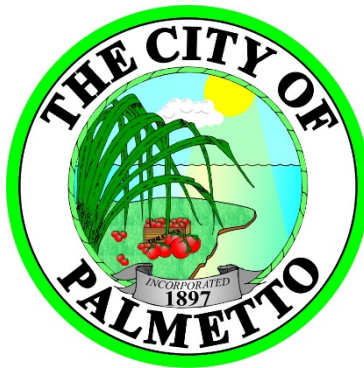


# **CITY OF PALMETTO**

## **INVITATION TO BID**

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780  
DEO CDBG GRANT #20DB-OO-08-51-02 E02**



**Date: December 6, 2021**

**Proposals Must Be Submitted No Later Than  
January 26, 2022 @ 2:00pm EST**

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

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**CITY OF PALMETTO  
INVITATION TO BID**

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

The City of Palmetto will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to furnish all materials; labor and equipment for the road extension of 7<sup>th</sup> Street East, as specified in this Invitation for Bid. Construction to include roadway, earthwork, drainage, irrigation and landscaping, as part of a Community Development Block Grant (CDBG).

**Responses are due no later than 2:00 pm EST on January 26, 2022** at the address below. Bid packages are available for download on the Purchasing Department page of our web site at [www.palmettofl.org](http://www.palmettofl.org). **A Pre-Bid Meeting is scheduled for 10:00 am EST on Tuesday, December 14, 2021** at the address below. Attendance by all intended bidders is highly encouraged.

City of Palmetto  
Attn: Nixa Haisley  
516 8<sup>th</sup> Ave West  
Palmetto, FL 34221  
[nhaisley@palmettofl.org](mailto:nhaisley@palmettofl.org)

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the project. MBE/WBE participation is encouraged.

**EQUAL OPPORTUNITY EMPLOYER/  
DRUG FREE WORKPLACE**

Legal Ad  
12/06/21

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Bids or Bids:
  - 1.1 Sealed bids, submitted in triplicate (one (1) original, (2) two copies and one (1) electronic submission (CD or USB), will be received by the office of the Purchasing Agent of the City of Palmetto, at Palmetto City Hall, 516 8<sup>th</sup> Avenue West, Palmetto, Florida 34221, until **2:00 p.m., local (Eastern) time, on January 26, 2022** at which time and place bids will be publicly opened and read aloud for the construction of improvements to as defined in the 7<sup>th</sup> Street Extension Invitation to Bid. Timely delivery is solely and strictly the responsibility of the respondent. Late bids will not be considered.
  - 1.2 Bids shall be on the forms provided for that purpose and shall be enclosed in one sealed package, each clearly marked “**7<sup>th</sup> Street Extension**” with the label provided, so as to guard against opening prior to the time set therefore. The Bidder shall also be responsible for placing his company's name on the outside of package.
  - 1.3 Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents, may be rejected at the option of the City of Palmetto.
  - 1.4 Each bid shall be signed, in behalf of the individual, partnership or corporation making the bid, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefore. The address of the individual, partnership or corporation shall be appended and, upon demand, the names and address of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.
  - 1.5 No bid can be withdrawn for a period of 60 days after the date of opening bids.
2. Notice to Bidders: Bidders are notified that they must thoroughly examine the Specifications and Contract Documents, which include the Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement Form, Form(s) of Bond(s), General Conditions, Special Provisions, Divisions, Engineering Plans and any addenda issued prior to the opening of bids.
3. Interpretations: No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and emailed to the Purchasing Agent at [nhaisley@palmettofl.org](mailto:nhaisley@palmettofl.org) no later than **5:00 pm EST on Friday, January 7, 2022**. Every final interpretation made to a bidder will be in the form of an addendum to the Invitation to Bid which, if issued, will be posted as promptly as possible on our web site at [www.palmettofl.org](http://www.palmettofl.org) . All such addenda shall become part of the original Invitation to Bid. Attendance of the pre-bid meeting is encouraged to address the majority of questions.

4. Pre-Bid Meeting: A Pre-Bid Meeting has been scheduled for **10:00 am EST on Tuesday, December 14, 2021** in the Commission Chambers at City Hall located at 516 8<sup>th</sup> Avenue West. No further notification of this meeting will be sent. All contractors intending to respond to this ITB are *highly encouraged* to attend this meeting and inspect the job site *before* attending the meeting. A mandatory group site visit will not be required.
5. Owner:
  - 5.1 This project is owned by the City of Palmetto, Florida, with whom the Contract(s) will be made.
  - 5.2 Bids and all subsequent communications between the Contractor and the Owner, prior to bid opening, shall be delivered to the Purchasing Agent.
6. Lobbying: After the issuance of any ITB, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the ITB with any officer, agent or employee of City other than the Purchasing Agent identified in this ITB. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITB and ends upon execution of the final Agreement or when the ITB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided by local law.
7. Ability to Perform Work: Any bidder may be required, before the award of any contract, to show to the complete satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.
8. Special Notice: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Contractor(s) must employ, so far as possible, such methods and means in carrying out his work as will not cause any interruption or interference with any other construction the Owner has underway.
9. Labor Regulations: Each Contractor and Subcontractor shall comply fully with all applicable Federal, State and local laws and regulations concerning labor, work hours, labor conditions and wage rates.
10. Bid Bond Guarantee:
  - 10.1 All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to the City of Palmetto. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with the City of Palmetto for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashier's check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
  - 10.2 Said bid bond and the monies payable thereon, will, at the option of the City, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
  - 10.3. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
  - 10.4. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

11. Completion of Work: Duration of the contract shall be to commence work under this contract with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the City to proceed and to fully complete all necessary work under the same within not more than **two hundred and seventy (270)** consecutive calendar days.
12. Must have possessed a General Contractor's license issued by the Florida Department of Business and Professional Regulation or be registered as a Florida Department of Transportation (FDOT) Prequalified Contractor in work classified as roadway and construction works for a period of at least three consecutive years since date of bid submittal. License must be current and valid through the Due Date for submission of bids for this ITB. Provide a copy of Bidder's General Contractor's license issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder has been licensed and/or certified for the period of the last three years through the date of submission of the Bid.
13. Liquidated Damages: The City and the Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not completed within the time specified.

The City shall be entitled to assess, as liquidated damages, but not as a penalty, ONE THOUSAND SIX HUNDRED AND NINETY DOLLARS AND NO CENTS (\$1,690.00) for each Calendar day after the Contract Time. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the City's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

14. Conflict with General Conditions: Included in these documents is a section designated as General Conditions, Section 00700, which will take precedence over any conflict in these documents.
15. Visit to Site: Each bidder shall visit the site of the proposed work and fully acquaint themselves with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract(s). Bidder shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and become familiar with any conditions that may exist, shall in no way relieve any bidder from any obligation with respect to his bid or to the Contract(s). The submission of a bid shall be taken as prima facie evidence of compliance with this section.
  - 15.1 Subsoil and Groundwater Conditions: Each Bidder is expected to make his own soil investigations at the site(s) to determine and satisfy themselves of the actual conditions and types of the subsoil quality and groundwater that exists and will be required to work in and prepare his bid accordingly.
16. Insurance Coverage and Bonds: Insurance coverage and bonds required in connection with this project shall be secured through an agency acceptable to the Owner. Bonds shall be countersigned by an agent licensed to do business in the State of Florida and as outline in the insurance and bonds sections of this document.
17. Quantities: Quantities if shown in the Bid and Bid Form are approximate only and are subject to either increase or decrease. The quantities indicated are based on field measurements for the project. Should the quantities of any of the items of the work be increased, the Contractor(s) proposes to do the additional work at the unit bid prices; and should the quantities of any item be decreased, the Contractor(s) understands that payment will be made on actual quantities constructed and accepted, at the unit bid price, and will make no claim for anticipated profits for any decrease in quantities.

18. Basis of Bid: Bids shall be submitted for the Base Bid Items as indicated in the bid and Bid Form. Individual Base Bid Items are described in Section 01100, Measurement and Payment. No bid shall contain limitations regarding the award of the contract in which the limitations are at the option of the bidder.
19. Award of Contract: The Contract will be awarded to the lowest, responsive, responsible bidder on the basis of the lowest Total Base Bid, provided the bid is reasonable and it is to the best interest of the Owner to accept. Bids will be evaluated on price, the Bidder's experience record, proposed equipment, and Bidder's proposed subcontractors. The Owner reserves the right to reject any or all bids and to waive informalities.
20. Payments: Payment for all work or equipment will be made by the Owner in accordance with the terms set out in the Contract(s). Estimates will be made by the Contractor(s) and checked by the Owner.
21. Certifications: Before any payments, either partial or final, may be made to the Contractor(s) for work performed, written certification must be filed with the Owner by the Contractor(s) that the items for which requisition for payment is made have not been paid and that there are no vendors', mechanics' or other liens or rights to lien or conditional sale contracts which should be satisfied or discharged before such payment is made. **All Payment Applications must be approved by the City of Palmetto and the Grants Administrator.**
22. Plans and Specifications Furnished: The Contractor(s) will be furnished three sets of plans and technical specifications by the Owner for use in construction. Additional sets may be obtained by the Contractor(s), on request, at the cost of reproduction and distribution.
23. 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 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54), and revisions thereto.
24. Contract Security and Insurance: Upon execution of a contract for work covered by this project or parts of this project, the Contractor shall furnish surety bond in an amount not less than 100 percent of the contract price each (100% Performance Bond and 100% Payment Bond). The surety bond must remain valid for one year beyond the date of acceptance of the completed construction project.
25. Laws and Regulations: The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers ' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Project Manager in writing. Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement.
26. Americans with Disabilities Act: The City of Palmetto does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of City's functions including one's access to participation, employment, or treatment in its programs or



activities. Anyone requiring reasonable accommodation for an information conference or bid opening should contact the City Clerk's office at least twenty-four (24) hours in advance of either activity.

27. Equal Employment Opportunity: Contractor is required to comply with EO 11246, "Equal Employment Opportunity," as amended by E.O 11246, Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR, Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
28. Minority and/or Disadvantage Business Enterprise: The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at [OSD \(myflorida.com\)](http://OSD(myflorida.com) or by calling (850) 487-0915.
29. Debarment and Suspension: No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. Please verify you registration with the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).
30. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
31. Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to file the required certification for Bids over \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
32. Reserved Rights: The City of Palmetto reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, the city reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of city. Any sole response received by the first submission date may or may not be rejected by city depending on available competition and current needs of city. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the ITB documents or otherwise required by city.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the ITB, including all required documents.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, the city reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the city deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

**SECTION 00320  
BID FORMS**

<b>TOTAL BID PRICE ( \$ ): _____</b>
<b>TOTAL BID PRICE (WORDS): _____</b>

<b>Based on a Phased Completion Time of 270 calendar days</b>
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We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation to Bid, in its entirety.

We understand that the bid package, in its entirety, including but not limited to, all specifications, terms, and conditions and attachments in their entirety shall be made a part of any Agreement or Contract between the City of Palmetto and the successful Contractor. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the City.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

License in the Name of: \_\_\_\_\_

Bidder is a WBE/MBE Vendor Y/N \_\_\_\_\_ Certification \_\_\_\_\_

Person's Name: \_\_\_\_\_

Authorized Signature(s): \_\_\_\_\_

Title of Above Signer(s) \_\_\_\_\_

Contacts Email Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Florida General Contractor License # \_\_\_\_\_

I, \_\_\_\_\_ on [date] \_\_\_\_\_

**attest that I have visited the project site(s) to familiarize myself with the full Scope of Work required to respond to this Invitation to Bid.**

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Bidder:** \_\_\_\_\_

7TH STREET EAST EXPANSION & ROUNDABOUT (INSIDE PROPERTY LINE) BID FORM					
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FDOT NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
101-1-A	MOBILIZATION/DEMOBILIZATION	LS	1	-	-
101-1-B	CONSTRUCTION SURVEYING/AS-BUILTS	LS	1	-	-
102-1	MAINTENANCE OF TRAFFIC	DA	2	-	-
				TOTAL	\$0.00

EARTHWORK - (17B - Flood & Drainage)					
120-1	REGULAR EXCAVATION (POND 2)	CY	620	-	-
120-1	REGULAR EXCAVATION (EX. POND 1)	CY	3997	-	-
	IMPORT FILL	cy	1950	-	-
104-10-3	STAKED SILT FENCE	LF	2820	-	-
104-11	FLOATING TURBIDITY BARRIER	LF	111	-	-
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	-	-
107-2	MOWING	AC	1.79	-	-
110-1-1	CLEARING AND GRUBBING	AC	1.79	-	-
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	1.00	-	-
570-1-2	SOD	SY	2349	-	-
				TOTAL	\$0.00

ROADWAY - (17B- Street Improvements)					
	STABILIZED SUBBASE (12") (LBR 40)	SY	5031	-	-
	CRUSHED CONCRETE (8") (LBR 100)	SY	4076	-	-
	ASPHALT CONCRETE SURFACE COURSE FIRST LIFT (2") (S-I)	TN	448	-	-
	ASPHALT CONCRETE SURFACE COURSE SECOND LIFT (1") (S-III)	TN	224	-	-
327-70-11	MILLING EXIST ASPH PAVT, 2-1/4" AVG DEPTH	SY	263	-	-
522-1	CONCRETE SIDEWALK 4" THICK	SY	1307	-	-
527-2	DETECTABLE WARNING	SF	180	-	-
520-1-10	TYPE F CURB	LF	2097	-	-
520-2-4	TYPE D CURB	LF	100	-	-
520-3	VALLEY GUTTER - CONCRETE	LF	72	-	-
520-2-8	TYPE RA CURB	LF	130	-	-
700-2-11	SIGN, SINGLE POST	EA	18	-	-
710-11-160	PAINTED PAVT MARK, STD, WHITE, MESSAGE	EA	1	-	-
710-11-170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	1	-	-
711-11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (12")	LF	251	-	-
711-11-125	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (24")	LF	24	-	-
711-15-201	SOLID TRAFFIC STRIPE, THERMOPLASTIC (YELLOW) (6")	LF	1858	-	-
711-15-101	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (6")	LF	331	-	-
711-15-131	SKIP TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (12")	LF	30	-	-
	SOLID PARKING STRIPPING (WHITE) (6")	LF	418	-	-
				TOTAL	\$0.00

