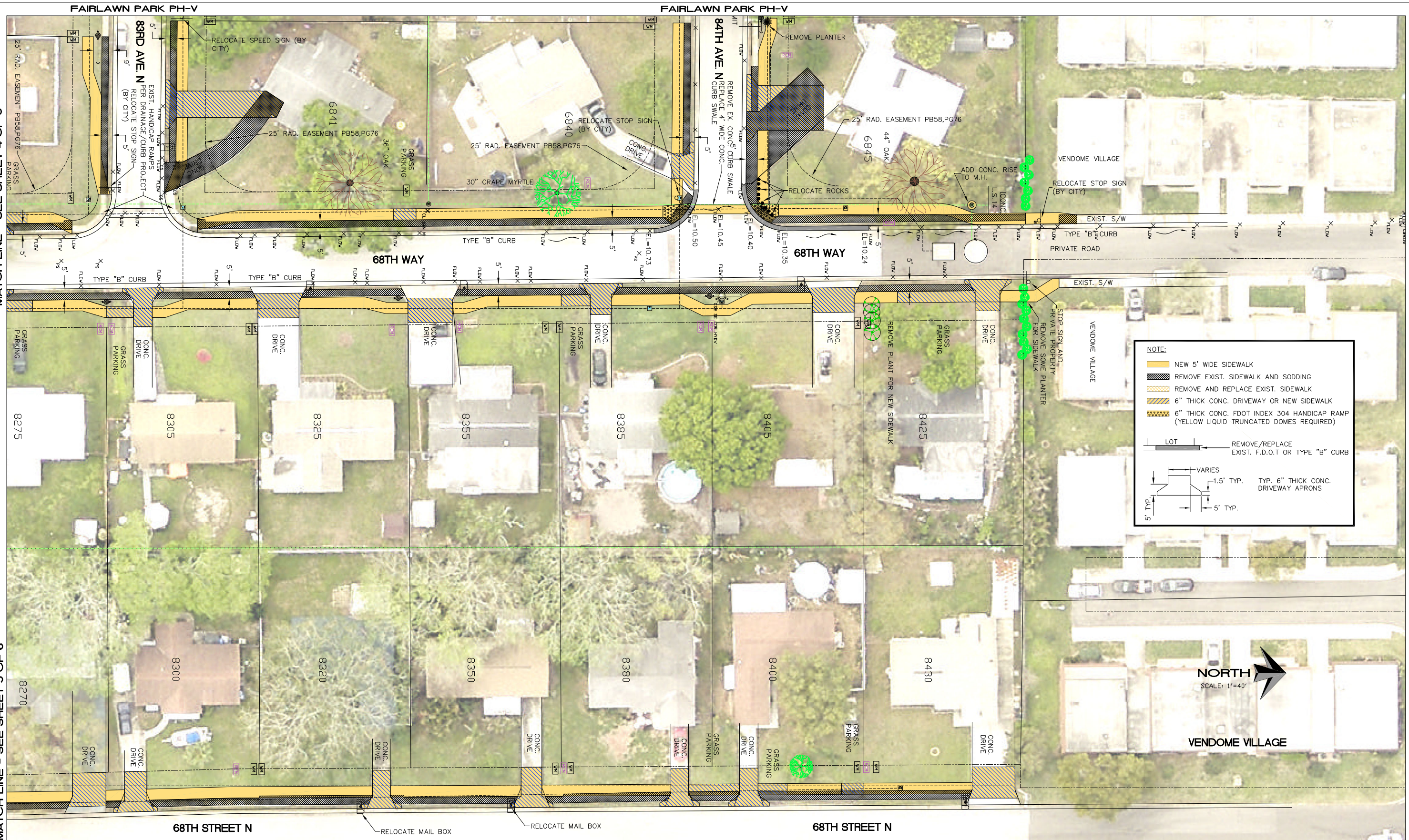
CITY OF PINELLAS PARK
CONSTRUCTION SERVICES DIVISION
6250 82ND AVENUE NORTH
PINELLAS PARK, FLORIDA 33781
PHONE N.O. (727) 369-5625
FAX No. (727) 369-5724

CITY COUNCIL

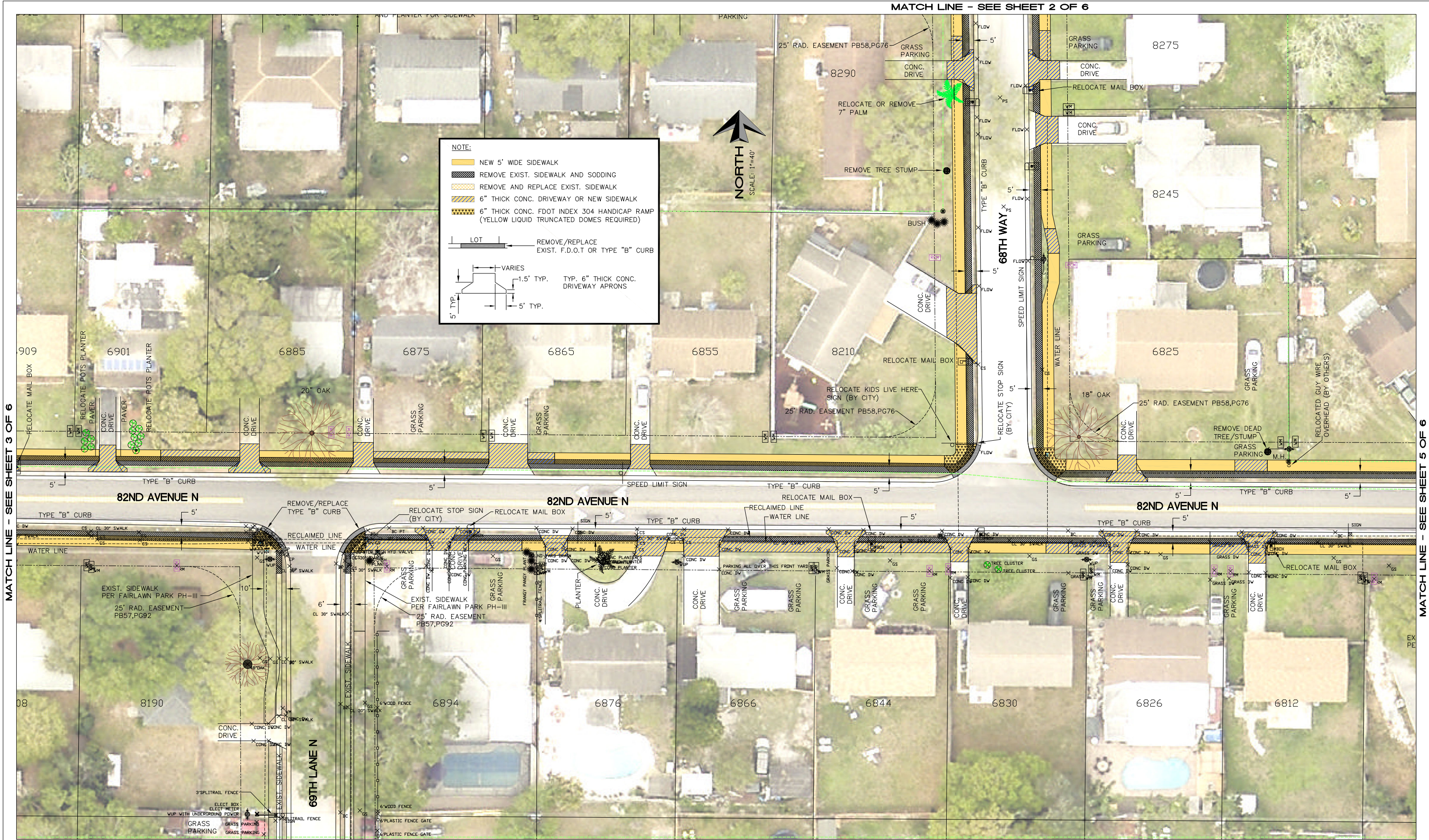
COUNCIL
PATTI REED
KEITH SABIEL

MAYOR
SANDRA BRADBURY

COUNCIL
RICK BUTLER
JERRY A. MULLINS



NO.	REVISION	DATE		 PUBLIC WORKS DEPARTMENT CITY OF PINELLAS PARK, FLORIDA CONSTRUCTION SERVICES DIVISION	PROPOSED SIDEWALK	SCALE: 1"=40'	DESIGNED BY: CVQ	DATE: 6-1-21	SHEET 2 OF 6
						HORZ. N/A	DRAWN BY: CVQ	DATE: 6-1-21	
						VERT. N/A	CHECKED BY: AP	DATE: 6-1-21	



MATCH LINE - SEE SHEET 3 OF 6

MATCH LINE - SEE SHEET 5 OF 6

NO.	REVISION	DATE

FAIRLAWN PARK PHASE-IV



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

PROPOSED SIDEWALK

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



MATCH LINE - SEE SHEET 4 OF 6

NO.	REVISION	DATE

FAIRLAWN PARK PHASE-IV

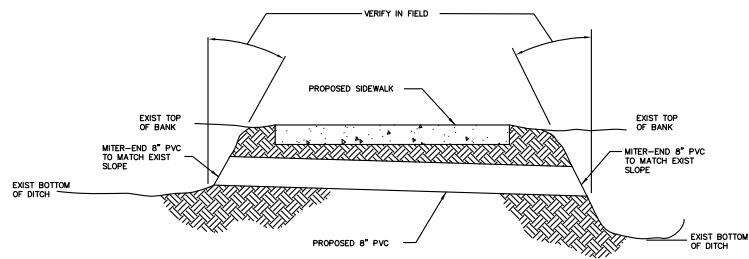


PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION SERVICES DIVISION

PROPOSED SIDEWALK

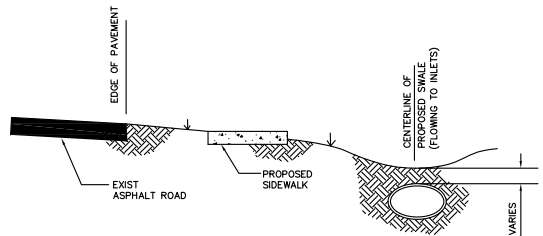
SCALE:	1"=40'	DESIGNED BY:	CVQ	DATE:	6-1-21
HORZ.	N/A	DRAWN BY:	CVQ	DATE:	6-1-21
VERT.	N/A	CHECKED BY:	AP	DATE:	6-1-21

FILE NAME & LOCATION: L:\Land\Projects\Engineering\Sidewalks\Inventory\A-19_Sidewalk_Fairlawn\Variation Part_Sidewalk_Plan\A-19_Variation-Details.dwg



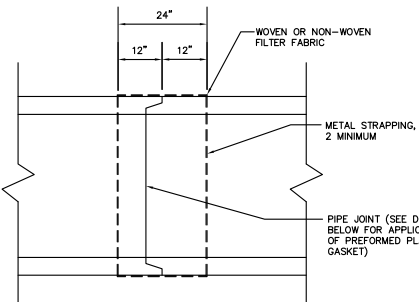
8" PVC PIPE END MODIFICATION

N.T.S.