DRAINAGE - (17B - Flood & Drainage)					
425-1341	CURB INLET	EA	8	-	-
425-2-61	P-4 MANHOLE	EA	3	-	-
430-175-118	18" RCP	LF	598	-	-
430-175-218	14"X23" ERCP	LF	404	-	-
430-175-224	19"X30" ERCP	LF	93	-	-
430-984-125	18" MES	EA	2	-	-
430-984-129	24" MES	EA	1	-	-
	19"x30" MES (Arch 24")	EA	1	-	-
	54" MES	EA	1	-	-
425-10	12x12" YARD DRAIN	EA	1	-	-
425-1541	TYPE D CONTROL STRUCTURE	EA	2	-	-
1050-31212	12" PVC PIPE	LF	18	-	-
	STRUCTURE/PIPE REMOVAL	LS	1	-	-
400-1-11	CONC CLASS I, RETAINING WALL	CY	9	-	-
536-1-1	GUARDRAIL- ROADWAY, GEN TL-3	LF	313	-	-
				TOTAL	\$0.00
<b>INSIDE PROPERTY LINE PHASE TOTAL</b>					<b>\$0.00</b>

**Bidder:** \_\_\_\_\_

<b>7TH STREET EAST EXPANSION &amp; ROUNDABOUT (HABEN BOULEVARD IMPROVEMENTS)</b> <b>BID FORM</b>
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FDOT NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
101-1-A	MOBILIZATION/DEMOBILIZATION	LS	1	-	-
101-1-B	CONSTRUCTION SURVEYING/AS-BUILTS	LS	1	-	-
102-1	MAINTENANCE OF TRAFFIC	DA	2	-	-
				<b>TOTAL</b>	<b>\$0.00</b>

<b>ROADWAY - (17B- Street Improvements)</b>					
	STABILIZED SUBBASE (12") (LBR 40)	SY	279	-	-
	CRUSHED CONCRETE (8") (LBR 100)	SY	226	-	-
	ASPHALT CONCRETE SURFACE COURSE FIRST LIFT (2") (S-I)	TN	173	-	-
	ASPHALT CONCRETE SURFACE COURSE SECOND LIFT (1") (S-III)	TN	86	-	-
327-70-11	MILLING EXIST ASPH PAVT, 2-1/4" AVG DEPTH	SY	2,373	-	-
522-1	CONCRETE SIDEWALK 4" THICK	SY	213	-	-
522-2	CONCRETE SIDEWALK 6" THICK	SY	93	-	-
110-4-10	REMOVE EXISTING SIDEWALK	SY	210	-	-
527-2	DETECTABLE WARNING	SF	120	-	-
520-2-4	TYPE D CURB	LF	220	-	-
520-2-1	TYPE A CURB	LF	861	-	-
520-1-10	TYPE F CURB	LF	520	-	-
520-3	VALLEY GUTTER - CONCRETE	LF	93	-	-
520-2-8	TYPE RA CURB	LF	187	-	-
	REMOVE EXISTING CURB	LF	738	-	-
520-70	TRAFFIC SEPERATOR	SY	309	-	-
	REMOVE MEDIAN	SY	404	-	-
700-2-11	SIGN, SINGLE POST	EA	11	-	-
	REMOVE MASONARY WALL	LF	135	-	-
635-3-40	RELOCATE ELECTRIC VAULT	EA	1	-	-
710-11-160	PAINTED PAVT MARK, STD, WHITE, MESSAGE	EA	3	-	-
710-11-170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	3	-	-
711-11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (12")	LF	51	-	-
711-11-124	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (18")	LF	1,543	-	-
711-11-125	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (24")	LF	18	-	-
711-15-201	SOLID TRAFFIC STRIPE, THERMOPLASTIC (YELLOW) (6")	LF	655	-	-
711-15-101	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (6")	LF	4,027	-	-
711-15-231	SKIP TRAFFIC STRIPE, THERMOPLASTIC (YELLOW) (6")	LF	184	-	-
711-15-131	SKIP TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (12")	LF	271	-	-
711-17-1	REMOVE STRIPPING	LF	3,403	-	-
				<b>TOTAL</b>	<b>\$0.00</b>
<b>HABEN BOULEVARD IMPROVEMENTS PHASE TOTAL</b>					<b>\$0.00</b>

**Bidder:** \_\_\_\_\_

<b>7TH STREET EAST (WEST SECTION)</b> <b>BID FORM</b>
--

FDOT NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
101-1-A	MOBILIZATION/DEMOBILIZATION (SIMULTANEOUS W/ 7TH ST E)	LS	1	-	-
101-1-B	CONSTRUCTION SURVEYING/AS-BUILTS	LS	1	-	-
102-1	MAINTENANCE OF TRAFFIC	DA	1	-	-
				TOTAL	\$0.00

<b>EARTHWORK - (17B - Flood &amp; Drainage)</b>					
104-10-3	STAKED SILT FENCE	LF	906	-	-
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	-	-
110-1-1	CLEARING AND GRUBBING	AC	0.93	-	-
570-1-2	SOD	SY	1216	-	-
				TOTAL	\$0.00

<b>ROADWAY - (17B- Street Improvements)</b>					
	STABILIZED SUBBASE (12") (LBR 40)	SY	2225	-	-
	CRUSHED CONCRETE (8") (LBR 100)	SY	2165	-	-
	CRUSHED CONCRETE (10") (LBR 100)	SY	60	-	-
	3" FDOT 12.5 STRUCTURE COURSE	TN	7	-	-
	1-1/2" FDOT SP 12.5 ASPHALT COMPACTED TO 95%	TN	238	-	-
522-1	CONCRETE SIDEWALK 4" THICK	SY	829	-	-
527-2	DETECTABLE WARNING	SF	180	-	-
520-1-10	TYPE F CURB	LF	1316	-	-
520-2-4	TYPE D CURB	LF	511	-	-
520-3	VALLEY GUTTER - CONCRETE	LF	227	-	-
700-2-11	SIGN, SINGLE POST	EA	4	-	-
710-11-160	PAINTED PAVT MARK, STD, WHITE, MESSAGE	EA	1	-	-
710-11-170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	3	-	-
711-11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (12")	LF	100	-	-
711-11-123	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (18")	LF	259	-	-
711-11-125	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (24")	LF	24	-	-
711-15-201	SOLID TRAFFIC STRIPE, THERMOPLASTIC (YELLOW) (6")	LF	1027	-	-
711-15-101	SOLID TRAFFIC STRIPE, THERMOPLASTIC (WHITE) (6")	LF	1425	-	-
				TOTAL	\$0.00

<b>DRAINAGE - (17B - Flood &amp; Drainage)</b>					
425-1341	CURB INLET	EA	4	-	-
430-175-118	18" RCP	LF	32	-	-
430-984-129	19" x 30" RCP	LF	44	-	-
				TOTAL	\$0.00

<b>WEST SECTION PHASE TOTAL</b>					<b>\$0.00</b>
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**Bidder:** \_\_\_\_\_

7TH STREET EAST EXPANSION & ROUNDABOUT (IRRIGATION)							
BID FORM							
ROADWAY - (17B- Street Improvements)							
	UNIT	EXTENSION		TOTAL QTY	UNIT PRICE	TOTAL	REMARKS
		WESTERN AREA	EASTERN AREA				
RAIN BIRD 1806-NP 15 STRIP SERIES	EA	1		1	-	-	
RAIN BIRD 1806-NP 15 STRIP SERIES	EA	16		16	-	-	
RAIN BIRD 1806-NP 10 SERIES MPR	EA	17		17	-	-	
RAIN BIRD 1806-NP HE-VAN SERIES	EA	4		4	-	-	
RAIN BIRD 1806-NP HE-VAN SERIES	EA	6	82	88	-	-	
HUNTER PROS-04-CV-R 5' STRIP SPRAY	EA		7	7	-	-	
HUNTER AFB	EA		14	14	-	-	
HUNTER PROS-04-CV-R ADJUSTABLE ARC	EA		79	79	-	-	
HUNTER PROS-04-CV-R ADJUSTABLE ARC	EA		3	3	-	-	
HUNTER ICV-G-FS-R 1"	EA	3	1	4	-	-	
HUNTER ICV-G-FS-R 2"	EA		2	2	-	-	
SHUT OFF VALVE	EA	3		3	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26	LF		86	86	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 3/4"	LF	490	1240	1730	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1"	LF	52	230	282	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/4"	LF	8	220	228	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/2"	LF	0	200	200	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 2"	LF	0	160	160	-	-	
IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 2 1/2"	LF	0	56	56	-	-	
IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1"	LF	50	8	58	-	-	
IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2 1/2"	LF	0	586	586	-	-	
PIPE SLEEVE: PVC SCHEDULE 40	LF		80	80	-	-	
HUNTER NODE-BT-100-VALVE	EA	2	1	3	-	-	
HUNTER NODE-BT-200-VALVE	EA	1	1	2	-	-	
MISC					-	-	
<b>IRRIGATION TOTAL</b>						<b>\$0.00</b>	

7TH STREET EAST EXPANSION & ROUNDABOUT (LANDSCAPE)							
BID FORM							
ROADWAY - (17B- Street Improvements)							
TREES							
CODE	BOTANICAL/COMMON	UNIT	TOTAL QTY	UNIT PRICE	TOTAL	REMARKS	
BBSL	BUCIDA BUCERAS 'SHADY LADY' / SHADY LADY BLACK OLIVE	EA.	11	-	-	4' ct., 5' spd.	
SP15	SABAL PALMETTO / CABBAGE PALMETTO	EA.	16	-	-	Remove boots, hurricane cut, 15'-16' ht	
SP 18	SABAL PALMETTO / CABBAGE PALMETTO	EA.	8	-	-	Remove boots, hurricane cut	
SHRUBS							
MF	MYRCIANTHES FRAGRANS / SIMPSON STOPPER	EA.	305	-	-	24" HT, 18" SPD	
IH	RHAPHIOLEPIS INDICA NANA / DWARF INDIAN HAWTHORN	EA.	26	-	-	12" ht., 12" spd.	
GENERAL							
SOD		LS	1	-	-		
MULCH		LS	1	-	-		
GUYING AND STAKING		LS	1	-	-		
SOIL AMENDMENTS		LS	1	-	-		
<b>LANDSCAPE TOTAL</b>						<b>\$0.00</b>	

**SUMMARY OF PHASES**

INSIDE PROPERTY LINE PHASE TOTAL	\$0.00
HABEN BOULEVARD IMPROVEMENTS PHASE TOTAL	\$0.00
WEST SECTION PHASE TOTAL	\$0.00
IRRIGATION TOTAL	\$0.00
LANDSCAPE TOTAL	\$0.00
<b>GRAND TOTAL</b>	<b>\$0.00</b>

CITY OF PALMETTO  
516 8<sup>th</sup> Avenue W.  
P.O. Box 1209  
Palmetto, Florida 34220-1209  
[www.palmettofl.org](http://www.palmettofl.org)

Phone (941) 723-4570  
Fax (941) 723-4576

### CONTRACTOR'S QUESTIONNAIRE

The Proposer warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

Company Name: \_\_\_\_\_

FL GENERAL CONTRACTOR LICENSE # \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Bidding as: \_\_\_\_ an individual; \_\_\_\_ a partnership \_\_\_\_; a corporation \_\_\_\_; a joint venture \_\_\_\_

1. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How many years has your organization been in business as a licensed Contractor under your present name? \_\_\_\_\_

3. Is this firm in bankruptcy? \_\_\_\_ Yes \_\_\_\_ No If yes, give a brief summary of the type of bankruptcy when it was filed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is this firm currently contemplating or in litigation? Provide summary details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



5. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

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6. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

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7. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

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8. Will you subcontract any part of this Work? If so, briefly describe which portion(s) and provide list.

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9. If any, list MBE/DBE (with Agreement amount) to be utilized (A listing may be attached):

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10. What equipment do you own to accomplish this Work? (A listing may be attached)

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11. Provide a list of projects where the specific type of work identified in this ITB was performed.

**Bidders Name:** \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00320

**SCRUTINIZED COMPANY CERTIFICATION**

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID or EIN No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or  
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00330

**AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared,  
\_\_\_\_\_, a principal with full authority to bind  
\_\_\_\_\_ hereinafter the "Lessee"), who being first duly  
sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the City or that will impair or influence the advice, recommendations or quality of work provided to the City; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing City, a political subdivision of the State of Florida, to enter into this Agreement for

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this day of \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[Notary Seal]

Notary Public  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_ is Personally Known

OR Produced Identification in the form of \_\_\_\_\_  
(Type of Identification Produced)

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00340

**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 Palmetto (the "CITY") by:

\_\_\_\_\_ (Print individual's name and title)

For: \_\_\_\_\_ (Print name of entity submitting sworn statement)

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no 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 an 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, 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, non-jury 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:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. 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 (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one (2) 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 thirty-six (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 of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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 (1) 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 OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,

by \_\_\_\_\_, as \_\_\_\_\_

of \_\_\_\_\_, on behalf of \_\_\_\_\_.

who is personally known to me, or  who produced \_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**NOTARY PUBLIC-STATE OF \_\_\_\_\_**

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00350

**DRUG FREE WORK PLACE CERTIFICATION**

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

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

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

\_\_\_\_\_ (Print individuals name and title)

For: \_\_\_\_\_

(Print name of entity submitting sworn statement)

Whose business is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: \_\_\_\_\_).

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
  - I. The dangers of drug abuse in the work place;
  - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
  - III. any available drug counseling, rehabilitation, and employee assistance programs; and
  - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
  - I. Abide by the terms of the statement; and

II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of \_\_\_\_\_.

who is personally known to me, or  who produced \_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**NOTARY PUBLIC-STATE OF FLORIDA**

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00360

FLORIDA TRENCH  
SAFETY ACT  
CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.
2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is solely responsible for the selection of the data on which it relies in designing said safety system, as well as for the system itself.
5. The amount the bidder has set forth in the requirement titled "Florida Trench Safety Act" includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (QTY)	Unit of Measure  (LF, SY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			TOTAL	\$ _____

Total above must be identical to cost shown in the requirement titled "Florida Trench Safety Act". (Use additional blank sheets to further itemize if more room is required.)



6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the City (except as may otherwise be provided), which are necessary to so comply.
  
7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the City or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed name of firm, corporation, business or individual)

\_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00370

Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (e) Has registered with the System for Award Management (SAM) <https://www.sam.gov/SAM/>
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
DUNS Number (Required)

\_\_\_\_\_  
City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00370

Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion (Subcontractors)

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.
- (3)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
DUNS Number (Required)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00380

**INSURANCE AND BOND STATEMENT**

THE UNDERSIGNED has read and understands the insurance and bond requirements of this ITB applicable to any contract resulting from this solicitation and shall provide the insurances and bonds required within ten (10) days from the date of Notice of Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

**SECTION 00390  
E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, appeared \_\_\_\_\_, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the \_\_\_\_\_ of \_\_\_\_\_ (the "Contractor/Vendor").

4. I am authorized by \_\_\_\_\_ to make this Affidavit on behalf of Contractor/Vendor.

5. Contractor/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with the City.

9. Contractor/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Vendor, nor any subcontractor of Contractor/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Vendor, or any subcontractor of Contractor/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with the City, it shall provide immediate notice thereof to the City.

\_\_\_\_\_  
Signature of Affiant  
on behalf of Contractor/Vendor

By: \_\_\_\_\_

As its: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, on behalf of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public of the State of Florida

My Commission Expires:

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00395  
**INDEMNITY AND HOLD HARMLESS**

Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>	
<b>INSURANCE AGENT</b>	
<b>RESPONDENT SIGNATURE</b>	<b>DATE</b>

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ [FULL LEGAL NAME], who is personally known to me / has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00430

**BID BOND**

**KNOW ALL MEN BY THESE PRESENT**, that the undersigned, \_\_\_\_\_ as **PRINCIPAL, AND** \_\_\_\_\_ Surety are held and firmly bound unto the City of Palmetto hereinafter called the City, in the penal sum of (5% of the contract bid) \_\_\_\_\_, (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for \_\_\_\_\_, (\$ \_\_\_\_\_).

**NOW, THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 30 calendar days after the said opening, and shall within the period specified therefore, or if no period be specified, within 10 calendar days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of each corporate party being hereto affixed and these present signed by it undersigned representative, pursuant to authority of its governing body.

Principal (Print Full Name)

Surety (Print Full Name)

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

By: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_  
(Seal)

Countersigned By: \_\_\_\_\_

\* Attorney-in-fact, State of \_\_\_\_\_

\* Power-of-attorney for person signing for surety company must be attached to bond.



**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00500

**SAMPLE  
CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by and between \_\_\_\_\_ herein after called CONTRACTOR,  
and the City of Palmetto, herein called CITY.

WITNESSETH:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the CITY as follows:

1. That the CONTRACTOR shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the following enumerated Plans and Specifications therefore prepared by \_\_\_\_\_, and the Contract Documents relative thereto, including among others the following:

Invitation to Bid, Instruction to Bidders, Form of Proposal, Form of Contract, Form(s) of Bond(s), General Conditions, Special Provisions, Technical Specifications and the drawings, and all addenda, if any, issued prior to the opening of bids, all of which are made a part of this Agreement as completely as if set forth herein. The General Conditions and Special Provisions are attached hereto as composite Attachment The materials and the manner and extent of the work shall be to the satisfaction of the CITY or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

2. That the CONTRACTOR shall commence the work to be performed under this Agreement on a date to be specified in a written order of the CITY and shall fully complete all work hereunder within 152 consecutive calendar days from and after said date.

3. The CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows:

On or before the 15th day of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, equal to the contract value of the estimated work performed less ten percent of the amount of such estimate which is to be retained by the CITY until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY.

4. Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills, taxes, and other costs incurred in connection with said construction work have been paid in full, final payment on account of this Agreement shall be made within 30 days after the final completion by the CONTRACTOR of all work covered by this Agreement and the acceptance of such work by the CITY.

5. It is further agreed that if, at any time after the execution of this Agreement and the execution of the performance and payment bond(s) hereto attached, the CITY shall deem the bond(s) or the surety or sureties thereon to be unsatisfactory, or the coverage of the bonds(s) to be inadequate, the CONTRACTOR shall at its expense, within (5) days after the receipt of notice from the CITY so to do, furnish an additional bond(s) in such form and amount and with such surety or sureties as shall be satisfactory to the CITY. In such event no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional bond shall be furnished in manner and form satisfactory to the CITY.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

\_\_\_\_\_  
(Contractor Name)

(WITNESS:)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

CITY OF PALMETTO,  
a Florida Municipal Corporation (CITY)

(ATTEST:)

BY:  
\_\_\_\_\_  
Shirley Groover Bryant, Mayor

\_\_\_\_\_  
James R. Freeman, City Clerk

SECTION 00610  
**PAYMENT BOND**

**CITY OF PALMETTO PROJECT: #20-780**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Palmetto in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of said sum we bind ourselves and our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022 entered into between the Principal and the City of Palmetto, Florida, for 7<sup>th</sup> Street Extension Project #20-780. A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A *claimant* is as any person supplying the Principal with labor, material and supplies, used directly or indirectly by said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.
- B. The provisions of Section 255.05 of the Florida Statute shall apply.

The above-named Principal and Surety hereby jointly and severally agree with the City of Palmetto that every claimant, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any attorneys' fees, costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

- 1. Unless claimant, other than one having a direct contract with the Principal, shall within:
  - a. forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that the claimant intends to look to this bond for protection; and
  - b. ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
- 2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- 3. Other than in a state court of competent jurisdiction in and for Manatee County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

The Principal and the Surety jointly and severally, shall repay the City of Palmetto any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract, including its attorneys' fees and costs.

The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work, or to the Specifications.

The Surety represents and warrants to the City of Palmetto that it has a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".

Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Palmetto.

IN WITNESS WHEREOF, the above parties executed this instrument under their Several Seals, this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**I. TO BE EXECUTED BY PRINCIPAL**

Signed, sealed and delivered in the presence of:

**When Principal is an Individual:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Individual

**When Principal is a Sole Proprietorship or Operates under a Trade Name**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Proprietor/Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Proprietor/Signer

**When Principal is a Partnership:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Proprietor/Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Proprietor/Signer

**When Principal is a Corporation:**

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Corporation

(Affix Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Official Title

Certificate as to Corporate Principal: I \_\_\_\_\_,

certify that I am the Secretary of the corporation named as Principal in the within bond; that

\_\_\_\_\_, who signed the said bond on behalf of the Principal was then

\_\_\_\_\_ of said corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (SEAL)

**ACKNOWLEDGMENT AS TO PRINCIPAL**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by

\_\_\_\_\_ (name of person) as \_\_\_\_\_

(type of authority, e.g. officer, trustee, attorney in fact) for \_\_\_\_\_

(name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

II. TO BE EXECUTED BY CORPORATE SURETY:

Attest:

\_\_\_\_\_  
Secretary

(Affix Corporate Seal)

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Local Agency

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Business Address

Inquiries: (     ) \_\_\_\_\_

STATE OF FLORIDA                                     )  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_, to me well known, who being first duly sworn, says that he is the attorney-in-fact for the \_\_\_\_\_ Insurance Company, to execute the foregoing bond on behalf of the CONTRACTOR named therein favor of the City of Palmetto, Florida. Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public, State of Florida \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

SECTION 00610  
**PERFORMANCE BOND**

**Bond No.** \_\_\_\_\_

**CITY OF PALMETTO PROJECT: #20-780**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Palmetto in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of said sum we bind ourselves and our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022 entered into between the Principal and the City of Palmetto, Florida, for 7<sup>th</sup> Street Extension Project #20-780. A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and its obligations thereunder, including all of the Contract Documents (that include, without limitation, the Advertisement for or Bids, Instructions to Bidders, Proposal, the Bid, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Supplemental Conditions, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and hold harmless the City of Palmetto against and from all attorneys' fees, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, its agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Palmetto any difference between the sum that the City of Palmetto may be obliged to pay for the completion of said work, by Contract or otherwise, attorneys' fees, and any damages, whether direct, indirect, or consequential, which the City of Palmetto may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Palmetto against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the City of Palmetto may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, if the City of Palmetto is required to initiate legal proceedings to recover on this bond, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, at trial and all appellate levels of court.

AND, Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Palmetto.

I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

**When Principal is an Individual:**

\_\_\_\_\_ Witness

\_\_\_\_\_ Signature of Principal

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name of Individual

**When Principal is a Sole Proprietorship or Operates under a Trade Name**

\_\_\_\_\_ Witness

\_\_\_\_\_ Signature of Proprietor/Signer

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name of Proprietor/Signer

**Principal is a Partnership:**

\_\_\_\_\_ Witness

\_\_\_\_\_ Signature of Proprietor/Signer

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name of Proprietor/Signer



**When Principal is a Corporation:**

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Corporation

(Affix Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Official Title

Certificate as to Corporate Principal: I \_\_\_\_\_, certify that

I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_

\_\_\_\_\_, who signed the said bond on behalf of the Principal was then

\_\_\_\_\_ of said corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

(SEAL)

**ACKNOWLEDGMENT AS TO PRINCIPAL**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_ (name of person) a s \_\_\_\_\_  
(type of authority, e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public

(Stamp)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00700

GENERAL CONDITIONS

The provisions of these bid documents and technical specifications shall be binding upon the bidder selected by the City to perform the work described herein.

1. CONTRACTOR'S ABILITY

It is the intent of the City to award the Contract for this work to a Contractor whose experience, skill, and financial resources enable it to perform the work in a rapid and satisfactory manner, and successfully complete the work within the time limit set. Upon request by the City, any bidder may be required to submit an attested statement of their ability, financial status, and history.

2. BID AWARD

Decision on the acceptance or rejection of the various bids will be made as soon as possible after bids are received and reviewed, but the right is reserved by the City to defer action on awarding a contract for thirty (30) calendar days.

3. PROHIBITED INTERESTS

- (a) No city officer, employee, or agent shall participate, directly or indirectly, in the selection of a contractor, or in the award or administration of a contract if such officer, employee, or agent, or a spouse, child, parent, brother or sister of such officer, employee or agent, or a person that employs any of the above has an interest, financial, or otherwise, in a person or entity submitting a bid or proposal, except where such interest is not substantial and such interest is disclosed to and approved by the city council prior to such participation.
- (b) No city officer, employee, or agent shall solicit or accept a gratuity, favor or anything of monetary value from contractors, bidders, offerors or any person with an interest in a contract except where such is unsolicited, of a nominal value and disclose to the city council and the city council approves acceptance thereof.
- (c) No city officer, employee or agent that participates, directly or indirectly, in the procurement process shall be employed by any person bidding for or contracting with the city for contracts hereunder.

4. CONTRACTOR'S OBLIGATION OF EXAMINATION

The City has endeavored to provide a description of all of the conditions which may affect the performance of the work in these bid documents. By submitting a bid, contractors acknowledge that they have examined all of the bid documents, technical specifications, the project site, and any other relevant information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the bid, or will be accepted as a basis for any claims whatsoever for extra compensation.

5. BASIS UPON WHICH BIDS ARE SOLICITED AND AWARDED

Bids are solicited on the basis of the criteria set forth in these bid documents. The City shall not be liable for any services, sales tax, or any other charge whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency against the bidder. Award of the contract will be to the Contractor who has submitted the lowest, most responsive and responsible bid as determined by the City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with the qualified bidder.

6. LAWS TO BE OBSERVED

The act of submitting a response to this bid shall constitute an agreement by the Contractor that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Contractor shall indemnify and hold harmless the City and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by themselves, their employees, subcontractors, or agents.

7. SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all persons on the work site or who may be affected by the work, all the work and materials and equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the construction.

8. TIME OF COMPLETION

After approval by City Commission, a Purchase Order and/or Agreement for Contractor Services will be executed between the City and Contractor and work shall continue in effect until final completion. The City will expect the Contractor to take the lead and adhere to the time schedule in accomplishing this project.

9. ASSIGNMENT OF CONTRACT

The winning bidder shall not be permitted to assign the contract without the written consent of the City.

10. CHANGE ORDERS

Without invalidating the Construction Agreement, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be only be effected by approved Change Order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the City is authorized to direct any extra or change work orally.

If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional work, a Change Order approved by the DEO and the City of Palmetto will be required.

The value of such extra work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from

such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.

Execution by the Contractor of a properly authorized Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

#### 11. PREPARATION OF BIDS

The Contractor's bid shall be submitted as required by the bid documents (one (1) original, (2) two copies and one (1) electronic submission (CD or USB) in accordance with these instructions. The bids must be complete in every detail. All costs must be stated in figures, the location sums stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Bid Form in its entirety.

A Partnership Contractor must give the names and addresses of all partners and the Bid Form must be signed by at least one person who shall designate themselves as a partner. When a contractor submits a response, any officer having binding authority to do so may sign the bid and describe themselves as doing business under a contractor name and style.