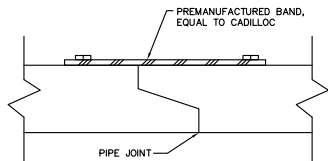


TYPICAL SECTION

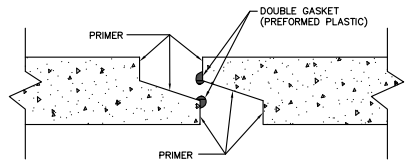
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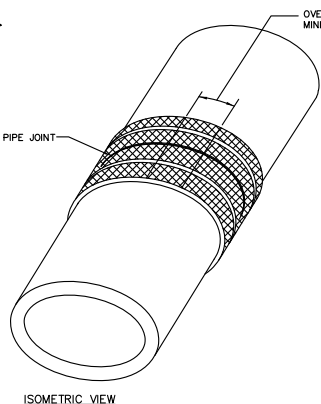
PIPE SECTION



EXTERNAL BAND/JACKET
ALTERNATE JOINT SECTION



JOINT SECTION (BEFORE PULL-UP)

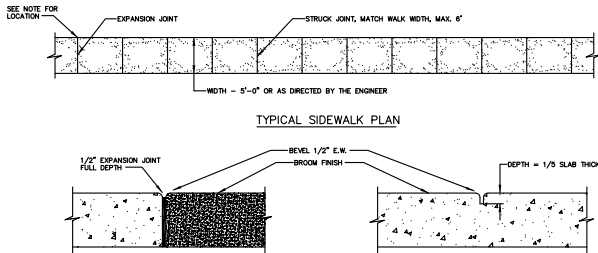


ISOMETRIC VIEW

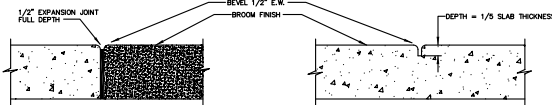
FILTER FABRIC JACKET - STANDARD

ELLIPTICAL CONCRETE PIPE JOINT

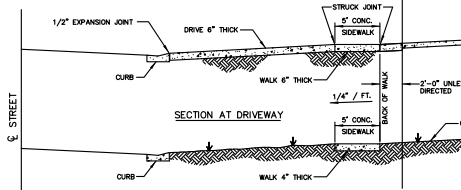
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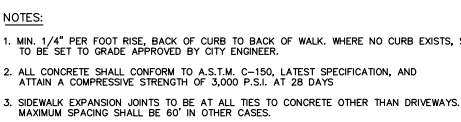
TYPICAL SIDEWALK PLAN



JOINT DETAILS



SECTION AT DRIVEWAY



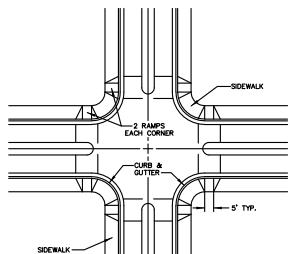
SECTION AT SIDEWALK

NOTES:

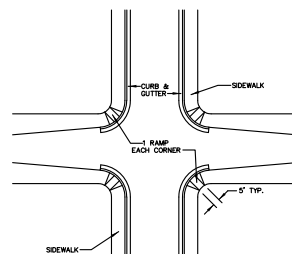
1. MIN. 1/4" PER FOOT RISE, BACK OF CURB TO BACK OF WALK. WHERE NO CURB EXISTS, SIDEWALK TO BE SET TO GRADE APPROVED BY CITY ENGINEER.
2. ALL CONCRETE SHALL CONFORM TO A.S.T.M. C-150, LATEST SPECIFICATION, AND ATTAIN A COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS
3. SIDEWALK EXPANSION JOINTS TO BE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

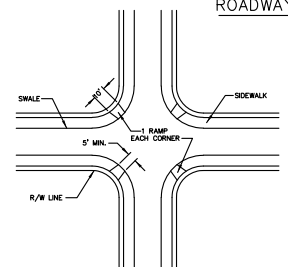
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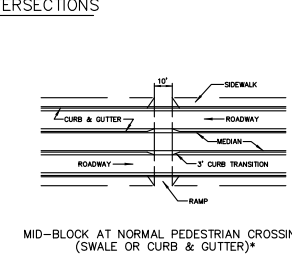
2 MAJOR ROADWAYS
(CURB & GUTTERS)



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



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



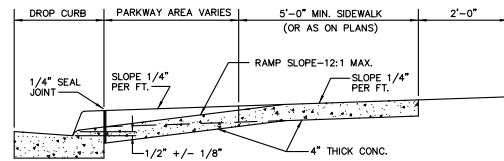
MID-BLOCK AT NORMAL PEDESTRIAN CROSSING
(SWALE OR CURB & GUTTER)*

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

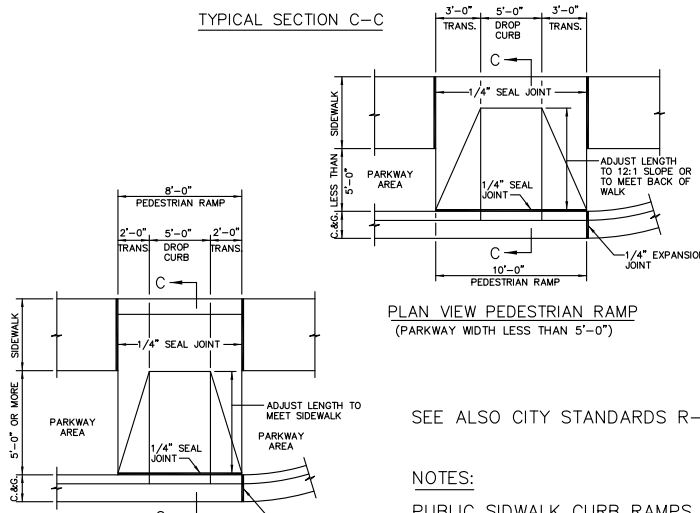
* SWALE = NO CURB & GUTTER

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)

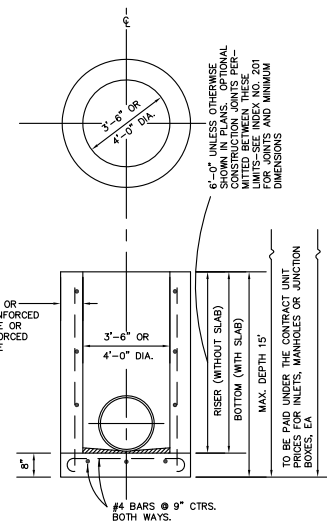
SEE ALSO CITY STANDARDS R-8

NOTES:

PUBLIC SIDEWALK CURB RAMPS
FDOT INDEX 304

PEDESTRIAN RAMP FOR HANDICAPPED

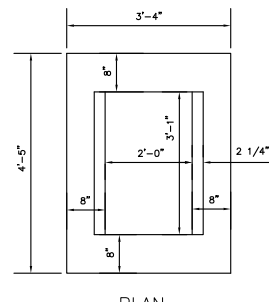
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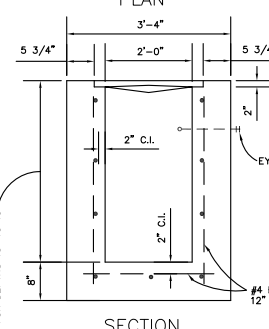
TYPE P

JUNCTION BOX

N.T.S.



PLAN



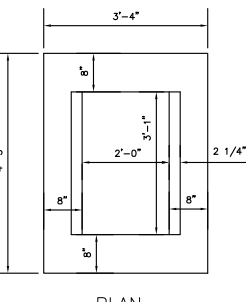
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TYPE C

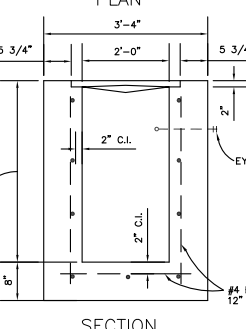
RECOMMENDED MAXIMUM PIPE SIZE:
2'-0" WALL-18" PIPE
3'-11" WALL-24" PIPE

DITCH BOTTOM INLET

N.T.S.



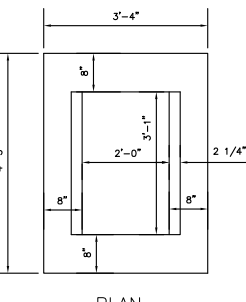
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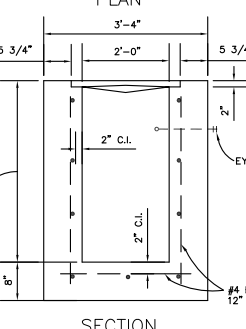
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TYPE C

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3'-11" WALL-24" PIPE



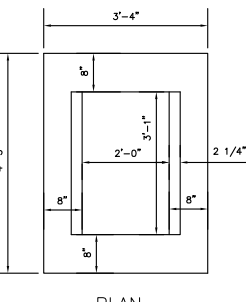
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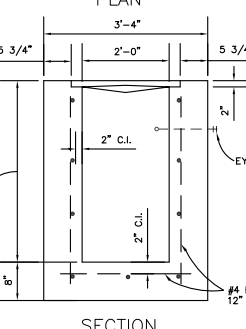
SECTION

TYPE C

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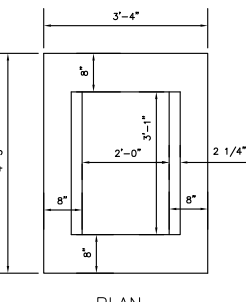
PLAN