A Corporation must name the state in which its articles are held. The Bid Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and their address must be given. Such officer or agent must present legal evidence that they have lawful authority to sign said bid and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is the successful bidder, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

#### 12. REJECTION OF BIDS

The City reserves the right to reject any bid containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the Contractor to successfully and properly execute the proposed work to completion within the proposed time.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

#### 13. INQUIRIES AND ADDENDA

Each Contractor shall examine the entire bid document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this bid shall be made in writing via mail, email or by fax through the City of Palmetto's Purchasing Agent:

Nixa Haisley  
Purchasing Agent  
P.O. Box 1209  
Palmetto, FL 34220

Fax: 941-723-4576  
Email: [nhaisley@palmettofl.org](mailto:nhaisley@palmettofl.org)

The deadline for all questions is **5:00 pm EST on Friday, January 7, 2022**. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued to this bid, the City will attempt to notify all prospective Contractors who have requested a copy of the bid of such addenda and post a notice on the City web site. However, it shall be the responsibility of each Contractor, prior to submitting a response, to contact the City of Palmetto's purchasing office (941-723-4570) to determine if addenda were issued and to make such addenda a part of the response.

#### 14. INSURANCE REQUIREMENTS

**Notice:** The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the City to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- (a) Bid submittals should include, the Bidder's Insurance Statement Form (included in this document) in accordance with the insurance requirements listed below.
- (b) Within 10 days of contract award and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to [nhaisley@palmettofl.org](mailto:nhaisley@palmettofl.org) . It is imperative that bidder include the unique identifier (ITB Project #20-780 and name), which will be supplied by the City's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.
- (c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the City. Approval by the City of any Certificate(s) of Insurance does not constitute verification by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. City reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- (d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include City of Palmetto as an Additional Insured.

- (e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the City at least thirty (30) days prior to the expiration date.
- (1) Bidder shall also notify City within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: City of Palmetto, 516 8th Avenue West, Palmetto, FL 34221; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
- (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the City may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the City and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- (f) The City reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- (g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and may be subject to the City's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the City at the election of Owner upon termination of the Contract; (3) provide that City will be an additional indemnified party of the subcontract; (4) provide that the City will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the City and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the City; and (7) identify the City as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- (h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the City. If Bidder is a Joint Venture, titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements

of Section C with regard to limits, terms and conditions, including completed operations coverage.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "City" or "City of Palmetto" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City of Palmetto.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City or any such future coverage, or to City's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The City shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the City. Should employees not named be utilized by Bidder, the City, at its option may stop work without penalty to the City until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of the City of Palmetto from both the Bidder and subcontractor(s).
  - (i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 100,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 100,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No XCU exclusions allowed.

Limits

Combined Single Limit Per Occurrence	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 4,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned

coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Bodily Injury (Per Person/Per Accident)	\$ 1,000,000
Property Damage	\$ 1,000,000
Combined Single Limit Per Accident	\$ 2,000,000
Personal Injury Protection (No Fault)	\$ 10,000
Hired-Non Owned Liability	\$ 1,000,000
Medical Payments	\$ 10,000

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No XCU exclusions allowed.

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- (5) (If applicable to project) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Bidder may submit annually to the City, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence	\$ 1,000,000
Claim General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- i. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- ii. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.



iii. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(7) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

F. Insurance of the Contractor Primary

Insurance required of the Contractor shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

15. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent, along with the City Clerk, shall investigate the validity of the complaint and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the remedies, they may then make a written appeal to the City Commission, in accordance with Section 2-63 of the City Code. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

16. INSPECTION/EXAMINATION OF SUBMITTED BIDS

Bids will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within ten (10) days of the opening date, whichever is earlier (reference Florida Statutes, Section 119.071(1)(b)1.a.)

17. EQUAL EMPLOYMENT

Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap.

18. DISCRIMINATORY CONTRACTOR

Any entity, as defined in Florida Statutes, §287.134, who has been placed on the discriminatory contractor list may not submit a bid, bid, or reply on a contract with the CITY and may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with the CITY for a period of not less than thirty-six (36) months following the date of being placed on the discriminatory contractor list.

19. PUBLIC ENTITY CRIME

As required by Florida Statutes Section 287.133a person or affiliate who has been placed on the convicted contractor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity

for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted contractor list. Any person must notify the City within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

## 20. PUBLIC RECORDS

### PUBLIC RECORDS LAW (SECTION 119.0701, FLORIDA STATUTES)

Florida Statute requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) Comply with all Federal purchasing and contract requirements under 2CFR 200, including any contract language.

**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 OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 723-4570, [VCOCHRAN@PALMETTOFL.ORG](mailto:VCOCHRAN@PALMETTOFL.ORG) , ATTN: RECORDS CUSTODIAN, 516 8TH AVE. W., PALMETTO, FL 34221.**

## 21. E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses the U.S. Department of Homeland Security's E-Verify system. The Contractor hereby represents that it is in compliance with the

requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

By submission of a bid in response to this ITB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

## 22. SITE VISIT

Bidder, or its representative(s), has made an inspection of the construction sites for work specified in this ITB after the date of advertisement of this ITB and prior to the Due Date and Time.

**If a mandatory site visit is required for this ITB, no documentation is required. City will verify attendance from the site visit sign-in sheet. If no mandatory site visit is required for this ITB, Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder or its representative(s) has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.**

## 23. CONTENTS OF BID RESPONSE

This section is provided to assist bidders in the preparation of their response. Included in this checklist are **minimum qualification items which are the responsibility of each bidder to submit with their response in order to make their bid fully compliant.** This checklist is only a guide; it is the responsibility of each bidder to read and comply with the Invitation to Bid in its entirety.

\_\_\_\_\_ Package has been addressed to:  
City of Palmetto  
Attn: Nixa Haisley  
516 8<sup>th</sup> Avenue W  
Palmetto, FL 34221

\_\_\_\_\_ Package is sealed and identified with label provided:  
RFP Title “**7<sup>th</sup> Street Extension Project #20-780**”  
RFP Opening Date and Time – **Wednesday, January 26, 2022 - 2:00pm EST**

One (1) Original, two (2) copies and one (1) electronic submission (CD or USB) of:

\_\_\_\_\_ Bid Forms (5-Pages)  
\_\_\_\_\_ Contractor’s Questionnaire  
\_\_\_\_\_ Scrutinized Company Certification  
\_\_\_\_\_ Affidavit of No Conflict  
\_\_\_\_\_ Public Entity Crimes  
\_\_\_\_\_ Drug Free Workplace Certification Form

- \_\_\_\_\_ Florida Trench Safety Act
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ Insurance and Bond Statement
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ Indemnity and Hold Harmless
- \_\_\_\_\_ Bid Bond

**Subcontractors List:** (if applicable)

List of sub-contractors which the Bidder anticipates assigning to this project and the general nature of each of their responsibilities. This list shall include a copy of necessary licenses. The City will retain under its agreement with the successful Bidder the right of approval of all persons performing under the agreement.

**Project List:**

Attach a list of projects where the specific type of work identified in this ITB was performed. Include names, addresses and telephone numbers of contact persons. This list should be of the most recent projects for which the Bidder has performed similar services of like size, scope, and complexity.

**Site Visit Statement**

Submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder or its representative(s) has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.

**General Contractor's License:**

Provide a copy of Bidder's General Contractor's license issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder has been licensed and/or certified for the period of the last three years through the date of submission of the Bid.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SPECIAL PROVISIONS, SUPPLEMENTAL CONDITIONS OR ENGINEERING PLANS WHICH VARY FROM THE GENERAL CONDITIONS, SHALL HAVE PRECEDENCE.**

END OF SECTION

Cut along the outer border and affix this label to your sealed package to identify it as a sealed response to our solicitation.

## Invitation to Bid - DO NOT OPEN

**ITB TITLE:** 7<sup>th</sup> Street Extension Project #20-780

Project #20-780

**DUE DATE/TIME:** January 26, 2022

Prior to 2:00 p.m. EST

**SUBMITTED BY:**

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Contact Email)

**DELIVER TO:**

**City of Palmetto  
Attn: Purchasing Department  
516 8<sup>th</sup> Avenue W  
Palmetto, FL 34221**



**PLEASE NOTE:** Whenever necessary, addenda may be issued to this solicitation. Any such addenda will be posted on the Purchasing Department page of our web site at [www.palmettofl.org](http://www.palmettofl.org). Before submitting your bid, you should check our web site to download any addenda that may have been issued. Please remember to acknowledge the addenda at the bottom of Page 1 of your Bid Form.

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 00800

SPECIAL PROVISIONS

1. Scope of Contract: The work consists of furnishing all labor, materials, equipment and incidentals and performing all work necessary for the construction of "7TH STREET EXTENSION, COP PROJECT #20-780", for the City of Palmetto, Florida. The work complete and ready for use shall include, but is not limited to, the following:

The project work includes, but is not limited to, the installation of a water main and hydrants the entire distance of the roadway construction and is to be connected to a 12 inch water main on the South side of Haben Boulevard. Construct curbs, storm pipes and structures as per dictated on the plans, along with the required subbase and base and paving. The project includes the construction of a single lane Round-About and pedestrian pathways, including Handicap Ramps along the entire roadway.

The project area is located in the City of Palmetto and is bounded US 41/301 on the West end and Haben Boulevard on the South end, in the vicinity of the Bradenton Area Convention Center.

This project is designed to provide additional access to the proposed hotel being constructed adjacent to the roadway and provide pedestrian travel-ways from Riviera Dunes to the business district of the City of Palmetto.

2. Intent of Documents: The Contract Documents shall have the following order of authoritative precedence:

- (a) Agreement and Bonds.
- (b) General Conditions.
- (c) Special Provisions.
- (d) Invitation to Bid and Instructions to Bidders.
- (e) Technical Specifications.
- (f) Full size and large scale drawings.
- (g) Figured dimensions (drawings shall not be scaled).
- (h) General drawings.

3. Insurance and Bonds: Insurance and bonds as specified in the bid document shall conform to and shall be issued by companies meeting the following requirements:

(a) The company must be registered and permitted to do business in the State of Florida. It shall have been in business and have a record of successful continuous operation for at least five years.

(b) The company shall have at least the following minimum ratings:

<u>Contract Amount</u>	<u>Best's Rating</u>	<u>Best's Financial Rating *</u>
0 to 500,000	B+	Class VI
500,000 to 750,000	A	Class VII
750,000 to 1,000,000	A	Class VIII
1,000,000 to 2,000,000	A	Class IX
2,000,000 to 3,000,000	A	Class X
3,000,000 to 5,000,000	A	Class XI
5,000,000 or more	A+	Class XII

\* Best's Policyholder's Rating of "A" shall include "A" and "A-" (which signify Excellent), "A+" (which signifies Superior), and "B+" (which signifies Very Good), based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment, or an equivalent rating from the Insurance Commission if not rated by Best's.

(c) Insurance and bonds shall be secured through an agent licensed to do business in the State of Florida.

4. Tests: All tests and analyses of materials and finished articles as required by these specifications shall be made and paid for as specified in the division entitled "General Conditions", except those specified under the Technical Specifications to be paid for otherwise and as indicated in the "Measurement and Payment" section of these specifications.
5. Water: Water for testing, sterilization and other purposes connected with the work shall be made available by the City at no cost to the Contractor. Contractor shall, however, be responsible for all material and labor required to supply water to the site from the nearest adequate City water source.
6. Electricity: Electricity, as may be required for construction and other purposes connected with this project, shall be secured and purchased by the Contractor.
7. Building Permits and Licenses: As required by the City of Palmetto, Manatee County, Florida; and the State of Florida, shall be secured and, if required, purchased by the Contractor. Contractor shall be required to be registered to do business in the State of Florida. It will be the Contractor's responsibility to obtain these permits and licenses. The Owner will obtain the Florida Department of Environmental Protection Construction Permit for this project and will furnish a copy to the Contractor. The Contractor is responsible for reading, understanding and complying with the conditions of these permits as applicable to performing this work.
8. Lines and Grades: The Contractor shall furnish and set all necessary stakes to establish the line and grade as shown on the drawings, and lay out each portion of the work of his contract. The Contractor shall be responsible for the layout of all such lines and grades, which will be checked and verified by the Owner. The Owner will provide bench mark elevations and reference points for control of the work.
9. Salvage: All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Contractor. The Contractor shall remove all salvaged materials, other than materials to be reused on this project, from the construction site as work progresses. Bricks removed from the roadways are to be salvaged, free of debris and dirt, and delivered to a designated site within the City.

10. Materials: Materials shall be new and in acceptable condition. Under no circumstances are salvaged materials to be reused in this project unless indicated on the drawings and/or specified herein or directed by the Engineer.
11. Disruption of Utilities: The Contractor is hereby notified that his work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised, in writing, not less than 48 hours in advance of such interruption. Work requiring disruption shall be approved by the Owner prior to beginning work and scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the owner's representative. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause.
12. Driveway and/or Access to Property: The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches or open excavation shall be provided as required for entrance or egress and subject to approval of the Engineer.
13. Clean-up: The Contractor shall be responsible for a general clean-up of the site of all construction operations. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing before the start of construction. This operation must begin immediately after backfilling of trenches and must be completed within a reasonable period of time. Failure to comply fully with this requirement will result in withholding approval by the Engineer of periodic estimates for partial payment.
14. Restore Disturbed Areas: The Contractor shall restore disturbed areas to existing condition prior to construction or better condition than prior to beginning the project.
15. Photographs:
  - 15.1 Each photograph shall be labeled on the reverse side to indicate the location being photographed, the subject being photographed, the direction in which the picture is taken, the project number and the date. The photographs shall be in color and may be taken with any type camera, provided the finished photograph is clear and all features are readily apparent. The picture area of the finished print shall be 8 inches by 10 inches in size. The Contractor shall submit two (2) prints of each photograph to the Engineer.
  - 15.2 Preconstruction Photographs shall be taken of each excavation site and along the entire project route, showing existing conditions prior to any construction.
  - 15.3 Progress Photographs shall be taken at periodic intervals, not to exceed 7 days, showing the extent and progress of the work performed as of that date. Photographs shall be taken at each location of work on the day ending period for which partial payment is requested during the development of stages and condition of work and as directed by the Owner or his representative. Typical work shall be photographed at different stages of construction at the direction of the Owner or his representative. Progress photographs shall accompany each partial payment request.
  - 15.4 Final Photographs shall be taken in the same manner and location as specified in Paragraph 15.1. Submittal of final photographs shall accompany the final payment request.