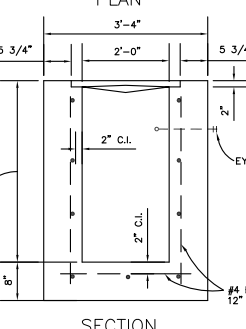
SECTION

TYPE C

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3'-11" WALL-24" PIPE



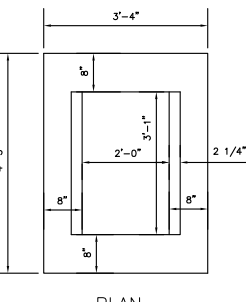
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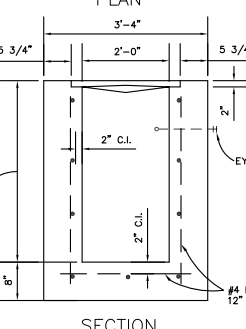
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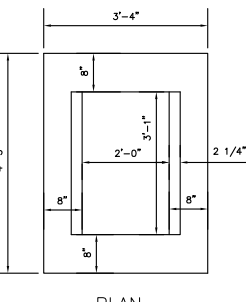
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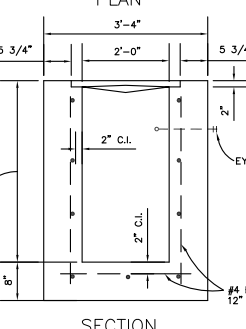
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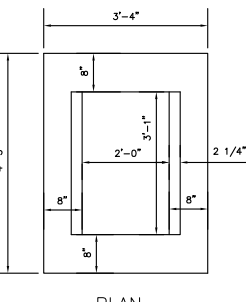
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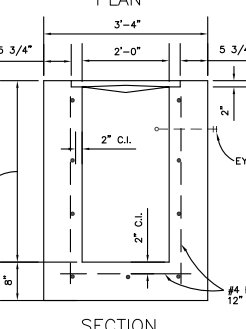
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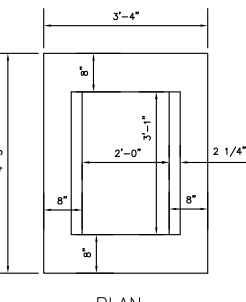
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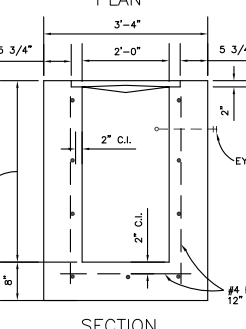
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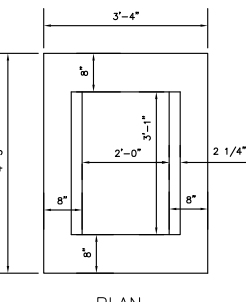
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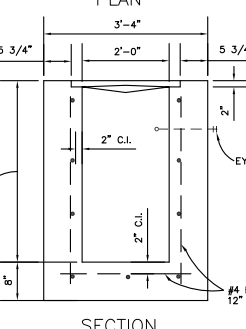
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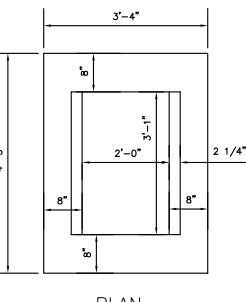
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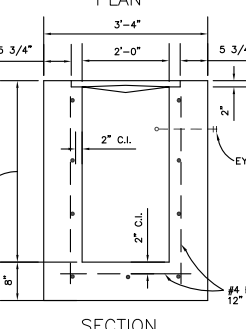
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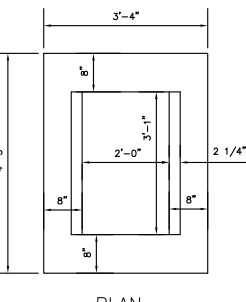
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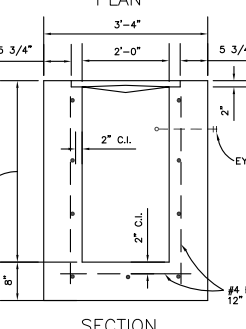
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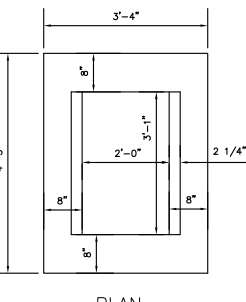
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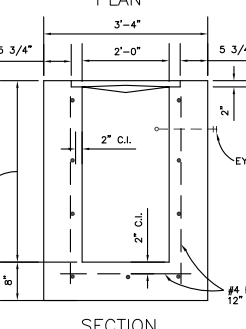
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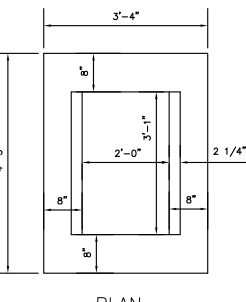
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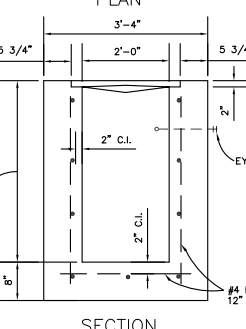
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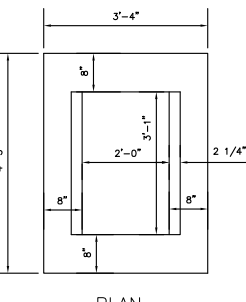
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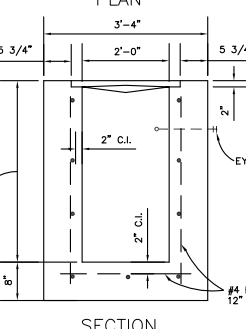
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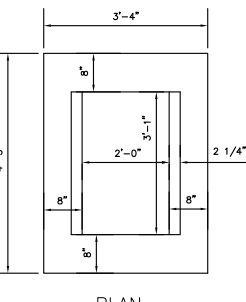
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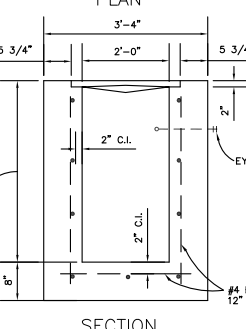
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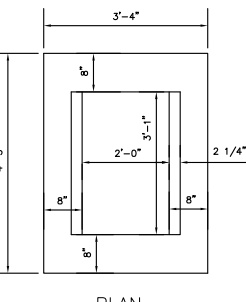
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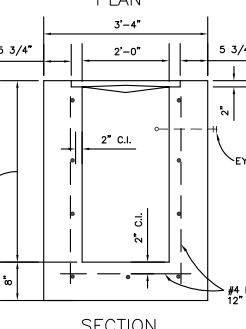
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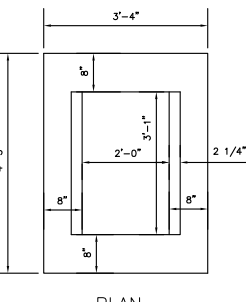
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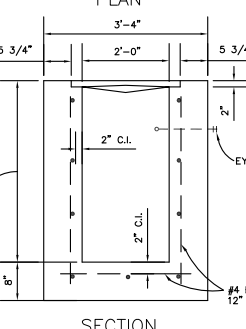
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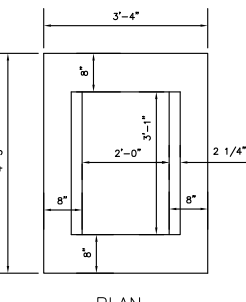
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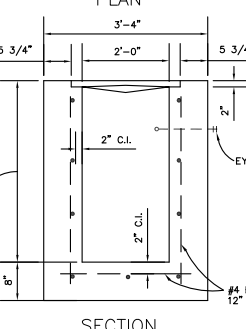
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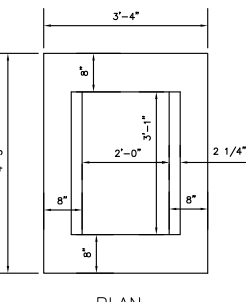
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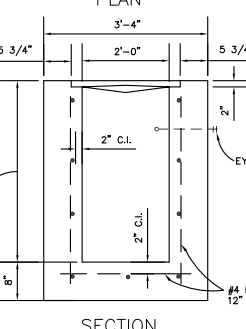
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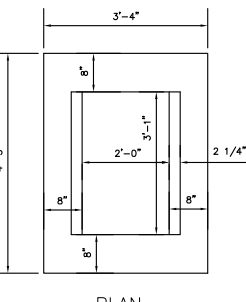
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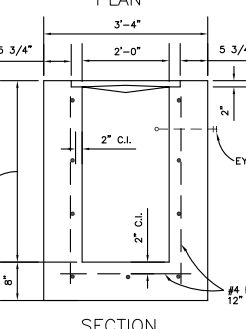
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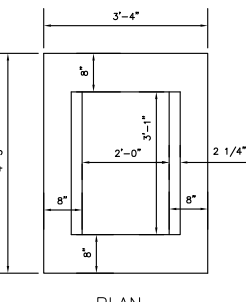
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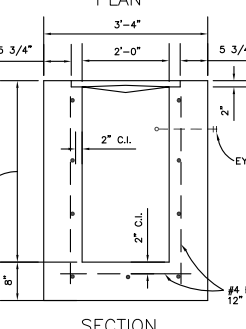
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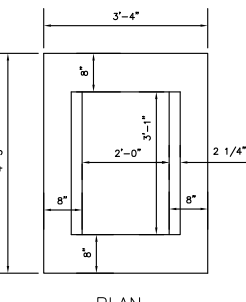
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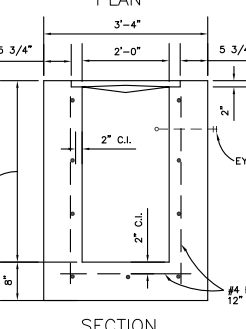
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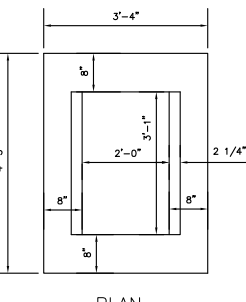
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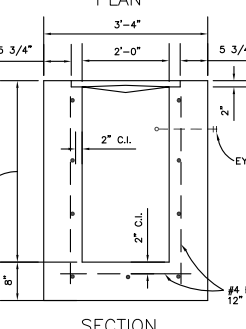
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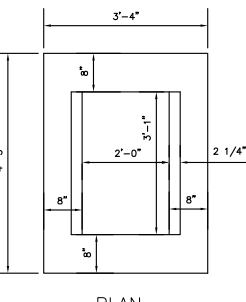
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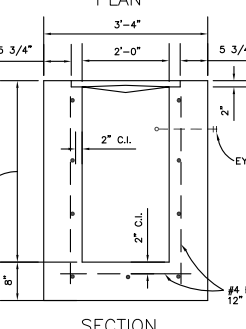
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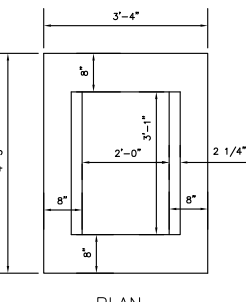
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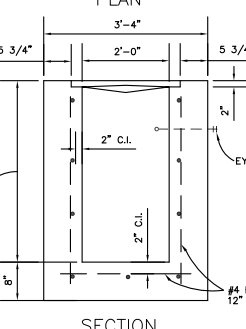
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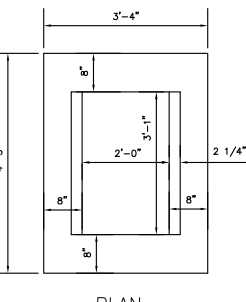
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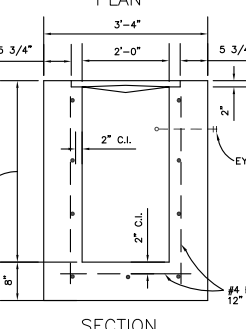
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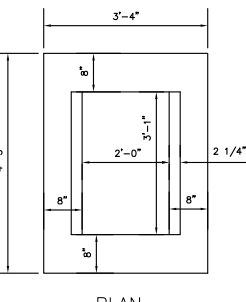
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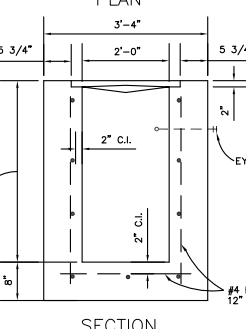
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SECTION

**CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT**

Fairlawn Phase IV Sidewalk Project
Pinellas Park Bid 20/007
Piggyback

This Agreement dated this _____ day of _____, 2021, 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, the following price:

The total Contract amount is **Two Hundred Seventy-Six Thousand Nine Hundred Forty-Four Dollars and Fifty Cents (\$276,944.50)** 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.

**CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT**

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 hereinabove enumerated, to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within **150** 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.

**CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT**

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided by the Owner in a format that is compatible with the information technology systems of the Owner.

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. Pricing Agreement, 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, and Specifications (as listed within the quote).

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.

**CITY OF PINELLAS PARK, FLORIDA
CONSTRUCTION CONTRACT**

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.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC

By _____
Sandra L. Bradbury, Mayor

ATTEST:

Central Florida Contractors, Inc.
Contractor (Company Name)

(SEAL)

Attestor Title (Print)

By _____
Signature of Authorized Officer

(Type or Print Signature)

Approved as to form and correctness:

City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council: _____

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2-1-1	Definitions and Terms
2-1-2	Drawings
2-1-3	Preconstruction Conference
2-1-4	Notice to Proceed
2-1-5	Progress and Control of the Work
2-1-6	Prosecution of Work
2-1-7	Workmanship, Materials and Workmen
2-1-8	Delays and Extensions of Time
2-1-9	Rights and Responsibilities of the Owner During Construction
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2-1-15	Payments to the Contractor
2-1-16	Warranty and Guarantee Provisions
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2-1-27	Substitution of Equipment and/or Material
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2-1-29	E-Verify Requirements

GENERAL CONDITIONS

2-1-1 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.
SPECIFICATIONS:	The detailed written description of the work.
DRAWINGS:	The drawings listed and described in the Contract Documents.
PROJECT:	The entire construction or installation to be performed as set forth in the Contract Documents.
NOTICES AND CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

2-1-2 DRAWINGS

(a) Checking of Drawings and Dimensions

The Contractor shall check all drawings furnished him immediately 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.

2-1-3 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.

2-1-4 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.

2-1-5 PROGRESS AND CONTROL OF THE WORK

(a) 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.

(b) 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.

2-1-6 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 workmen, 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.

2-1-7 WORKMANSHIP, MATERIALS, AND WORKMEN

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.

2-1-8 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.

2-1-9 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.

2-1-10 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 Subsection 2-1-10 (h), 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).

2-1-11 THE AUTHORITY AND DUTIES 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.

2-1-12 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.

2-1-13 INSURANCE REQUIREMENTS

The following pages numbered 1 through 4 provide further contractual terms and conditions and the insurance required for this Contract, for which the Contractor is responsible.

**CITY OF PINELLAS PARK
INSURANCE REQUIREMENTS**

A. GENERAL CONDITIONS

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

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

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

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

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

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

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

B. LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate

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

AUTOMOBILE LIABILITY

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

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

WORKERS' COMPENSATION

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

Limits – Statutory, Workers' Compensation

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

EXCESS OR UMBRELLA LIABILITY

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

C. CERTIFICATES OF INSURANCE

One (1) original Certificate of Insurance outlining insurance coverages is to be forwarded to the City's Risk Management Division for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance.

1. Under heading, "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES," shall read: "**City of Pinellas Park**" is named as an Additional Insured (Owner) as respects to **Fairlawn Phase IV Sidewalk Project - Pinellas Park Bid 20/007 Piggyback** (Required for General Liability only).
2. Under heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
Attn: Risk Management
5141 78th Avenue North
Pinellas Park, FL 33781**

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing requirements, the CONTRACTOR shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, **Central Florida Contractors, Inc.**, hereinafter "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, or default or breach of contract, guarantee or warranty.

Date _____

Contractor _____

Address _____

Print Name _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

HUMAN RESOURCES NEED ORIGINAL SIGNED HOLD HARMLESS AGREEMENT PRIOR TO ANY WORK COMMENCING

2-1-14 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 Assistant City Manager/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.

2-1-15 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 time 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.

(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.

2-1-16 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 in Section 2-1-15(g), 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.

2-1-17 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 Cables	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

It is the responsibility of the Contractor to contact Sunshine One Call @ 1-800-432-4770 for locations of all utilities prior to any excavation or construction.

2-1-18 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 paragraph 2-1-11 of this Division noting the Authority and Duties of the City Manager Appointed Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work, paragraph 2-1-14 (b) of this Division. 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."

(d) 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.

2-1-19 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.

2-1-20 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.

2-1-21 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.

2-1-22 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.

2-1-23 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.

2-1-24 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.

2-1-25 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.

2-1-26 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.

2-1-27 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.

2-1-28 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.

2-1-29 E-VERIFY REQUIREMENTS

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.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC

ATTEST:

By _____
Sandra L. Bradbury, Mayor

Central Florida Contractors, Inc.
Contractor (Company Name)

(SEAL)

Attestor Title (Print)

By _____
Signature of Authorized Officer

Approved as to form and correctness:

(Type or Print Signature)

City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council: _____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, we, **Central Florida Contractors, Inc.**, as Principal, and _____, a corporation, as Surety, are duly authorized to conduct business in the State of Florida, as Surety, are bound to the City of Pinellas Park, Florida, a municipal corporation, herein called Owner, in the sum of **Two hundred seventy-six thousand nine hundred forty-four dollars and fifty cents (\$276,944.50)**, 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:

1. Performs the contract dated _____
(SAME DATE AS STATED ON CONTRACT)
between Principal and Owner for construction of **Fairlawn Phase IV Sidewalk Project - Pinellas Park Bid 20/007 Piggyback** and all appurtenant work thereto, said contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, together with any modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
2. 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; and
3. 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; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract; then this bond is void; otherwise it remains in full force.

PUBLIC CONSTRUCTION BOND

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

Dated this _____ day of _____, 2021.

Contractor:

BY _____
(SEAL)

(Print or Type Signature)

Surety:

BY _____
Attorney-in-Fact (Florida) (SEAL)

Florida Resident Agent

ATTACH BOND AND POWER OF ATTORNEY TO THIS FORM

**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 of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature

STATE OF _____

COUNTY OF _____

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

notarization, this _____ day of _____, 2021, 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 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 _____, 2021, by _____
(Name of person acknowledging)

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

(Notary Seal)

NOTARY PUBLIC _____

My Commission Expires _____

CONTRACTOR'S FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____.(Contractor)

County of Pinellas, City of Pinellas Park, and State of Florida, 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 _____/_____/20_____.

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 _____/_____/2021, 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 _____,2021, by _____
(Name of person acknowledging)

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

as identification.

(Notary Seal)

NOTARY PUBLIC_____

My Commission Expires_____

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 20____

between _____ (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 _____, 20____.

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.

Pinellas Park Bid 20/007
Bid Tabulation, Bid Package, and
Agreement

BID TABULATION

BID OPENING DATE: 06/30/2020

BID OPENING TIME: 10:00 A.M.

BID 20/007

ADA SIDEWALKS – 102ND AVENUE

BIDDER	BID AMOUNT
CENTRAL FLORIDA CONTRACTORS	\$143,362.25
C&T CONTRACTING SERVICES LLC	\$185,568.50
MTM CONTRACTORS INC	\$199,785.00
	\$
	\$
	\$
	\$
	\$

City of
PINELLAS PARK

Public Works Operation Center
6250 82ND AVE. - P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

Public Works Phone • (727) 369-5850
Lelsure Services Phone • (727) 369-5285
Fax • (727) 369-5797

August 31, 2020

Mr. George Gomes
Central Florida Contracting, Inc.
P.O. Box 3987
Seminole, FL 33775

Re: Notice to Proceed
Sidewalk and Accessibility Ramp Repair and Replacement Program –
ADA Program for 102ND Avenue N. (56TH Street N. to 66TH Street N.)
City Project # 20/007

Dear: Mr. Gomes:

This letter constitutes an official NOTICE TO PROCEED and to commence construction on the above referenced project. This notice authorizes initiation of construction of the above mentioned project. Please be advised that construction of this project must be commenced on or before September 21, 2020.

This letter is accompanied by two (2) original contracts for this project. All work must be performed in accordance with the contract.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Petersen', is written over the word 'Sincerely,'.

Aaron Petersen, Director
Construction Services Division

c: Public Works Administrator
Transportation & Stormwater Director
Purchasing Coordinator
Engineering Inspectors (JM, RM)



PRINTED ON RECYCLED PAPER

C8 AWARD OF BID 20/007- SIDEWALK & ACCESSIBILITY RAMP REPAIR AND REPLACEMENT ADA PROGRAM FOR 102ND AVENUE N. (56TH STREET N. TO 66TH STREET N.) - Central Florida Contractors, Inc.

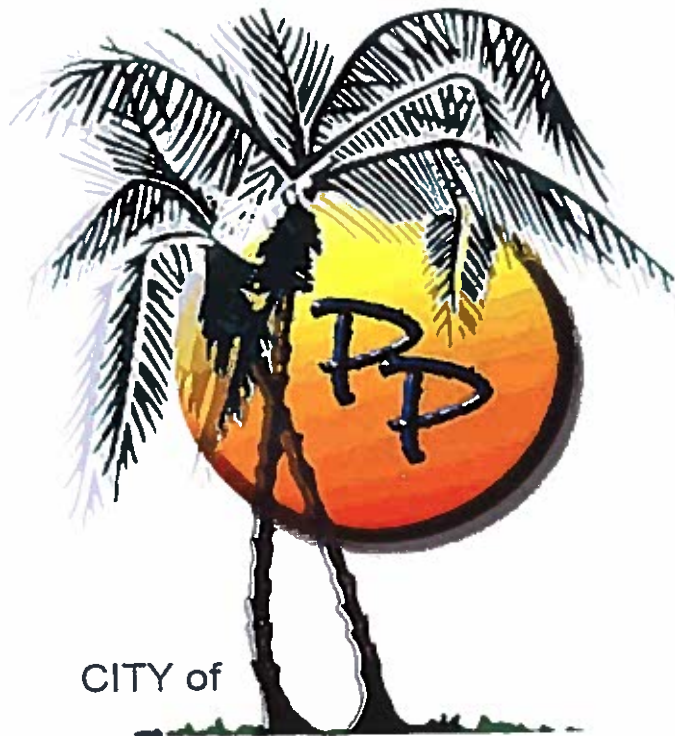
NOTE: Bids were legally advertised and bids were solicited on Demand Star. Three (3) bids were received with Central Florida Contractors, Inc. (P.O. Box 3987 Seminole, FL 33775) being the low bidder with a bid submittal of \$143,362.25. The amount budgeted for this program is \$150,000.00 (page 236 of the FY 19/20 adopted budget). This project will be charged to account 301481-562538 20481/106-PROGRAM-CONSTRUCT. The remaining budget will be used for another location in a future bid.

ACTION: (Approve - Deny) Authorization to award Bid 20/007 for the Sidewalk & Accessibility Ramp Repair and Replacement ADA Program for 102nd Avenue N. (56th Street N. to 66th Street N.) to Central Florida Contractors, Inc., in the amount of \$143,362.25 to be charged to the appropriate account.