16. Manufacturer's Certificate of Compliance: Certain items to be furnished under this contract are specified in the Technical Specifications to require conformance to a standard specification. Use of these items requires submission to the Engineer of the manufacturer's certificate verifying compliance with the indicated specification. This shall be submitted in addition to the required shop drawings as specified in the division entitled "General Conditions".

17. Shop Drawings: It shall be the Contractor's responsibility to submit shop drawings to the Engineer for approval as set forth in the provisions of Paragraph 28, Division "0", Section 00700 "General Conditions", and/or as required by the Technical Specifications. Submittals by facsimile will not be acceptable. Submittal of brochures, catalog pages or other material listing more than one size, color, model, capacity, etc., shall be marked to indicate the exact item offered for review. The Contractor shall submit six (6) copies of all shop drawings to the Engineer for review, plus the number of copies the Contractor wants returned for his, and his supplier's, use.

17.1 The Contractor will be supplied with an instruction sheet entitled "Shop Drawings" and a small supply of shop drawing submittal letters which shall be used for the submission of all shop drawings. Before the supply of these forms is exhausted, the Contractor shall be responsible for reproducing the submittal letter in adequate quantities for his use.

17.2 The following shop drawings shall be submitted for this project:

- a. Construction schedule.
- b. The Contractor shall submit shop drawings for, but not limited to, the following:

<u>Item</u>	<u>Specification Section</u>
Detailed Schedule of Work	Section 00800, Paragraph 20
Dewatering Plan	Section 02140
Paving	Section 02510
Pipework, Storm Sewer	Section 02710
Filter Fabric For Storm Pipe Joints	Section 02710
Pipework, Water/Reuse Distribution	Section 02760
Seeding and Sodding	Section 02900
Concrete Construction	Section 03300
Precast Concrete Structures and Construction	Section 03400
Signs, Pavement Markings	Section 02510

18. Contractor Services: The Contractor shall provide qualified personnel to assist the Owner in making field checks, measurements, as-built checks, observations of systems, test runs and the necessary quality check work related to the project work.

19. Contractor's Responsibility for Work: The Contractor is responsible and in charge of maintaining, protecting and caring for all existing facilities and new facilities constructed against injury or damage to the work by action of the elements and/or other contractors, until acceptance by the Owner. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

20. Procedure for Performing Work: The work must be coordinated to facilitate construction of the new work with minimum interruption to normal operating conditions of the existing facilities. The

Contractor shall obtain the approval of the Director of Public Works prior to taking any facility out of service or making any changes which may in any way require its shutdown. The Contractor shall request approval in writing four days in advance.

20.1 The Contractor shall discuss his intended procedure for the entire project with the Engineer and designated representative of the Owner to become thoroughly acquainted with operating practices, peak demands, available facilities and work schedule required before beginning work.

20.2 After the above discussion, the Contractor shall prepare a detailed schedule of procedure for the entire project and submit it to the Engineer in the form of a shop drawing for approval. Any deviation from this approved schedule shall require the Engineer's approval upon resubmittal.

20.3 Provisions for temporary pumping and/or piping necessary to maintain facility operation during the construction period shall be approved by the Owner and be provided at the Contractor's expense.

21. Final Startup Testing: Before accepting work, all component units, equipment and facilities in the project shall be tested by the Contractor at his expense, in accordance with the requirements of the drawings and technical specifications.
22. As-Built Drawings: A complete set of as-built records shall be maintained by the Contractor. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the contract drawings as well as any additional work, existing features or utilities revealed by construction work which are not shown on the contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of contract drawings, or any other suitable form which is approved prior to the beginning of the work. The marked set shall be available at all times during construction for reference by the Engineer and Owner, and shall be delivered to the Engineer along with electronic CAD drawings upon completion of the work.
- 22.1 CAD Requirements for As-Built Drawings: The Contractor shall provide the Engineer a complete set of As-Built drawings in AutoCAD format upon completion of the work. No additional compensation will be allowed for the Contractor to provide the As-Built drawings. The Contractor shall utilize the AutoCAD drawings furnished by the Engineer for this purpose. As-Built drawings must be submitted in the AutoCAD format of the contract drawings. No other CAD software or format will be accepted. It is the Contractor's sole responsibility to ensure the As-Built drawings conform to the following CAD requirements:
- 22.1.1 Drawings shall be submitted to the Engineer on a CD-ROM. Each CD shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompression software.
- 22.1.2 All changes to drawings must be done in accordance with the appropriate scale of the drawing revised and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.
- 22.1.3 Each drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the drawing. The description of the revision must say "Record Drawing." This procedure must be followed for every drawing even when no changes are made to the drawing.

22.1.4 All revisions to drawings must be put on separate layers with the layer names prefixed “As-Built” followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be strictly adhered to when creating new layers. For example: if an existing layer to be modified with as-built revisions is called PROPWATER then the new layer containing only the revisions will be called ASBUILT-PROPWATER.

23. Siltation and Erosion: The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project. Requirements of the Southwest Florida Water Management District and Florida Department of Environmental Protection will be strictly adhered to. The Contractor shall take every precaution to prevent debris from entering area surface waters. Any and all debris, floating or otherwise, shall be immediately removed from the area surface water and not permitted to escape from the area.
24. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with instructions. MSDS sheets for any chemical used shall be forwarded to the Department of Public Works prior to its use
25. Proof of Payment for Materials Stored: With each Partial Payment Estimate submitted, the Contractor shall provide proof of payment for which the Contractor has been paid in the previous month's estimate. Proof of payment will be acceptable in the form of receipted invoices, cancelled checks or signed statements from the suppliers. Signed affidavits by the Contractor will not be acceptable as proof of payment. Failure on the part of the Contractor to provide acceptable evidence of proof of payment will be cause for withholding further payment for materials stored.
26. Operation and Maintenance Manual: The Contractor will be required to furnish six complete, bound copies of an operation and maintenance manual covering each piece of equipment Contractor will provide under this contract. This manual shall include, but shall not necessarily be limited to, the following: Parts list, schedule, numbers, diagrams of parts or components, complete maintenance and lubrication schedule, name, address and telephone number of parts and pertinent service representatives in the State of Florida, complete table of contents; each manual shall be bound in a hardback cover with the title of the subject project printed on the cover and the first sheet inside the manual. The system operation and maintenance manual shall be submitted to the Engineer, in the form of a shop drawing, for review prior to the final pay estimate. The reviewed manuals shall be forwarded to the Owner for his files at the completion of the project.
27. Coordination of Various Manufacturers, Suppliers and Construction Trades: It shall be the responsibility of the Contractor to insure that there exists coordination between the various equipment and fabrication manufacturers, subcontractors and all trades in all areas of this project, whether being specified or not. Through this coordination effort, proper design, fit and construction of the various pieces of equipment, as well as proper shop drawing submittal, shall be achieved.
28. Warranties: The Contractor shall provide a one-year warranty on all equipment, installation and construction performed or as specified. This warranty shall cover against defective workmanship, design and materials, improper assembly, installation or construction. The warranty period shall commence once the entire project is finally accepted by the City. The warranty requirement applies to all work and equipment being furnished and installed whether or not specified in the technical specifications.

29. Subletting or Assigning Contracts: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, of his right, title or interest therein, without written consent of the Owner. With the Engineer's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform with his own organization work amounting to not less than 60 percent of the total contract amount less the total amount for those contract items designated as "Specialty Work". The total contract amount shall include the cost of materials, manufactured component products and their transportation to the project site. Off-site commercial production of materials and manufactured component products purchased by the Contractor and their transportation to the project shall not be considered subcontracted work. If a part of a contract item is sublet, only its proportional cost shall be used in determining the percentage of subcontracted normal work.
30. Specialty Work: For normal contracts, Specialty Work is defined as work of a type not normally performed by general contractors within their own organizations. The following work is specially designated as Specialty Work for normal construction:

NOT APPLICABLE

31. Construction Schedules: Prepare schedules, in the form of a horizontal bar chart (CPM may be allowed upon request). Provide separate horizontal bar column for each trade or operation in chronological order of beginning of each item of work. Identify each column by major specification section number and distinct graphic delineation. The horizontal time scale shall identify the first work day of each week. Allow space for updating. Minimum sheet size shall be 8-1/2-inch by 14-inch.

31.1 Content of Schedules: Provide complete sequence of construction by activity, including shop drawings, product data and samples. Show submittal dates. Show product procurement and delivery dates, dates for beginning and completion of each element of construction and process unit. Identify work of separate phases or other logically grouped activities. Show projected percentage of completion for each item of work as of first day of each month. Provide separate subschedule, showing submittals, review times, procurement schedules and delivery dates. Provide subschedules to define critical portions of entire schedule.

31.2 Updating: Show all changes occurring since previous submission on an updated schedule. Indicate progress of each activity. Completion dates, major changes in scope, activities modified since previous updating, revised projections due to changes and other identifiable changes shall be shown.

31.3 Submittals: Submit schedules on a monthly basis with pay estimate request. The Engineer will review schedules and return review copy within 10 days after receipt. If required, resubmit within 7 days after return of review copy.

32. Litigation Jurisdiction: The parties covenant and agree that in the event any litigation shall arise out of the terms and conditions of the agreement or performance thereunder; such litigation shall be filed in the Circuit Court of the Judicial Circuit having jurisdiction in and for Manatee County, Florida, and the Contract shall be governed by the laws of the State of Florida.
33. Claims for Extra Cost: All claims for extra cost should follow Paragraph 10 of the General Conditions, Section 00700, in order to be approved for payment. Claims not properly authorized in advance, will not be approved for payment.

END OF SECTION

**7TH STREET EXTENSION  
COP PROJECT #20-780**

SECTION 01010

SUMMARY OF WORK

PART 1-THE WORK AND ITS PERFORMANCE

1.01 SECTION INCLUDES

- A. Work covered by contract, and states contractual arrangement, Contractor's use of the premises and Owner's occupancy requirements.

1.02 RELATED SECTIONS

- A. **Section 00700**, General Conditions

1.03 CHARACTER OF THE WORK

- A. Unless otherwise expressly provided in the Contract Documents and specifications, the work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.04 MEANS AND METHODS OF CONSTRUCTION

- A. Unless otherwise expressly provided in the Contract Documents and specifications, the means and methods of construction shall be such as the Contractor may choose subject, however, to the Owner's right to reject means and methods proposed by the Contractor which:
  - 1. Will constitute or create a hazard to the work or to persons or damage to property or existing utilities.
  - 2. Will not produce finished work in accordance with the terms of the Contract.

The Owner's approval of the Contractor's means and methods of construction, or his failure to exercise his right to reject such means or methods, shall not relieve the Contractor of his obligation to accomplish the result intended in the Contract nor shall the exercise of such right to reject create a cause of action for damages.

1.05 DESCRIPTION OF THE PROJECT

- A. The project title is "7<sup>th</sup> Street Extension, COP Project No. 20-780, Palmetto, Florida."
- B. The project work includes but is not limited to the installation of a water main and hydrants the entire distance of the roadway construction and is to be connected to a 12 inch water main on the South side of Haben Blvd. Construct curbs, storm pipes and structures as per dictated on the plans along with the required subbase and base and

paving. The project includes the construction of a single lane Round-About and a pedestrian pathways including Handicap Ramps along the entire roadway.

- C. The specification divisions and drawings are an integrated part of the Contract Documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawing sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

## PART 2-SUBSURFACE STRUCTURES AND UTILITIES

2.01 Any information as to the location of existing structures both at and below ground surface and utilities shown on the contract drawings has been secured from various sources and is not guaranteed as to accuracy or completeness. The Contractor shall make such supplemental investigations as he deems necessary and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the contract drawings. The Contractor is required to support and protect all pipes, conduits, telephone lines, and other structures which may be met during construction of the work and to make good all damage to such pipes, conduits, telephone lines, and other structures, as provided in the specifications.

## PART 3-PROTECTION OF EXISTING SUBSURFACE STRUCTURES AND UTILITIES

3.01 The Contractor shall be required, at his own expense, to protect, support, and sustain all sewer, water, or gas pipes; service pipes; electric lights; power; telephone poles; conduits, wires, or cables; and other fixtures laid across or along the site of the work. The Owner as well as the company or corporation owning said facilities must be notified by the Contractor before any such facilities are removed or damaged. In case any of the said facilities are damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be paid by the Contractor or deducted from the monies which are due or to become due to said Contractor under this Contract.

3.02 Should it become necessary to change the position or temporarily remove any such facilities in order to permit the Contractor to use a particular method of construction, the Contractor shall notify the Owner of the location and circumstances and shall cease work, if necessary, until satisfactory arrangements have been made by the Owners of the said facilities to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of the changes or temporary removal must be included in the prices bid in the Proposal for the various classifications of work.

3.03 If so ordered in writing by the Owner, the Contractor shall make permanent changes in the location of water mains and sewers if they are obstructing the new structures to be built.

## PART 4-SAFETY

4.01 The attention of the Contractor is specifically directed to the exacting requirements in connection with the protection of all excavations and for the safety of all persons. Due to the character of the work, excavations for structure will, in places, be wide and deep; and the Contractor shall be expected to keep all excavations protected at all times. All trenches, unless otherwise permitted, shall be backfilled at the end of each work day. When permitted to leave a trench open overnight, the Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for

accommodating travel when work is not in progress. Contractor shall use suitable and adequate barricades and shall provide lights at night; warning signs shall be located where required.