Department: Public Works

Reference Material: Bid Tabulation for sidewalk & access ramp repair

CITY OF PINELLAS PARK



CITY of
Pinellas Park, FL
The Heart of Pinellas

BID 20/007

**ADA SIDEWALK UPGRADE
102ND AVENUE NORTH**
(56TH STREET N. – 66TH STREET N.)

CONSTRUCTION SERVICES DIVISION

STANDARD CONSTRUCTION SPECIFICATIONS

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Construction Contract

Contractor's Affidavit

Contractor's Release

Public Entity Crimes Statement

Public Construction Bond

Statement of Surety

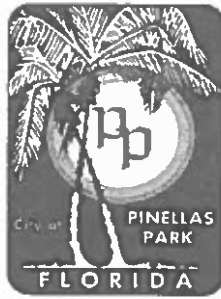
Specifications

Drawings/Maps

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

purchasing@pinellas-park.com

CITY OF PINELLAS PARK ADVERTISEMENT FOR BID

The City of Pinellas Park will accept sealed bids until **TUESDAY, JUNE 30, 2020 at 10:00 A.M.**
for Bid 20/007:

ADA SIDEWALK UPGRADE 102ND AVENUE NORTH (56TH STREET N. – 66TH STREET N.)

This bid will consist of the furnishing of all services, labor, materials, equipment and construction under Contract 20/007 – ADA SIDEWALK UPGRADE – 102ND Avenue North (56TH Street N. – 66TH Street N.)

All work must be completed within 90 Calendar days

Instructions to obtain BID package:

**To receive this bid package or for any/all questions regarding this project email:
purchasing@pinellas-park.com**

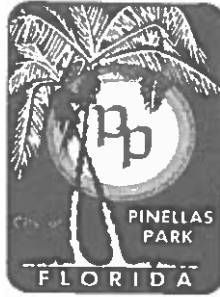
City of Pinellas Park,
Purchasing Division

To appear as a **FULL RUN** in the Tampa Bay Times Editions **SUNDAY, JUNE 07, 2020.**

City of

PINELLAS PARK

PURCHASING DIVISION
P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

purchasing@pinellas-park.com

CITY OF PINELLAS PARK NOTICE OF BID 20/007

Date: JUNE 07, 2020

To: All Interested Bidders

The City of Pinellas Park will accept sealed bids for until **TUESDAY, JUNE 30, 2020 at 10:00 A.M.** for Bid 20/007:

ADA SIDEWALK UPGRADE 102ND AVENUE NORTH (56TH STREET N. – 66TH STREET N.)

This bid will consist of the furnishing of all services, labor, materials, equipment and construction under Contract 20/007 – ADA SIDEWALK UPGRADE – 102ND Avenue North (56TH Street N. – 66TH Street N.)

All work must be completed within 90 Calendar days

Any/all questions regarding this project should be emailed to:
purchasing@pinellas-park.com

All proposals must be accompanied by a certified check, bank draft, or bid bond in the sum of five percent (5%) of the base bid, made payable to the City of Pinellas Park, which check, draft, or bid bond shall be a guarantee that should the proposal be accepted, the bidder will, within ten days after the acceptance of his proposal, enter into a contract with the City of Pinellas Park for the services proposed to be performed and will at that time furnish a contract surety bond in the amount of one hundred percent (100%) of the contract, made payable to the City of Pinellas Park, Florida, which bond shall be adequate to guarantee the faithful performance of the contract. All Surety Bonds including but not limited to Bid Bonds, Performance Bonds and Payment Bonds must be signed by a Florida resident or Florida non-resident licensed agent in accordance with Florida Statue 626.112.

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

ALL BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF YOUR BID PROPOSAL FORM, BID BOND, STATEMENT OF CRIMES ENTITY AND ANY/ALL ATTACHMENTS AS REQUESTED IN THESE PROJECT SPECIFICATIONS, to the Purchasing Division, located at 8000 60th Street, Pinellas Park by, TUESDAY, JUNE 30, 2020, at 10:00 A.M.

NOTE: FAILURE TO SUBMIT ALL REQUESTED ORIGINAL DOCUMENTS AND COPIES ON TIME COULD RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Bid forms and specifications are attached to this letter, please complete all forms. Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of 60 days after the date of the opening of bids.

Sealed bids shall be either hand-delivered to the Purchasing Division, 8000 60th Street N., Pinellas Park, FL 33781 or mailed to the Purchasing Division, City of Pinellas Park, Post Office Box 3138, Pinellas Park, Florida, 33780-3138. Any bids received after the specified time and date will not be considered. Unsealed bid envelopes will not be accepted.

Note: PLAINLY MARK THE FRONT OF YOUR BID ENVELOPE
"SEALED BID 20/007 – ADA SIDEWALK UPGRADE"

ALL BIDS MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY BID PROPOSAL

The City of Pinellas Park is not responsible for the United States Mail, or private couriers or messengers in regard to bids being delivered by the specified time so that they may be considered.

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

All bidders are invited to be present at the public bid opening, which will be held at the Purchasing Division, 8000 60th Street N., Pinellas Park, Florida, 33781, on TUESDAY, JUNE 30, 2020, at 10:00 A.M.. However, no award of bid will be made at that time. A tabulation of all bids received must be prepared and presented to the City Manager and City Council for final approval, prior to award of bid.

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

Your action in submitting a bid is sincerely appreciated.

City of Pinellas Park
Purchasing Division

INFORMATION FOR BIDDERS

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| 7 | Changes in Project Scope |
| 8 | Right to Accept and Reject Bids |
| 9 | Acceptance of Bid and Award of Contract |
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INFORMATION FOR BIDDERS

1. CONDITIONS OF WORK

- 1.1 Each bidder shall have read and be thoroughly familiar with the Drawings, Specifications, General Conditions, Detailed Specifications and other Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all supervision, labor, material, and equipment necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner/Designee makes no representations other than those stated or shown directly in the Contract Documents. In case there is any item in the Drawings, Specifications, or other Contract Documents which is not clear to the Bidder or which may, in his opinion, be impossible to comply with, the Bidder is urged to immediately notify the Owner/Designee. If it is considered necessary and time permits, an addendum will be forwarded to each holder of the Drawings and Specifications to clarify the question. However, notwithstanding the foregoing, bidders may not rely on verbal information furnished by any Designee or Employee of the City. All requests for information must be made in writing, addressed to "Owner's Purchasing Director" or his Designee.
- 1.2 The bidder, by and through the submission of his bid, agrees that he shall be held responsible for having theretofore 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 all other physical characteristics of the work in order that he may include in the prices which he bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in doing the proposed work.

2. QUALIFICATIONS OF BIDDERS

- 2.1 Bidders shall have received drawings and specifications from the Purchasing Division. The Owner/Designee may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Designee any additional information and financial data for this purpose as the Owner/Designee may request. The data shall include a detailed and up-to-date list of plans and equipment the bidder proposes to use, indication of which portions he already possesses and a detailed description of the method and program of the work he proposes to

follow. A pre-award inspection of the bidder's facility may be made prior to the award of the contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods, and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Pinellas Park, Florida.

- 2.2 The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a bidder, including past performance and experience with the City and any other governmental entity within the State of Florida in making the award in the best interest of the City.
- 2.3 The City may require bidders to show proof that they have been designated as an authorized representative of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's proposal may render the bid non-responsive.
- 2.4 The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment and organization. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation in order to comply with this demonstration of competency section.

3. PREPARATION OF BIDS

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

items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

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

4. BID SECURITY

Each bid must be accompanied by a deposit of not less than five (5) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, cashiers check, or bid bond payable to the Owner. Within 60 days after the formal opening of bids, checks or bid bonds, will be returned except the bid security of the successful bidder. The bid security of the successful bidder will be returned to him without interest when the Contract has been approved and executed.

5. RECEIPT AND OPENING OF BIDS

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

6. ANALYSIS OF BID PRICES

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

7. CHANGES IN PROJECT SCOPE

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

8. RIGHT TO ACCEPT AND REJECT BIDS

The Owner/Designee reserves the unqualified right, in the Owner/Designee's sole and absolute discretion, to reject any and all bids, which in the Owner/Designee's sole and absolute judgment will, under all circumstances, best serve the public interest. A

bid may not be accepted from, nor any contract awarded to, any person or firm, which is in default or in arrears to the City of Pinellas Park upon any debt or contract or which is in default as a surety or otherwise in default upon any obligation to the City of Pinellas Park.

9. ACCEPTANCE OF BID AND AWARD OF CONTRACT

Within sixty (60) days after the opening bids, the Owner/Designee will accept one of the bids or will act in accord with paragraph 8 of this "Information for Bidders." The acceptance of the bid will be by notice in writing signed by the Owner/Designee and mailed to or delivered at the office designated in the bid.

10. SECURITY FOR FAITHFUL PERFORMANCE

- 10.1 Simultaneously with his delivery of the executed Contract, the successful bidder shall deliver to the Owner/Designee an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing equipment, supplies or materials in connection therewith, and have as Surety thereon such company or companies approved by the Owner/Designee and authorized to transact business in the state where the work is located.
- 10.2 If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond and insurance policies properly signed by the Contractor, Insurance Company and the Surety or Sureties satisfactory to the Owner/Designee, the bidder shall be deemed to be in default, and the Owner/Designee will retain his bid security as liquidated damages, but not as a penalty.
- 10.3 If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued.

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2-1-3	Preconstruction Conference
2-1-4	Notice to Proceed
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2-1-6	Prosecution of Work
2-1-7	Workmanship, Materials and Workmen
2-1-8	Delays and Extensions of Time
2-1-9	Rights and Responsibilities of the Owner During Construction
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GENERAL CONDITIONS

2-1-1 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.
SPECIFICATIONS:	The detailed written description of the work.
DRAWINGS:	The drawings listed and described in the Contract Documents.
PROJECT:	The entire construction or installation to be performed as set forth in the Contract Documents.
NOTICES AND CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

2-1-2 DRAWINGS

(a) Checking of Drawings and Dimensions

The Contractor shall check all drawings furnished him immediately 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.

2-1-3 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.

2-1-4 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.

2-1-5 PROGRESS AND CONTROL OF THE WORK

(a) 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.

(b) 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.

2-1-6 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 workmen, 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.

2-1-7 WORKMANSHIP, MATERIALS AND WORKMEN

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.

2-1-8 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.

2-1-9 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.

2-1-10 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 Subsection 2-1-10 (h), 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).

2-1-11 THE AUTHORITY AND DUTIES 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.

2-1-12 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.

2-1-13 INSURANCE REQUIREMENTS

The following pages numbered 1 through 4 provide further contractual terms and conditions and the insurance required for this Contract, for which the Contractor is responsible.

INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

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

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

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

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

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

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

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

B. LIMITS OF INSURANCE

GENERAL LIABILITY

- Type - Commercial General Liability (CGL), Occurrence Basis
- Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

- Type -Any Auto, Hired autos, and Non-Owned Autos
- Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

- Type -Workers' Compensation and Employer's Liability or **Work Comp Exemption certificate**
- Limits -Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee



CENTFLO-10

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:	PHONE (A/C, No, Ext): (813) 988-1234	FAX (A/C, No): (813) 988-0989
	E-MAIL ADDRESS: certs@associatesins.com		
INSURED Central Florida Contractors, Inc. P.O. Box 3987 Seminole, FL 33775	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FCCI Insurance Co		10178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL100055515-00	2/25/2020	2/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA100055518-00	2/25/2020	2/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB100055519-01	2/25/2020	2/25/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	001-WC20A-79292	2/25/2020	2/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid 20/007 ADA Sidewalk Upgrade 102nd Ave N

City of Pinellas Park is an additional insured with regard to the general liability, auto liability, and umbrella liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pinellas Park
Attn: Human Resources Department
5141 78th Ave N.
Pinellas Park, FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be 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.