#### 4.02 TRENCH SAFETY ACT

- A. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Act) (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to separately list the costs for complying with the Florida Trench Safety Act. FAILURE TO COMPLY WITH THE REQUEST IN THIS SECTION SHALL RESULT IN THE BID BEING DECLARED NONRESPONSIVE.

4.03 The Contractor shall acknowledge that included in his bid proposal and total bid price are all costs for compliance with current regulatory safety requirements. Failure to list the costs of said compliance in the appropriate section of the bid shall result in the bid being declared nonresponsive.

#### PART 5-USE OF PREMISES AND REMOVAL OF DEBRIS

5.01 The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property.
- B. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- D. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.
- E. Before final payment to remove all surplus materials; false-work; temporary structures, including foundations thereof; plant of any description; and debris of every nature resulting from his operations and to put the site in a neat, orderly condition.
- F. To effect all cutting, fitting, or patching of his work required to make the same to conform to the Contract Documents and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

PART 6-WORKING HOURS

6.01 Work under this Contract shall not be prosecuted on Sundays or on state and national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that emergency. On weekdays, the workday shall consist of ten (10) hours maximum, beginning not before 6:00 a.m. and ending not after 8:00 p.m. The work week shall consist of six (6) days, Monday through Saturday, exclusive of state and national holidays.

6.02 Should the Contractor deem it necessary to work on Sundays, holidays, or longer than ten (10) hours per day in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner to do so. If, in the opinion of the Owner, the need is bona fide and that disruption to nearby residences and plant operations can be held to an acceptable level, he will authorize the Contractor to work such hours as may be necessary.

6.03 If the Contractor receives authorization from the Owner to work outside the scope of normal working hours, as described above, costs incurred by the Owner arising from such lengthening of hours, including the furnishing of Engineer and Engineer's Consultant services, shall be the Contractor's responsibility and the cost based on the rates shown below shall be deducted by the Owner from monies owed the Contractor.

A.	Project Representative	\$80/hour
B.	Construction Administrator	\$70/hour
C.	Engineering Consultation	\$115/hour
D.	Administrative Assistant	\$44/hour

PART 7-CONSTRUCTION PLANS

7.01 The Contractor shall receive three (3) sets of plans and specifications at no charge at the execution of the Agreement. All subsequent sets shall be furnished at the reproduction costs indicated in the Advertisement for Bid.

PART 8-CONSTRUCTION SEQUENCE

8.01 Responsibility for scheduling means, and methods to achieve project completion within the specified Contract time remain that of the CONTRACTOR.

END OF SECTION



**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01050

FIELD ENGINEERING

PART 1-SURVEYS, PERMITS, AND REGULATIONS

1.01 SECTION INCLUDES

- A. Survey work, staking and other field engineering responsibilities of the Contractor.

1.02 The Engineer shall establish base lines for locating the principal component parts of the work together with one bench mark adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for working points, lines, elevations, and cut sheets.

1.03 The Contractor shall carefully preserve bench marks, reference points, and stakes; and, in care of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

1.04 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all federal, state, and county laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner in writing.

PART 2-ELEVATIONS

The elevations shown on the drawings and in the specifications were established from United States Geological Survey (U.S.G.S.) and United States Coast and Geodetic Survey (U.S.C. & G.S.) bench marks. All of the work shall be built to the lines and grades shown in the documents.

PART 3-CONSTRUCTION LAYOUT

3.01 CONSTRUCTION CONTROL

- A. The Contractor shall employ, at his own expense, a registered land surveyor who shall direct field survey work including staking out the various structures and other parts of the work, establishing levels, and erecting the permanent batter boards. From time to time, the above-mentioned land surveyor shall verify by instrument all reference marks, and the Contractor shall be responsible for the accuracy of all lines and levels of the work as built in accordance therewith.

3.02 VERIFICATION OF CONTROL BY OWNER

- A. The Owner may check the lines, elevations, reference marks, batter boards, etc., set by the Contractor; and the Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of the Contractor's work and shall not relieve the Contractor of the responsibility for accurate construction of the entire work. The

Contractor shall furnish the services of a person to help the Owner in checking lines and grades.

- B. The Contractor shall keep a level and transit with rod on or near the site at all times.

#### PART 4-QUALITY CONTROL

##### 4.01 LAND SURVEYOR

The land surveyor shall be registered in the state of Florida.

#### PART 5-SUBMITTALS

5.01 Submit name, address, and telephone number of surveyor to Engineer before starting work.

5.02 On request, submit documentation verifying accuracy of survey work.

5.03 Submit certificate signed by the surveyor certifying that elevations and locations of improvements are in conformance, or nonconformance, with the Contract Documents.

#### PART 6-PROJECT RECORD DOCUMENTS

6.01 Maintain complete, accurate logs of control and survey work as it progresses.

6.02 Submit record documents under provisions of Section 01720.

#### PART 7-INSPECTION

7.01 Verify locations of survey control points prior to starting work. Promptly notify the Engineer of any discrepancies.

#### PART 8-SURVEY REQUIREMENTS

8.01 Project control points are to be located prior to starting site work and shall be preserved during construction.

8.02 If markers must be removed or disturbed due to construction work, the Contractor shall have them referenced and reset by a qualified land surveyor at no cost to the Owner.

8.03 Establish lines, levels, locate, and layout by instrumentation and similar appropriate means.

- A. Stakes for grading, fill, and topsoil placement; swales and utility locations, slopes, and invert elevations.

- B. Temporary and permanent bench marks.

8.04 Periodically verify layout by same means.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01060

REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Building codes, mechanical codes, electrical codes and other regulations applicable to the project.

1.02 ABBREVIATIONS

- A. Abbreviations, as used in these specifications, refer to codes and standards which are defined below in Part 2.0 below.

PART 2-ORDINANCES, REGULATIONS, STANDARDS, AND CODES

2.01 The work shall conform with all local and state ordinances or regulations governing the installation of such equipment. If work as laid out, indicated, or specified is contrary to or conflicts with local ordinances or regulations, the Contractor shall report the same to the Engineer before submitting his bid. The Engineer will then issue instruction as to procedure.

2.02 If the Contractor fails to notify the Engineer of conflicts or omissions as noted above, all changes required to comply with the ordinances and regulations shall be made without additional expense to the Owner.

2.03 Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a representative list of such associations, institutes, and societies. The work, materials, and equipment shall comply with the latest editions of such codes and regulations, unless otherwise specifically noted.

- American Association of State Highway and Transportation Officials (AASHTO) Formerly (AASHO)
- American Concrete Institute (ACI)
- American Institute of Steel Construction (AISC)
- American Iron and Steel Institute (AISI)
- American National Standards Institute (ANSI)
- American Standards Association (ASA)
- American Society of Mechanical Engineers (ASME)
- American Society of Testing and Material (ASTM)

- American Water Works Association (AWWA)

American Welding Society (AWS)  
Anti-Friction Bearing Manufacturer's Association (AFBMA)  
Building Officials and Code Administrators International, Inc. (BOCA)  
Construction Specifications Institute (CSI)  
Federal Specification (FS)  
National Bureau of Standards (NBS)  
National Electrical Manufacturer's Association (NEMA)  
National Fire Protection Association (NFPA)  
Portland Cement Association (PCA)  
Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor  
(OSHA)  
Steel Structures Painting Council (SSPC)  
Southern Standard Building Code (SSBC)  
Underwriters' Laboratories, Inc. (UL)  
United States of America Standards Institute (USASI)  
Regulations of Florida Industrial Commission Regarding Safety  
All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01100

MEASUREMENT AND PAYMENT

PART 1-GENERAL

1.01 SCOPE OF SECTION

To define the basis of payment for work bid on a lump sum/unit price basis as itemized in Section 00300 Signature and Bid Form. Separate payment shall be made only for specific items listed in this section.

1.02 GENERAL

Actual quantities of each item will be determined upon completion of the job in the manner set up for each item listed in this section. Contract lump sum and unit price will be full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the installation as shown on the drawings and/or specified. Payment for items listed in Section 00300 will constitute full compensation for all work shown and specified to be performed under this project. This section is not intended to deny the rights of the Contractor under the item "Change Orders", Section 00700, General Conditions. The use of FDOT Item numbers is for reference only. See Specifications and Plans for information of the individual pay items pertinent to this project. Items as listed on the actual Bid Form supersede any items listed in this section that are not on the form. Also refer to FDOT Standard Specifications for Road Constructions for additional information as needed.

PART 2-MEASUREMENT AND PAYMENT

- 2.1 Bid Item No. 101-1-A Mobilization / Demobilization: Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.
  
- 2.1A Bid Item No. 101-1-B Construction Surveying / As-Built: Work under this item will be paid at the price set forth in the Proposal. The Contractor shall provide field engineering survey, which includes, but is not limited to: establishing elevations, lines, and levels utilizing recognized engineering and surveying practices. The work shall include furnishing, placing and maintaining construction stakes necessary for the successful completion of the work in accordance with FDOT Specifications, Section 5-7. The Contractor shall maintain a complete and accurate log of control and survey work as it progresses. An As-Built Survey Drawing, based on field survey as-built data shall be prepared and signed and sealed by a Florida Professional Surveyor and Mapper, licensed in the state of Florida. The As-Built Survey Drawing and a copy of the field notes signed

and sealed by a Professional Land Surveyor shall be submitted with the As-Built Drawings.

- 2.2B Bid Item No. 101-2 Basis of Payment: Payment will be made at the contract lump sum price bid for the item. Seventy-five percent (75%) of this item will be payable for mobilization and twenty-five percent (25%) for demobilization and final clean up.
- 2.3 Bid Item No. 102-1 Maintenance of Traffic: Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.  
Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.
- 2.4 Bid Item No. 104-10-3 Staked Silt Fence: To be used in accordance with the Erosion and Sediment Control Manual to protect against downstream accumulation of sediment. Measurement will be the actual length and type of silt fence installed and approved, and maintained during the work. Payment will be made at the contract unit price per linear foot and will be full compensation for all labor, materials, tools and equipment required to complete construction as shown on the drawings and as specified herein.
- 2.4A Bid Item No. 104-11 Floating Turbidity Barrier: To be used in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual). Common uses include areas where dredging, filling or other construction activities may cause turbidity in water. Permit requirements may be applicable.  
  
Per the specifications, each location is paid per length, regardless of whether the barrier is new, used, or relocated from a previous location. The designer should estimate the quantity based on the tabulated length at each location.  
  
This item is normally included in the Roadway category, along with other erosion control items. For structures projects with limited/no roadway work, the item may be included in the structures category, and shown on the Summary of Bridge Items.
- 2.4B Bid Item No. 104-15 Soil Tracking Prevention Device: Should be constructed at points of egress from unstabilized areas of the project to minimize offsite tracking of sediment. to minimize tracking from the roadway portion of the project. Show location(s) in the plans.
- 2.5 Bid Item No. 107-2 Mowing: Estimate the area for each phase, based on the Temporary Traffic Control plans. It is not necessary to adjust for inlets, drains, slopes, small variations in tree lines, etc. Use the total area of existing and proposed turf or vegetation to be mowed within the project limits. It is not necessary to adjust for inlets, drains, slopes, small variations in tree lines, etc.

Estimate one litter removal and mowing cycle per 30 days. Do not adjust the estimated number of cycles for growing season, special events, or project location; these will be adjusted by the engineer during construction, as needed.

Use a summary table in the plans to show the duration, estimated area, mowing frequency, and estimated number of cycles for each phase and the estimated total area. Use a minimum of 1 cycle per phase; after dividing the phase duration by the frequency, round to the nearest cycle.

- 2.6 Bid Item No. 110-1-1 Clearing and Grubbing: Clear and grub within the areas shown in the Plans. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction.

Perform miscellaneous work necessary for the complete preparation of the overall project site as specified in 110-10.

- 2.7 Bid Item No. 120-1 Regular Excavation: Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Use suitable excavated material or authorized borrow to prepare subgrades and foundations. Construct embankments in accordance with Standard Plans, Index 120-001. Compact and dress excavated areas and embankments.

Meet the requirements of Section 110 for excavation of material for clearing and grubbing and Section 125 for excavation and backfilling of structures and pipe. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown in the Plans.

- 2.8 Bid Item No. 327-70-11 Milling of Existing Asphalt Pavement: Consists of removing existing AC pavement to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. Includes transporting the milled material to the asphalt plant site, and stockpiling the material. Also includes removal of existing Reflective Pavement Markers. Show basis of calculation, include exceptions.

- 2.9 Bid Item No. 400-1-11 Concrete Structures: Construct concrete structures and other concrete members, with the exception of pavement and incidental concrete construction (which are specified in other Sections).

Refer to FDOT Standards Section 450 for prestressed construction requirements additional to the requirements of this Section.

For precast concrete structures meet the requirements of Section 450 for inserts and lifting devices, handling, storage, shipping, and erection.

- 2.10 Bid Item No. 425-2-61 Manhole: The designer should consider calling for a ring and cover where routine cleanout and inspection is anticipated, such as a French Drain.

Per Standard Plans 425-001 (Index 201), the height used to determine if a drainage structure is greater than 10 feet shall be computed using:

a) the elevation of the top of the manhole lid, b) the grate elevation or the theoretical gutter grade elevation of an inlet, or c) the outside top elevation of a junction box less the flow line elevation of the lowest pipe or to top of sump floor.

"Partial" is used when the top of an existing structure is to be modified, but the bottom remains. Consider both the 425-2-AAB item and 425-11 item as needed. 425-2- would be applicable when the top is modified/replaced. 425-11- would be best when only minor modifications are needed..

Non-Standard Manhole types: Minor deviations from the design standards should be shown in the plans, with payment made under the standard manhole type. Unique designs that do not resemble any standard should be coordinated through the State Drainage Office and BOE Coordinator.

2.10A Bid Item No. 425-10 Yard Drain: For use outside of the R/W. Refer to FDOT Design Standard for details.

2.10B Bid Item No. 425-11 Modify Existing Drainage Structure: This pay item is used for the modification of EXISTING drainage structures.