C. CERTIFICATES OF INSURANCE

Five (5) original signed copies of Certificates of Insurance outlining insurance coverages are to be forwarded to the City's Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read: **"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project: BID 20/007 - ADA SIDEWALK UPGRADE - 102ND AVE N.** (Required for General Liability and Business Automobile Liability and Excess/Umbrella Liability)
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park
ATTN: HUMAN RESOURCES DEPARTMENT
5141 78th Avenue North
Pinellas Park, FL 33781

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONTRACTOR shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENTPROJECT/SERVICE CONTRACT NAME: BID 20007 -ADA SIDEWALK UPGRADE -102ND AVE N.

By this agreement, Central Florida Contractors, hereinafter "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, or default or breach of contract, guarantee or warranty.

Date 7/13/20Contractor Central Florida Contractors IncAddress P.O. Box 3987 Seminole, FL 33775Print Name George GomerSignature [Signature]Title President

President, Vice-President, or Treasurer

CORPORATE SEAL

2-1-14 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 Assistant City Manager/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.

2-1-15 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 time 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.

(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.

2-1-16 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 in Section 2-1-15(g), 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.

2-1-17 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 Cables	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

It is the responsibility of the Contractor to contact Sunshine One Call @ 1-800-432-4770 for locations of all utilities prior to any excavation or construction.

2-1-18 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 paragraph 2-1-11 of this Division noting the Authority and Duties of the City Manager Appointed Designee. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work, paragraph 2-1-14 (b) of this Division. 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."

(d) 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.

2-1-19 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.

2-1-20 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.

2-1-21 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.

2-1-22 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.

2-1-23 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.

2-1-24 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.

2-1-25 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.

2-1-26 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.

2-1-27 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.

2-1-28 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.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna
Diane M. Corna, MMC

By Sandra L. Bradbury
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

Christie Jones

Central Pinellas Contractors
Contractor (Company Name)

(SEAL)

Secretary
Attestor Title (Print)

By [Signature]
Signature of Authorized Officer

Approved as to form and correctness:

James W. Denhardt
City Attorney, James W. Denhardt
City of Pinellas Park

George Brown President
(TYPE OR PRINT SIGNATURE)

Approved by City Council:

08-13-2020

TOTAL BID PROPOSAL FORM

MAIL TO: Purchasing Director
City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780-1100

DELIVER TO: Purchasing Director
City of Pinellas Park
8000 60th Street North
Pinellas Park, FL 33781

RE: Bid #20/007

Delivered F.O.B., City of Pinellas Park, Pinellas Park, Florida.

My company as identified below, submits the following proposal:

TOTAL BID PROPOSAL

AMOUNT: \$

143,362²⁵

(THIS AMOUNT MUST INCLUDE \$5,000.00 CONTINGENCY)

Exceptions and/or deviations:

N/A

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

Firm Name: Central Florida Contractors Inc


Address: P.O. Box 3987

Seminole, FL

(Zip Code) 33775

Telephone: (Area Code: 727) 596-0708

Authorized Signature:



(Type or Print Name of Signature)

George Gomes

Title:

President

Date:

6/29/20

PLEASE COMPLETE THE FOLLOWING SUMMARY FORM(S)

BID 20/007

ADA SIDEWALK UPGRADE

102ND AVENUE NORTH - (56TH STREET N. -- 66TH STREET N.)

SUMMARY OF PAY ITEMS

	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization	LS	1	5,500 ⁰⁰	5,500 ⁰⁰
2	Maintenance of Traffic	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
3	Remove existing 4" concrete	SY	1,095	11 ²⁵	12,318 ⁷⁵
4	Replace existing 4" concrete	SY	483	38 ²⁵	18,474 ⁷⁵
5	Remove existing 6" concrete	SY	120	11 ²⁵	1,350 ⁰⁰
6	Replace existing 6" concrete	SY	98	54 ⁰⁰	5,292 ⁰⁰
7	Install 6" Concrete sidewalk handicap ramps (FDOT index No. 522-002)	SY	599	47 ²⁵	28,302 ⁷⁵
8	Yellow liquid truncated domes for handicap ramps (FDOT Index No. 522-002)	Each	52	350 ⁰⁰	18,200 ⁰⁰
9	Remove and replace 6" 2' wide type "B" curb (FDOT Index No. 520-001)	LF	892	22 ⁰⁰	19,624 ⁰⁰
10	Remove existing asphalt	SY	10	90 ⁰⁰	900 ⁰⁰
11	Repair existing asphalt driveway and cuts	SY	10	90 ⁰⁰	900 ⁰⁰
12	Install retaining wall (FDOT Index No. 400-010)	LF	67	80 ⁰⁰	5,360 ⁰⁰
13	Provide and install aluminum handrail (FDOT Index No. 515-070)	LF	22	200 ⁰⁰	4,400 ⁰⁰
14	Remove existing aluminum handrail as shown on plan	EA	1	1,000 ⁰⁰	1,000 ⁰⁰
15	Remove existing retaining wall/spill way for existing aluminum handrail as shown on plan	EA	1	1,000 ⁰⁰	1,000 ⁰⁰
16	Excavation	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
17	Clearing and Grubbing	LS	1	4,500 ⁰⁰	4,500 ⁰⁰
18	Fill Material	CY	40	1 ⁰⁰	40 ⁰⁰
19	Sodding	SY	700	6 ⁰⁰	4,200 ⁰⁰
20	Contingency			\$ 5,000.00	5,000 ⁰⁰
PLACE TOTAL ON PREVIOUS PAGE - TOTAL BID PROPOSAL FORM					

NOTE: Some items include a 10% buffer in quantities shown. Payment will be based upon measured quantities completed and accepted by the Project Manager or Designee.

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA**

Contract No. 20/007

Proposal of Central Florida Contractors Inc
(Name)

Address Seminole FL 33775
(City) (State) (Zip Code)

TO: Purchasing Division
City of Pinellas Park
8000 60th Street North
Pinellas Park, Florida 33781

Gentlemen:

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

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

The bidder agrees that if this proposal is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, in the form of Contract attached, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this proposal and other Contract Documents for the construction of **ADA SIDEWALK UPGRADE- 102ND AVENUE NORTH** Contract No. **20/007** and to furnish the prescribed Performance, Payment and Guaranty Bond for no less than the total bid offered.

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

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

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

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

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

Acknowledgements of Addenda

Addendum No. _____	Signature _____	L.S. _____
Addendum No. <u> A </u>	Signature _____	L.S. _____
Addendum No. _____	Signature _____	L.S. _____
Addendum No. _____	Signature _____	L.S. _____
Addendum No. _____	Signature _____	L.S. _____

Attached is a cashier's check on the N/A

Bank of N/A or a Bid Bond

for the sum of 5-0/0

Dollars (\$) 50% Bid Bond, according to the requirements of these
Contract Documents.

Respectfully submitted,

Central Florida Contractors Inc
(Company Name)

Jesus Luna President
(Name and Title of Authorized Company Official)

ATTEST: Chris Yano
(Signature)

Bidder's Mailing Address:

P.O. Box 3987

Seminole, FL 33775

Phone Number: 727 596 0708

The full names and residence of persons or firms interested in the foregoing Bid, as principals, are as follows:

George Gomes

13345 Pine Bark Court Largo, 33774

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

Lou Gomes

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

Lou Gomes



Licensee Search

Licensee Detail

License #:

A241176

Full Name:

SHICK, DAVID BRYAN

Business Address:7217 BENJAMIN ROAD
TAMPA, FL 33634**Mailing Address:**7217 BENJAMIN ROAD
TAMPA, FL 33634**Email:**

DAVES@PROSUREGROUP.COM

Phone:

(813) 243-1110

County:

Hillsborough

NPN #:

488618

Continuing Education Statistics**CE Due Date:** 9/30/2020**Continuing Education Status:** In Progress**Number of Hours Required:** 20**Number of Hours Completed:** 3

CHUBB NATIONAL INSURANCE COMPANY	1/28/2019	9/30/2021
CHUBB INDEMNITY INSURANCE COMPANY	1/28/2019	9/30/2021
GREAT NORTHERN INSURANCE COMPANY	1/28/2019	9/30/2021
PACIFIC INDEMNITY COMPANY	1/28/2019	9/30/2021
WESTERN SURETY COMPANY	4/17/1996	9/30/2020
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	11/1/2000	9/30/2021
HARTFORD FIRE INSURANCE COMPANY	12/28/2001	9/30/2020
OLD REPUBLIC SURETY COMPANY	2/1/1994	9/30/2020
PLATTE RIVER INSURANCE COMPANY	11/21/2002	9/30/2021
CAPITOL INDEMNITY CORPORATION	3/18/1996	9/30/2020
DEVELOPERS SURETY AND INDEMNITY COMPANY	3/25/2004	9/30/2020
GREAT AMERICAN INSURANCE COMPANY	11/11/2010	9/30/2021
NORTH AMERICAN SPECIALTY INSURANCE COMPANY	3/12/2012	9/30/2020
STAR INSURANCE COMPANY	4/27/2012	9/30/2020
LIBERTY MUTUAL INSURANCE COMPANY	1/9/2012	9/30/2020
OHIO CASUALTY INSURANCE COMPANY	1/9/2012	9/30/2020
AMERICAN CONTRACTORS INDEMNITY COMPANY	5/14/2012	9/30/2020
U.S. SPECIALTY INSURANCE COMPANY	5/14/2012	9/30/2020
UNITED STATES SURETY COMPANY	5/14/2012	9/30/2020
WASHINGTON INTERNATIONAL INSURANCE COMPANY	3/12/2012	9/30/2020
WESTCHESTER FIRE INSURANCE COMPANY	3/6/2012	9/30/2020
FRANKENMUTH MUTUAL INSURANCE COMPANY	8/3/2018	9/30/2020
GREAT MIDWEST INSURANCE COMPANY	3/10/2020	9/30/2022
DEPOSITORS INSURANCE COMPANY	8/6/2010	9/30/2020

NATIONWIDE INSURANCE COMPANY OF FLORIDA	8/6/2010	9/30/2020
NATIONWIDE INSURANCE COMPANY OF AMERICA	8/6/2010	9/30/2020
ALLIED PROPERTY & CASUALTY INSURANCE COMPANY	8/6/2010	9/30/2020
RLI INSURANCE COMPANY	3/15/2013	9/30/2021
CONTRACTORS BONDING & INSURANCE COMPANY	3/15/2013	9/30/2021
ALLIED INSURANCE COMPANY OF AMERICA	11/22/2014	9/30/2021
NATIONWIDE ASSURANCE COMPANY	9/20/2019	9/30/2021
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY	9/20/2019	9/30/2021
NATIONWIDE GENERAL INSURANCE COMPANY	9/20/2019	9/30/2021