See also FDOT standards "partial" definition for manhole or inlet, as needed: "Partial" is used when the top of an existing structure is to be modified, but the bottom remains.

- 2.10C Bid Item No. 425-1341 Curb Inlet: Description FDOT Type 5 Inlet per FDOT Index 425-021

2.10D Bid Item No. 425-1541 Type D Control Structure: Description FDOT Type D Inlet per FDOT Index 425-052 with Slot and Skimmer

2.11 Bid Item No. 430-175: Measurement of this item will be the actual laying length of the pipe in linear feet actually placed as measured along the centerline of the complete pipe, including connection to existing, and accepted by the City. Payment will be made at the applicable unit price for each type and size pipe installed, and will include all site work, earthwork, trench safety provision, dewatering, jointing, joint restraint, fittings, installation in conflict manholes, leakage testing, pressure testing, bacteriological testing, polyethylene wrap, marking tape and labeling tape, restoration, and all labor, equipment and materials required for installation complete and ready for service. Costs for compliance with requirements of City of Palmetto Utilities Department, Manatee County Health Department, and the Florida Department of Environmental Protection shall be incidental to this bid item.

2.11A Bid Item No. 430-984 Mitered End Section (MES): Includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the mitered end section. Shape and size on the contract plans.

2.12 Bid Item No. 520 Concrete Gutter, Curb Elements and Traffic Separator: Includes construction of Portland cement concrete curb and/or curb and gutter, and all forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing and



backfilling and compaction. Curb will include concrete curb and gutter, concrete traffic separator (in variable width, as well as selected non-standard widths), valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections.

- 2.13 Bid Item No. 522 Concrete Sidewalk: Construct plain or reinforced concrete sidewalks and driveways in accordance with the Plans and the Standard Plans. Sidewalk will include curb ramps, landings, transition slopes, sidewalk curb, and edge beams. Includes all materials, foundation preparation, joint forming (or sawing), placing, finishing and curing.
- 2.14 Bid Item No. 527-2 Detectable Warnings: Furnish and install detectable warnings on newly constructed and/or existing concrete or asphalt walking surfaces (sidewalk curb ramps, sidewalks, shared use paths, etc.) constructed in accordance with Standard Plans, Index 522-002.
- 2.15 Bid Item No. 530-3-4 Riprap, Rubble, F&I, Ditch Lining: Construct riprap composed of sand-cement or rubble (consisting of broken stone or broken concrete) as shown in the Standard Plans and in the Plans. Use sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone or broken concrete with a bulk specific gravity of at least 1.90. Ensure that stones or broken concrete are rough and angular. Dump rubble in place forming a compact layer conforming to the neat lines and thickness specified in the Plans. Ensure that rubble does not segregate so that smaller pieces evenly fill the voids between the larger pieces.
- 2.16 Bid Item No. 536.1-1 Guardrail: Construct guardrail, including end treatments, transition connections to rigid barrier, and other associated hardware, as specified in the Plans and in accordance with the Standard Plans.
- 2.17 Bid Item No. 570-1-2 Sod: Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas. Maintain performance turf areas until final acceptance of all Contract work.
- 2.18 Bid Item No. 635-3-40 Relocate Electric Vault: Relocation of pull, splice, and junction boxes shall consist of removing an existing box and installing the box at the location shown in the Plans. Restore the area of the box removal and relocation to the condition of the adjacent area. The costs for restoration will be included in the unit price of the relocation.  
Boxes damaged due to the Contractor's operations must be replaced by the Contractor at no cost to the City. Replacement boxes must be of the same material and size of the existing box, unless directed otherwise by the Engineer. When a box is to be relocated, specs or plan details should include the removal, protection/relocation, and re-installation, in accordance with the specs & standards.
- 2.19 Bid Item No. 700-2-11 Sign, Single Post: Furnish and erect roadway signs at the locations, and in accordance with the details, shown in the Plans.  
FDOT designates ground traffic signs as signs erected on the shoulders, slopes, or medians, but not extending over the traveled roadway, and may further classify these signs as single post or multi-column.

FDOT designates signs erected partially or completely over the traveled roadway or mounted on bridges as overhead traffic signs, and may further classify these signs as overhead cantilever or span traffic signs.

- 2.20 Bid Item No. 710-11 Painted Pavement Markings: Apply painted pavement markings, in accordance with the Contract Documents. Use only materials listed on the FDOT Approved Product List (APL) meeting their requirements.
- 2.21 Bid Item No. 711-11 Thermoplastic Pavement Markings: Apply new thermoplastic pavement markings, in accordance with the Contract Documents. Include all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.
- 2.22 Bid Item Irrigation: Includes all irrigation materials and labor, including but not limited to installation of control wiring, pipe, irrigation heads, fittings, valve and valve box installation, head placement, backfilling, pressure testing of mainlines, record drawings, as noted on irrigation plans and specifications.
- 2.23 Bid Item Landscape: Includes materials and labor to provide necessary finish grading, install specified plant material, import and spread soil, amendments, sod and mulch. Staking and maintenance until final acceptance by the owner or their representative.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01300

SCHEDULES, REPORTS, RECORDS, AND SUBMITTALS

PART 1-GENERAL

1.01 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the work to be performed.

PART 2-PROGRESS SCHEDULES

2.01 REQUIREMENTS INCLUDED

Procedures for preparation and submittal of construction progress schedules and periodical updating.

2.02 FORMAT

- A. Prepare schedules as a time scale logic diagram and bar chart. Each major portion of work or operation, shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values.
- B. Scale, spacing, and sheet sizing as approved by the Engineer.

2.03 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Provide sub-schedules to define critical portions of entire schedule.
- C. Show accumulated percentage of completion of each item, and total percentage of work completed, as of the first day of each month.

2.04 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedule of separate contractors.

2.05 SUBMITTALS

- A. Submit preliminary outline schedules within 10 days after effective date of the Agreement for coordination with work of separate contracts. After review, submit detailed schedules within ten (10) days, modified to accommodate revisions recommended by Engineer.
- B. Submit revised progress schedules with each application for payment.
- C. Submit three (3) opaque reproductions with each submittal.

### PART 3-SCHEDULE OF VALUES

#### 3.01 TIMING

- A. Within ten (10) days after the date of Agreement of the Contract, the Contractor shall submit to the Engineer a breakdown schedule of the various lump sum portions of the work, including quantities, aggregating the total price of each lump sum item, and divided so as to facilitate payments for work under each item. The schedule shall be prepared in such form and in such detail as the Engineer may approve. Each item in the schedule shall include its proper share of overhead and profit.

### PART 4-SHOP DRAWINGS

#### 4.01 SUBMITTAL SCHEDULE

- A. Within ten (10) days of the effective date of the Agreement the Contractor shall have a Schedule of Shop Drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing.

#### 4.02 REIMBURSEMENT FOR NONCOMPLIANT SUBMITTALS

- A. Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for shop drawing resubmittal evaluations due to rejection for noncompliance of the original submittal or for lack of information required by Contract Documents submitted with the original submittal. Reimbursement for the charges shall be a deduction from the Contractor's Partial Payment.

#### 4.03 SUPPLEMENTAL DRAWINGS

- A. The Contractor shall provide such working drawings and supplementary drawings as are required to properly prosecute the work. The contract price shall include the cost of furnishing all such drawings.

#### 4.04 SUBMITTAL REQUIREMENTS

- A. The Contractor shall furnish to the Engineer six (6) copies, plus the number of copies the Contractor wants returned, of all required submittals, shop and setting drawings, and schedules required for the work. These drawings shall be submitted so as to allow sufficient time for checking and resubmittal, if required. The Contractor shall not fabricate related work, except at his own risk, until approval is received. Such approval shall not relieve the Contractor of any responsibility for the work or for any errors which may exist in the drawings. The Contractor shall thoroughly review and approve each drawing prior to submittal and shall stamp and sign each copy to indicate Contractor's approval.
- B. Shop drawings and submittals shall accurately and completely indicate compliance with every aspect of the drawings and/or specifications relating to the respective items. The Contractor shall enumerate in the submittal and associated transmittal correspondence, each and every feature specifically addressed in the respective drawings and/or specifications, and he shall call out and completely describe any exceptions to the drawings and/or specifications which he wishes to have accepted. Failure to completely identify the submitted item's compliance or exception to specified features will be grounds for automatic rejection of the submittal. Engineer's review or acceptance of any submittal which contains a deviation(s) from the drawings and/or specifications not clearly and specifically called out and described in the submittal and associated transmittal correspondence shall not constitute approval of that portion(s) of the submittal containing the deviation(s). Should the Contractor prepare, and the Engineer accept, any deviation to the drawings and/or specifications, all necessary design, equipment, and installation modifications, and additional cost of same shall be the sole responsibility of the Contractor.
- C. Materials and equipment are specified by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's product as shown on the drawings has been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment is suitable for installation.
- D. Before delivery of materials and equipment, certified copies of all test reports specified in the individual sections of these specifications or referenced standards shall be submitted for approval.
- E. The Contractor shall submit certification from the manufacturer attesting that materials and equipment to be furnished for this project comply with the requirements of these specifications and of the referenced standards. Preprinted certifications will not be acceptable; certifications shall be in the original. The certification shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified; such as, "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material." The certification shall simply state that the product conforms to the requirements specified. The Contractor shall allow thirty (30) days for the Engineer's review of submittals and shop drawings.

## PART 5-CONSTRUCTION PHOTOGRAPHIC RECORD

### 5.01 REQUIREMENTS INCLUDED

- A. Employ a competent photographer to take construction record photographs during course of work.

### 5.02 PHOTOGRAPHS REQUIRED

- A. Provide at least twelve (12) views of photographs taken on cutoff date for each scheduled Application for Payment.
- B. Provide photographs of views randomly selected by the Owner's and the Contractor's representative. Provide two (2) prints, 8-inch x 10-inch, color, double-weight paper, smooth glossy finish of each photograph. Include negative in negative envelope for each print.
- C. In addition to the photos accompanying Application for Payment, the Contractor's shall provide photographs to be taken for unusual conditions during construction. The photographs will show pertinent physical features of construction. Two (2) 8-inch x 10-inch prints of all pictures shall be furnished to the Owner's representatives.
- D. All prints shall be captioned on the face of the print with the Contract number and title, the date, and pertinent information describing the view.

### 5.03 DELIVERY OF PRINTS

Deliver prints to Engineer to accompany each Application for Payment.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01400

QUALITY CONTROL

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Certification and testing, examination by the Owner, quality assurance testing, and final approval of work.

1.02 CERTIFICATION AND TESTING

- A. The materials and equipment used in the construction of the project shall be subject to adequate certification and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

1.03 CONTRACTOR TO PROVIDE

- A. The Contractor shall provide, at his expense, all tools, testing apparatus, materials to be tested, and labor as necessary to provide certification required by the Contract Documents.

1.04 OUTSIDE AGENCY

- A. If the Contract Documents, laws, ordinances, rules, regulation or orders of any public authority having jurisdiction require any work to be certified, tested, or approved by someone other than the Owner, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Owner the required certification and/or testing certificates for approval.

1.05 LIMIT OF APPROVALS

- A. Certifications, tests, or approvals by the Owner, Engineer, or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

1.06 ACCESS TO WORK SITE

- A. The Owner and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted access to all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work.

## PART 2-EXAMINATION BY THE OWNER

### 2.01 ACCESS

- A. The Owner contemplates and the Contractor agrees to thorough examination of the work at all times by the Owner and the Engineer, including all labor performed and materials furnished, delivered, or intended to be used in the work, including manufacture, preparation, and testing. The Contractor shall not use any material which has not been tested and accepted. The Contractor shall keep the Engineer advised of the progress of the work away from the site requiring certification of witnessing of tests to ensure that scheduling conflicts or delays do not develop.

### 2.02 ACCEPTANCE TESTS

- A. Tests, or acceptance of any materials prior to shipment shall not be deemed as a final acceptance of the materials. The Owner may require tests or analysis of any portion of the materials at any time. Any material which is found to be defective or which does not otherwise conform to the requirements of the specifications shall be rejected and removed forthwith from the site, as provided in the contract.

### 2.03 RIGHT TO EXAMINE WORK

- A. The Owner and the Engineer shall have the right to examine all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination of any part of the work. No work shall be closed or covered until it has been duly examined and approved.

## PART 3-QUALITY ASSURANCE TESTING

### 3.01 DESCRIPTION

- A. The Contractor is required to provide all testing as described in these specifications. Testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Approved, independent, testing laboratories are as follows: Ardaman and Associates, Inc.; and Professional Service Industries, Inc. The Contractor is still required to submit independent testing laboratory qualifications. The Contractor may obtain other independent testing laboratories not listed, with approval by the Engineer. Certifications, tests, or approvals by the Owner, Engineer, or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

### 3.02 CODES AND REGULATIONS - TESTING

- A. Testing will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials. The Engineer shall process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.



### 3.03 RETESTING

- A. When initial quality assurance tests indicate noncompliance with the Contract Documents, all subsequent retesting occasioned by the noncompliance shall be performed by the same testing laboratory and the costs thereof shall be borne by the Contractor or will be deducted by the Owner from the contract sum.

### 3.04 COOPERATION WITH OWNER'S TESTING LABORATORY

- A. The Owner may perform any additional tests that he may deem necessary at his own expense. Representatives of the Owner's testing laboratory shall have access to the work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

### 3.05 ADDITIONAL TESTING

- A. If the Owner orders sampling, analysis, or tests of materials which are specified to be accepted on certification by the manufacturer, but which appear defective or not conforming to the requirements of the specifications, the Contractor shall bear all the costs of sampling, transportation, tests, and analyses if the material is in fact found defective or does not conform to the specifications. If the material is found to be sound and conforming to the specifications, the Owner will pay for the testing.