Invalid Licenses

Type	Issue Date	Status
HEALTH (0240)	7/20/2001	INVALID

Inactive Appointments

GENERAL LINES (PROP & CAS) (0220)

Company Name	Issue Date	Exp Date	Status Date
NOVA CASUALTY COMPANY	6/29/2006	9/30/2012	10/1/2012
MSA INSURANCE COMPANY	7/24/2007	9/30/2009	11/18/2009
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY	3/6/2008	9/30/2014	11/20/2012
ALLEGHENY CASUALTY COMPANY	7/28/2009	9/30/2019	12/22/2017
INTERNATIONAL FIDELITY INSURANCE COMPANY	1/23/2019	9/30/2021	3/20/2019

INTERNATIONAL FIDELITY INSURANCE COMPANY	9/20/1996	9/30/1997	3/17/1997
MARYLAND CASUALTY COMPANY	1/1/1993	9/30/2003	2/7/2002
PEERLESS INSURANCE COMPANY	9/14/1994	9/30/2005	8/14/2006
FAIRMONT SPECIALTY INSURANCE COMPANY	9/6/1995	9/30/1996	3/20/1996
UNITED PACIFIC INSURANCE COMPANY	4/19/1995	9/30/2001	2/13/2001
UNITED STATES FIDELITY AND GUARANTY COMPANY	3/12/1997	9/30/1997	9/30/1997
BLACKBOARD INSURANCE COMPANY	11/6/1998	9/30/2003	2/7/2002
AMWEST SURETY INSURANCE COMPANY	3/6/1992	9/30/1998	9/30/1998
AMERICAN RELIABLE INSURANCE COMPANY	11/16/1993	9/30/1996	9/1/1996
ASSURANCE COMPANY OF AMERICA	11/6/1998	9/30/2003	2/7/2002
AIG PROPERTY CASUALTY COMPANY	3/21/1997	9/30/1997	9/30/1997
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.	3/12/1997	9/30/1997	9/30/1997
HARTFORD INSURANCE COMPANY OF THE MIDWEST	3/1/1993	9/30/1995	4/25/1994
HARTFORD FIRE INSURANCE COMPANY	3/1/1993	9/30/1995	4/25/1994
HARTFORD INSURANCE COMPANY OF THE SOUTHEAST	3/1/1993	9/30/1995	4/25/1994
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	3/21/1997	9/30/1997	9/30/1997
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD	7/6/2000	9/30/2006	12/9/2005
NEW HAMPSHIRE INSURANCE COMPANY	3/21/1997	9/30/1997	9/30/1997
HARTFORD UNDERWRITERS INSURANCE COMPANY	3/1/1993	9/30/1995	4/25/1994

NORTHERN INSURANCE COMPANY OF NEW YORK	11/6/1998	9/30/2003	2/7/2002
OLD DOMINION INSURANCE COMPANY	6/1/2001	9/30/2011	10/3/2011
RLI INSURANCE COMPANY	8/22/1996	9/30/2012	10/1/2012
RELIANCE INSURANCE COMPANY	4/19/1995	9/30/2001	9/30/2001
TWIN CITY FIRE INSURANCE COMPANY	3/1/1993	9/30/1995	4/25/1994
STAR INSURANCE COMPANY	11/28/1995	9/30/2002	9/30/2002
CUMBERLAND CASUALTY AND SURETY COMPANY	9/9/1996	9/30/2005	8/14/2006
XL SPECIALTY INSURANCE COMPANY	6/1/2000	9/30/2012	10/1/2012
PELEUS INSURANCE COMPANY	3/10/1993	9/30/1995	9/1/1995
MERCHANTS BONDING COMPANY (MUTUAL)	6/19/1995	9/30/2005	9/30/2003
NOVA CASUALTY COMPANY	2/15/2000	9/30/2006	4/22/2005
GUARANTEE COMPANY OF NORTH AMERICA USA (THE)	5/1/1996	9/30/1996	9/1/1996
CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY	4/23/2001	9/30/2003	6/13/2002
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA	7/6/2000	9/30/2006	12/1/2005
OLD REPUBLIC INSURANCE COMPANY	5/11/1994	9/30/1996	9/1/1996
CONTINENTAL CASUALTY COMPANY	7/6/2000	9/30/2006	12/2/2005
FIDELITY AND DEPOSIT COMPANY OF MARYLAND	8/5/1996	9/30/2014	11/20/2012
FIDELITY AND GUARANTY INSURANCE COMPANY	3/12/1997	9/30/1997	9/30/1997
AMERICAN PROPERTY INSURANCE COMPANY	11/1/1999	9/30/2002	9/30/2002

GREAT AMERICAN INSURANCE COMPANY	11/13/2001	9/30/2006	11/3/2005
GULF INSURANCE COMPANY	3/24/1999	9/30/2005	4/15/2005
HARTFORD ACCIDENT AND INDEMNITY COMPANY	12/28/2001	9/30/2010	8/11/2008
HARTFORD CASUALTY INSURANCE COMPANY	3/1/1993	9/30/1995	4/25/1994
HARTFORD CASUALTY INSURANCE COMPANY	12/28/2001	9/30/2010	9/15/2010
FIRST SEALORD SURETY, INC.	1/6/2005	10/31/2011	12/18/2011
OLD REPUBLIC GENERAL INSURANCE CORPORATION	11/1/2005	9/30/2008	7/30/2008
INTERNATIONAL FIDELITY INSURANCE COMPANY	9/13/2006	9/30/2018	12/22/2017
BANKERS INSURANCE COMPANY	11/14/2006	9/30/2019	10/20/2017
LM INSURANCE CORPORATION	8/1/2007	9/30/2011	10/3/2011
LIBERTY MUTUAL FIRE INSURANCE COMPANY	8/1/2007	9/30/2011	10/3/2011
LIBERTY MUTUAL INSURANCE COMPANY	8/1/2007	9/30/2011	10/3/2011
AMERICAN STATES INSURANCE COMPANY	7/19/2010	9/30/2018	12/9/2016
AMERICAN SAFETY CASUALTY INSURANCE COMPANY	6/26/2012	9/30/2014	11/18/2014
MSA INSURANCE COMPANY	8/15/2011	9/30/2013	10/1/2013
AEGIS SECURITY INSURANCE COMPANY	1/26/2011	9/30/2013	10/1/2013
NGM INSURANCE COMPANY	6/30/2011	9/30/2013	10/1/2013
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY	4/26/2013	9/30/2019	11/9/2017

HEALTH (0240)

Company Name	Issue Date	Exp Date	Status Date
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AETNA LIFE INSURANCE COMPANY	7/20/2001	9/30/2011	8/18/2010
AETNA HEALTH INC.	7/20/2001	9/30/2011	8/18/2010

Copyright © Florida Department of Financial Services 2018

Valid Licenses

Type	Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS) (0220)	2/18/1992	YES

Active Appointments

GENERAL LINES (PROP & CAS) (0220)

Company Name	Issue Date	Exp Date
OLD REPUBLIC INSURANCE COMPANY	4/15/2004	9/30/2020
SURETEC INSURANCE COMPANY	6/2/2009	9/30/2021
HUDSON INSURANCE COMPANY	9/19/2013	9/30/2021
ENDURANCE ASSURANCE CORPORATION	6/24/2020	9/30/2022
NATIONWIDE MUTUAL INSURANCE COMPANY	6/10/2016	9/30/2020
ALLIED WORLD INSURANCE COMPANY	10/25/2016	9/30/2021
ALLIED WORLD SPECIALTY INSURANCE COMPANY	10/25/2016	9/30/2021
UNITED STATES FIRE INSURANCE COMPANY	5/18/2016	9/30/2020
NAVIGATORS INSURANCE COMPANY	12/7/2017	9/30/2020
FEDERAL INSURANCE COMPANY	1/28/2019	9/30/2021
VIGILANT INSURANCE COMPANY	1/28/2019	9/30/2021
EXECUTIVE RISK INDEMNITY INC.	1/28/2019	9/30/2021
OLD DOMINION INSURANCE COMPANY	7/10/2019	9/30/2021
NGM INSURANCE COMPANY	7/10/2019	9/30/2021
PHILADELPHIA INDEMNITY INSURANCE COMPANY	7/9/2019	9/30/2021
XL REINSURANCE AMERICA INC.	3/11/2019	9/30/2021
XL SPECIALTY INSURANCE COMPANY	3/11/2019	9/30/2021

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Central Florida Contractors, Inc.
13345 Pine Bark Ct.
Largo, FL 33774

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702

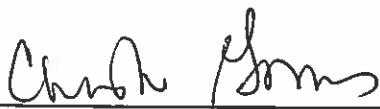
a corporation duly organized under the laws of the State NH
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Pinellas Park, FL
8000 60th Street North
Pinellas Park, FL 33781

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
102nd Ave. North Sidewalks; Bid No. 20-007
Sidewalk Construction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed June 30, 2020



(Witness)



(Witness)

Central Florida Contractors, Inc.



The Ohio Casualty Insurance Company



David B. Shick, Attorney-in-Fact and Licensed
Florida Resident Agent #A241176

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200633-869466

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David B. Stuck, Brandy Baich

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 27th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

PROJECT: BID 20/007- ADA SIDEWALK UPGRADE - 102ND AVENUE NORTH

BIDDER'S NAME: Central Florida Contractors Inc.

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

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

*TOTAL: \$ _____

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

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


Bidding Contractor Signature

CONSTRUCTION CONTRACT
CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA

CONTRACT #20/007

ADA SIDEWALK UPGRADE – 102ND AVENUE NORTH
(56TH STREET N. – 66TH STREET N.)

This Agreement dated this 13 day of July, 2020

by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation,
hereinafter called the Owner, and Central Florida Contractors

(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, the following price:

The total Contract amount is ONE Hundred, Forty Three Thousand, Three hundred Sixty two and Twenty Five Cents DOLLARS

(\$ 143,362.25) 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 hereinabove enumerated, to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within the time limit as follows:

90 Calendar days

ARTICLE V: Compliance with Public Records Laws
IF THE CONTRACTOR HAS QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-369-0619, CITYCLERK@PINELLAS-PARK.COM, 5141 78TH AVENUE NORTH, PINELLAS PARK, FLORIDA 33781.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided by the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE VI: Component Parts of Contract

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

Addenda (if any), Advertisement for Bids, Notice of Bid, Information for Bidders, General Conditions, Hole Harmless Agreement, Bid Proposal Form(s), Trench Safety Act Acknowledgement, Construction Contract, Contractor's Affidavit and Contractor's Final Release of Lien, Sworn Statement of Public Entity Crimes, Public Construction Bond, Construction Specifications, plans and Drawings.

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.

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.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna
Diane M. Corna, MMC

(SEAL)

By *Sandra L. Bradbury*
Sandra L. Bradbury, Mayor

ATTEST:

Chris Jones

Central Floor, Inc.
Contractor (Company Name)

(SEAL)

Secretary
Attestor Title (Print)

By *[Signature]*
Signature of Authorized Officer

George Gomes President
(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

James W. Denhardt
City Attorney, James W. Denhardt
City of Pinellas Park

Approved by City Council: *08-13-2020*

BEFORE ME, the undersigned authority, personally appeared _____
 _____ (Contractor) who was sworn and says that he is the Contractor
 who has contracted with _____ (Owner) to
 construct 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 _____, 20____, by _____
 (Name of person acknowledging)

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

(Notary Seal)

NOTARY PUBLIC _____

My Commission Expires _____

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 ____ / ____ /20____.

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 ____ / ____ /20____, 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 _____

COUNTY OF _____

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

notarization, this ____ day of _____, 20____, by _____
 (Name of person acknowledging)

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

NOTARY PUBLIC _____
 (Name of Notary typed, printed or stamped)

(Notary Seal)

My Commission Expires _____

**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 City of Pinellas Park
(print name of the public entity)
by George Gower President
(print individual's name and title)
for Central Florida Contractors Inc
(print name of entity submitted sworn statement)

whose business address is:

P.O Box 3987
Seminole, FL 33775

and (if applicable) its Federal Employer Identification Number (FEIN) is 09-59-311956

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.


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

N/A 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.

N/A 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.

N/A 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. (attached 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 Florida

COUNTY OF Pinellas

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

notarization, this 23 day of June, 2020 by Natalee S. Campagnola
(Name of person acknowledging)

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

as identification.
 **Natalee S. Campagnola**
Comm. # GG916272
Expires: Sept. 24, 2023
Bonded Thru Aaron Notary

NOTARY PUBLIC Natalee S. Campagnola
My Commission Expires September 24, 2023



PROSURE GROUP
BONDING TOGETHER . BUILDING TOGETHER

7217 Benjamin Road
Tampa, FL 33634

(800) 480-3883 toll free
(813) 813 -1109 fax
Info@prosuregroup.com
www.prosuregroup.com

This is the *front page* of the performance/payment bond
issued in compliance with Florida Statute Chapter 255.05

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES,
INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN
SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY
REFERENCE

Bond Number: 41K234812
Surety in which bond's written: The Ohio Casualty Insurance Company
Local Address: 9721 Executive Center Dr., Suite 105
St. Petersburg, FL 33702
Local Phone Number: (727) 568-8733
Contractor Name: Central Florida Contractors, Inc.
Address: 13345 Pine Bark Ct.
Largo, FL 33774
Phone: (727) 596-0708
Owner Name: City of Pinellas Park, FL
Address: 5141 78th Ave. North
Pinellas Park, FL 33781
Phone: 727-369-0700
Obligee Name: Same As Owner
Address:
Phone: ()
Contract Number: 20/007
Project Description: ADA Sidewalk Upgrades
Project Address: 102nd Ave. North - Pinellas Park
Legal description of property:

This is the front page of the bond. All other pages are subsequent regardless of preprinted
numbers.

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200633-969466

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David B. Shick; Brandy Baich

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of August, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

3. 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; and

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

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

Dated this 20th day of August, 2020.

Contractor: Central Florida Contractors, Inc.

BY _____

(SEAL)

George Gomes, President
(PRINT OR TYPE SIGNATURE)

Surety: The Ohio Casualty Insurance Company

BY _____

Attorney-in-Fact (FLORIDA)
David B. Shick, Attorney-in-Fact

(SEAL)

Florida Resident Agent

David B. Shick, Licensed FL Resident Agent #A241176

ATTACH BOND AND POWER OF ATTORNEY TO THIS FORM

In accordance with the provisions of the contract dated _____, 20____
 between _____ (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 and 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 _____, 20____.

Attest: _____

By _____
 (President, Vice President)

(Seal)

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.**

SECTION 2

DETAILED SPECIFICATIONS – GENERAL

Paragraph - Number

2-2-1	General Description
2-2-2	Shop Drawings
2-2-3	Operation or Use Requirements
2-2-4	Material Approval
2-2-5	Storage of Materials
2-2-6	Salvaged Equipment and Materials
2-2-7	Progress of Work
2-2-8	Preservation of Property
2-2-9	Clean Up
2-2-10	Traffic Control
2-2-11	Public Safety and Convenience
2-2-12	As-Built Data
2-2-13	Video Tape Recordings on Projects
2-2-14	Temporary Desk Space
2-2-15	Schedules
2-2-16	Protection of Property
2-2-17	Codes
2-2-18	Guarantees, Operating and Maintenance Instructions
2-2-19	Protection of Existing Water and Sanitary Sewer Services

DETAILED SPECIFICATIONS - GENERAL**2-2-1 GENERAL DESCRIPTION**

The plans, specifications, and bid items are for the full execution and completion of the work proposed. Bid units and items shall cover all related materials and labor to complete that specific unit or item. Payment shall be based on the actual quantities installed, based on unit or item price bid.

2-2-2 SHOP DRAWINGS

The Contractor shall submit for the approval of the City Engineer, prior to start of construction, detailed or shop drawings of equipment and materials he contemplates furnishing under this Contract. Equipment shall not be fabricated or materials shipped until shop drawings have been approved. Five (5) copies of shop drawings or a reproducible sepia shall be submitted. Shop drawings shall be checked and signed or stamped by the Contractor before submission to the City Engineer.

2-2-3 OPERATION OR USE REQUIREMENT

Equipment and materials described in these specifications shall be installed in complete accord with the manufacturer's recommendations and, except where otherwise specified, proof must be given by the manufacturer that similar equipment or materials of this make have been in operation or use under comparable conditions for a period of at least two (2) years.

2-2-4 MATERIAL APPROVAL

All materials furnished by the Contractor shall be new and as specified and shown on the drawings. The Contractor shall, if required, furnish satisfactory evidence for the approval of the City Engineer as to the kind and quality of materials. Copies of specific tests called for in the specifications shall be furnished in three (3) copies. Before beginning work, the Contractor shall advise and shall obtain the approval of the City Engineer in writing for any optional materials allowable under the various headings which he proposes to use.

2-2-5 STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies, and equipment intended for use in the work shall be stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism. The City Engineer will refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the City Engineer before any payment for same will be made.

2-2-6 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 City Engineer. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the City Engineer, but not to exceed 4 miles from the job site.

2-2-7 PROGRESS OF WORK

If at any time the materials and appliances to be used appear to the City Engineer 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 City Engineer 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. Reference shall be made to General Conditions.

2-2-8 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Where such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice 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.

2-2-9 CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the residents and workers in the vicinity of the project. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. The Contractor shall clear the site of all debris, rubbish, and litter of all types and shall clean the site thoroughly to a condition acceptable to the City Engineer before final payment will be made. 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 restored to their original condition or better.

2-2-10 TRAFFIC CONTROL

The Contractor shall provide all work zone traffic control. All work zone traffic control shall comply with the latest D.O.T. standards.

2-2-11 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property in a manner satisfactory to the City Engineer. No road or street shall be closed to the public, except with the permission of the City Engineer and proper governmental authority. Fire hydrants, on or adjacent to the work, shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. All storm sewers, including those installed by the Contractor, must be kept free of debris and silt by the Contractor.

2-2-12 AS-BUILT DATA

The Contractor shall maintain continuous "as-built" data for the project, including accurate records of the location, length, and elevation of all pipe lines and piping installed and all architectural, mechanical, or structural features of the Contract. A set of drawings will be provided the Contractor to be kept at the job site for this purpose. Within thirty days after completion of any portion of the work for which he has requested payment, the Contractor shall deliver to the City Engineer or Owner the drawings with accurate notations recorded thereon as necessary to revise the drawings for record purposes. Information to be shown for water mains shall include the location of valves, tees, and crosses dimensioned to the nearest permanent object or monument. Information to be shown for sanitary sewer wyes shall include the distance to the nearest downstream manhole, length of service line, and building number served. The Contractor will be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the Contractor.

2-2-13 VIDEOTAPE RECORDING ON PROJECTS

The Contractor shall make provision, at his expense, for videotape recording to be taken just prior to construction and for unusual conditions during construction. The videotape will show pertinent physical features along the line of construction prior to start of construction. Videotape recording will be completed by a professional person or firm experienced in videotape recording of construction projects. Two copies of all videotapes shall be furnished to the Owner's representative.

2-2-14 TEMPORARY DESK SPACE ON PROJECTS OVER \$200,000

The Contractor shall provide the City Engineer with a temporary desk and drawing board space located in a suitable area where the work is being performed. He shall provide a suitable desk, drafting board, chair, cellular telephone service, adequate lighting, and means to securely lock the space during the Engineer's absence.

2-2-15 SCHEDULES

The Contractor shall submit to the City Engineer for his review schedules of time and dates for the removal and relocation of the existing water and sewer lines and other utilities as shown on the drawings, and shall coordinate all work in this regard to ensure a minimum of inconvenience to the area served by these services. See also General Conditions.

2-2-16 PROTECTION OF PROPERTY

The Contractor shall be responsible for the protection of property in the areas in the vicinity of the construction project and for the protection of his own equipment, supplies, materials, and work against damage resulting from the elements, such as flooding, wind damage, or other cause as a result of the configuration of the construction project. The Contractor shall take all precautions against any such damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection throughout the life of the Contract for the protection of his, the Owner's, and other properties from such damage.

2-2-17 CODES

The Contractor shall be responsible for the performance of each craft or trade being accomplished within, and to the satisfaction of the prevailing codes or ordinances for that particular craft or trade on this project.

2-2-18 GUARANTEES, OPERATING AND MAINTENANCE INSTRUCTIONS

The Contractor shall furnish to the Owner two sets of brochures containing spare parts data and operating and maintenance instruction on all major equipment furnished for the project and copies of all manufacturer's guarantees and warranties. This material shall be furnished before the completion of the project and before final payment is made to the Contractor.

2-2-19 PROTECTION OF EXISTING WATER AND SANITARY SEWER SERVICES

The Contractor shall preserve from damage any existing water and sanitary sewer service along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Where such water and/or sanitary sewer service is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner or service entity.

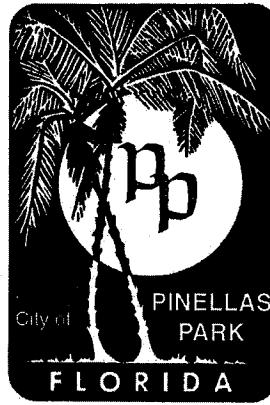
**PLEASE SEE THE
PDF FILE
CONTAINING THE
PLANS**



City of

PINELLAS PARK

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



FLORIDA

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

October 11, 2021

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

RE: City Document #21-264
Bid 20/007 Piggyback - Fairlawn Phase IV Sidewalk Project

Dear Mr. Roberts:

We have received and reviewed the proposed Contract with Central Florida Contractors, Inc. for the Fairlawn Phase IV Project, which is a piggyback of Contract 20/007. Under the General Conditions, 2-1-29, E-Verify Requirements, our office proposes to delete the current language, and replace with the following:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) 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.



PRINTED ON RECYCLED PAPER

Mr. Jeff Roberts
October 11, 2021
Page 2

Once the above change is incorporated into the Contract, our office would approve of the Agreement as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large initial "J" and "D".

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Bart Diebold, Assistant City Manger
Lisa Hendrickson, Assistant City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director

JWD/dh

21-264.10112021.LJR.Bid 20-007 Piggyback for Fairlawn Phase IV.wpd