## PART 4-FINAL APPROVAL

### 4.01 FINAL APPROVAL

- A. Final approval of the Work shall be made by the Owner and the Engineer and shall be contingent upon the findings of a thorough examination of the Work. Such examination shall be made within ten (10) working days after receipt of the Contractor's written request. The Work will be accepted and deemed completed as of the date of such examination if, upon such examination, the Engineer and Owner find that no further Work remains to be done at the site. If the examination reveals items of Work still to be performed, the Contractor shall promptly perform them and request a re-examination. If upon any reinspection the Engineer and Owner determine that the Work is complete, the date of completion shall be deemed to be the actual date of such re-examination.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. This section includes the minimum requirements for temporary facilities, utilities to be brought to the site, and control required to provide adequate facilities at every stage during construction of the project is the Contractor's sole responsibility, and is not limited by the requirements of this section.

1.02 UTILITIES

- A. Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.
- B. Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

PART 2-TEMPORARY FACILITIES

2.01 UTILITY TYPES

- A. The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods of operations):
  - 1. Electrical Power Service
  - 2. Water Service (potable for certain uses)
  - 3. Sanitary
  - 4. Storm Sewer or Open Drainage/Run-off Control
  - 5. Gas (fuel) Service
  - 6. Telephone Service

2.02 TEMPORARY ELECTRICITY

- A. The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the Work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections, and meters.

### 2.03 TEMPORARY WATER

- A. The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

### 2.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.
- B. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or on adjacent property.

### 2.05 TERMINATION AND REMOVAL

- A. At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

## PART 3-TEMPORARY CONTROLS

### 3.01 NOISE CONTROL

- A. The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

### 3.02 DUST CONTROL

- A. The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

### 3.03 WATER CONTROL

- A. The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

### 3.04 POLLUTION CONTROL

- A. The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas by the disposal of surplus material in the form of solids, liquids, gases, or from any other cause.
- B. The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground, or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.
- C. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, and reservoirs with fuels, oils, bitumens, calcium chloride, or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes, and reservoirs and to avoid interference with movement of migratory fish.
- D. All chemicals used during project construction or furnish for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

### 3.05 EROSION CONTROL

- A. The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

## PART 4-STORAGE FACILITIES

### 4.01 STORAGE PRACTICES

- A. All products, materials, and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in the weather tight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.
- B. Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

- C. After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

## PART 5-PRESERVATION OF PROPERTY

### 5.01 GENERAL

- A. Preserve from damage all property along the line of the work, or which is in the vicinity of or in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever 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.

### 5.02 PROPERTY DAMAGE REMEDIATION

- A. 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 to the Contractor under this Contract.

### 5.03 PROPERTY DAMAGE PREVENTION

- A. The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. General requirements for delivery, storage, handling, and installation of products.

1.02 RELATED SECTIONS

- A. Section 00100 - Instructions to Bidders
- B. Section 01400 - Quality Control

1.03 Materials and equipment furnished by the Contractor shall be new and shall not have been in service at any other installation unless otherwise provided. It shall conform to applicable specifications approved in writing by the Engineer.

1.04 Manufactured and fabricated products shall be designed, fabricated, and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages to be interchangeable.

1.05 Two or more things of the same kind shall be identical, by the same manufacturer.

1.06 Products shall be suitable for service conditions.

1.07 Equipment sizes, capacities, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

1.08 Material and equipment shall not be used for any purpose other than that for which it is designed or is specified.

1.09 Where material or equipment is specifically shown or specified to be reused in the Work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed Work.

1.10 The Contractor shall arrange for transportation, storage, and handling of products which require off-site storage, restoration, or renovation.

1.11 SALVAGED MATERIALS

- A. In the absence of special provisions to the contrary, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Engineer. Surplus excavated materials become the property of the Contractor and shall be disposed of by him.

#### 1.12 MANUFACTURER'S INSTRUCTIONS

- A. The installation of all Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to the Engineer. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned, and adjusted in accordance with the manufacturer's instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, such conflicts shall be called to the Engineer's attention for resolution and revised instructions.

#### 1.13 EQUIPMENT GUARANTEE

- A. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by the Contractor shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials, and workmanship not in conformity with the paragraph above, improper assembly, hidden damage, failure of devices and/or components, excessive leakage, or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by the Owner. Each piece of equipment, device or component which shall fail within the above specified term of the guarantee shall be replaced and installed with reasonable promptness by the Contractor without cost to the Owner.

#### 1.14 OPERATING CHARACTERISTICS

- A. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

#### 1.15 LUBRICATION SYSTEM

- A. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

#### 1.16 SAFETY REQUIREMENTS

- A. Screens, guards, or cages shall be provided for all exposed rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

## 1.17 NAMEPLATES

- A. Each major component of equipment shall have the manufacturer's name, catalog and/or model number, and serial number on a stainless steel plate securely attached to the item of equipment.

## PART 2-TRANSPORTATION AND HANDLING

2.01 Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the material or equipment during transportation and handling. Suitable power equipment will be used and the material or equipment shall be under control at all times. Under no condition shall the material or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, pelletized or handled on skidways shall not be skidded or rolled against material or equipment already unloaded.

2.02 Material and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Material and equipment damaged or injured in the process of transportation unloading or handling shall be rejected and immediately removed from the site.

## PART 3-STORAGE AND PROTECTION

3.01 All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weather tight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deteriorations shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

3.02 Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

3.03 After installation, Contractor shall provide substantial coverings as necessary to install products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

END OF SECTION



**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01620

STORAGE

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Requirements for delivery and storage of all materials necessary for the work.

1.02 RELATED SECTIONS

- A. Section 01600 - Material and Equipment

PART 2-MATERIAL AND EQUIPMENT

2.01 The Contractor shall coordinate the delivery of all materials, including those furnished by the Owner (if any). He shall be responsible for the proper transport, handling, and storage of all materials, and they shall be protected to ensure their expected performance. Delivery schedules shall be coordinated by the Contractor, in advance, such that timely prosecution of the work will be effected.

2.02 Outside storage space for materials and equipment shall be available at the Owner's site. The Contractor shall be responsible for keeping the areas used for storage neat and orderly and shall install such security equipment as he deems necessary to safeguard his tools, equipment, and materials.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01700

CONTRACT CLOSEOUT

1.0 GENERAL

1.1 SCOPE OF WORK

Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

1.2 RELATED WORK DESCRIBED ELSEWHERE

A. Conditions of the Contract

Fiscal provisions, legal submittals and additional administrative requirements.

B. Section 01710: Final Cleaning

C. Section 01720: Project Record Documents

D. The Respective Sections of Specifications

Closeout Submittals Required of Trades.

2.0 SUBSTANTIAL COMPLETION

2.1 When Contractor considers the Work as substantially complete, he shall submit to Engineer:

A. A written notice that the Work, or designated portion thereof, is substantially complete.

B. A list of items to be completed or corrected.

2.2 Within a reasonable time after receipt of such notice, Engineer shall make an inspection to determine the status of completion.

2.3 Should Engineer determine that the Work is not substantially complete:

A. The Engineer will promptly notify Contractor in writing, giving the reasons therefore.

B. Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to Engineer.

C. Engineer will reinspect the Work.

2.4 When Engineer finds that the Work is substantially complete, he will:

- A. Prepare and deliver to Owner a tentative Certificate of Substantial Completion on form provided herein, with a tentative list of items to be completed or corrected before final payment.
- B. After consideration of any objections made by Owner as provided in Conditions of the Contract, and when Engineer considers Work substantially complete, he will execute and deliver to Owner and Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

### 3.0 FINAL INSPECTION

3.1 When Contractor considers the Work is complete, he shall submit written certification that:

- A. Contract Documents have been reviewed.
- B. Work has been inspected for compliance with Contract Documents.
- C. Work has been completed in accordance with Contract Documents.
- D. Work is completed and ready for final inspection.

3.2 Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3.3 Should Engineer consider that the Work is incomplete or defective:

- A. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
- B. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the Work is complete.
- C. Engineer will reinspect the work.

3.4 When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

### 4.0 INSPECTION FEES

4.1 Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by Contractor:

- A. Owner will compensate the Engineer for such additional services.
- B. Owner will deduct the amount of such compensation from the final payment to the Contractor.

5.0 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- 5.1 Evidence of compliance with requirements of governing authorities.
- 5.2 Project Record Documents: To requirements of Section 01720.
- 5.3 Evidence of Payment and Release to Liens: To requirements of General and Supplemental Conditions.

6.0 FINAL ADJUSTMENT OF ACCOUNTS

- 6.1 Submit a final statement of accounting to the Engineer.
- 6.2 Statement shall reflect all adjustments to the Contract Sum:
  - A. The original Contract Sum.
  - B. Additions and deductions resulting from:
    - 1. Previous change orders or written amendment.
    - 2. Allowances.
    - 3. Unit prices.
    - 4. Deductions for uncorrected work.
    - 5. Penalties and bonuses.
    - 6. Deductions for liquidated damages.
    - 7. Deductions for reinspection payments.
    - 8. Other adjustments.
  - C. Total Contract Sum, as adjusted.
  - D. Previous payments.
  - E. Sum remaining due.
- 6.3 Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

7.0 FINAL APPLICATION FOR PAYMENT

- 7.1 Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 01710

FINAL CLEANING

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Requirements for interim housekeeping practices and final clean-up at completion of work.

1.02 RELATED SECTIONS

- A. Section 00700 - General Conditions

1.03 The Contractor shall execute cleaning, during progress of the work and at the completion of the work, as required by General Conditions.

1.04 Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2-PRODUCTS

2.01 The Contractor shall:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surfaces recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3-EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of by proper and legal means at areas away from the site.

### 3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

### 3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surface; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work area is clean.

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

1.0 REQUIREMENTS INCLUDED

- A. Maintenance of Record Documents
- B. Submittal of Record Documents

2.0 MAINTENANCE OF RECORD DOCUMENTS

- A. In addition to requirements in General Conditions, maintain one record copy of:
  - 1. Field test records
  - 2. Inspection certificates
  - 3. Manufacturer's certificates
- B. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.
- C. Label and file record documents and samples in accordance with Specification Section number listings in Table of Contents of this Contract. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.

3.0 RECORDING

- A. Record and update daily "as-built" information from field notes and on set of blue-line opaque drawings, provided by Owner and to the satisfaction of the Engineer.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently (daily) with construction progress. Do not conceal work until required information is recorded.
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of internal utilities, and appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes of dimension and detail.
4. Changes made by Modifications.
5. Details not on original Contract Drawings.
6. References to related shop drawings and modifications.

#### 4.0 SUBMITTALS

At Contract closeout, transmit Record Documents and samples with cover letter in duplicate, listing:

- A. Date.
- B. Project title and number.
- C. Contractor's name, address, and telephone number.
- D. Number and title of each Record Document.
- E. Signature of Contractor or authorized representative.

END OF SECTION



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SECTION 02050

DEMOLITION AND REMOVAL

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the requirements for demolition and/or removal work as a part of new construction or renovation.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. Other related specification sections contained herein are listed below:
  - 1. Section 02110, Site Preparation
  - 2. Section 02225, Excavating, Backfilling and Compacting For Utilities
  - 3. Section 02900, Seeding and Sodding

1.03 DEFINITIONS

- A. “Demolition” and/or “Demolish” shall mean the disassembly, de-installation retirement or destruction of all or part of an existing improvement, structure, anchored or set piece of equipment, or other existing feature of the site, including temporary removals, pavement and utilities.
- B. “Removal” shall mean to become the property of the Contractor and be transported in total from the site by the Contractor’s actions.
- C. “Salvage” shall mean to carefully demolish with the intent of preserving value and function, or the material and/or equipment resulting from such activity. Salvage items shall be any equipment or material identified by the Engineer for preservation and/or that which could reasonably be expected to be of value to the Owner.

1.04 REFERENCE STANDARDS

- A. ANSI A10.6 - Demolition Operations.
- B. Pertinent OSHA Standards.
- C. State, County and Local regulations and policies on demolition and disposal of construction debris.

## 1.05 QUALITY ASSURANCE

- A. The Contractor shall not begin work prior to verifying site conditions as specified in Section 02110, "Site Preparation."
- B. The Contractor shall submit upon request of the Engineer suitable documentation of proper disposal of demolition debris.

## 1.06 SUBMITTALS

- A. Contractor shall submit a Demolition Plan to the Engineer for approval prior to commencing demolition operations.
- B. Demolition Plan shall contain:
  - 1. General Procedures for demolition.
  - 2. Methods of disposal of debris.
  - 3. Procedures for removal and storage of salvaged materials and equipment.
  - 4. A detailed description of methods and equipment to be used at each stage of demolition operations.
  - 5. The sequence and schedule of demolition operations.
  - 6. A disconnection schedule of utility services.
  - 7. A traffic control plan if necessary.
  - 8. A statement from the Contractor affirming the safety of the procedures and the satisfaction of ANSI A 10.6.
- C. The Contractor shall notify the Owner and the Engineer of the commencement of demolition operations at least a full forty-eight (48) hours in advance of any demolition procedures.

## 1.07 SAMPLING AND TESTING (not used)

(Not Used)

## PART 2-PRODUCTS (not used)

(Not Used)

## PART 3-EXECUTION

### 3.01 GENERAL

The Contractor will observe the following:

- A. Do not begin demolition until authorized by the Owner.
- B. Provide 48 hours advanced notice.
- C. Follow approved demolition plan.

- D. Remove rubbish and debris from the site daily. Do not allow accumulations on site without permission and storage direction from the Engineer.
- E. Take all necessary precautions to protect existing structures from damage.

### 3.02 REGULATIONS AND SAFETY

The Contractor shall conduct demolition operations in a safe and legal manner, and fully satisfy the following requirements:

- A. Any and all applicable Federal, State or Local regulations regarding demolition, hauling and/or disposal.
- B. The requirements of ANSI A 10.6.

### 3.03 PROTECTION

- A. The Contractor shall take all necessary precautions to protect the workers, pedestrian and vehicular traffic from injury or damage during demolition operations.
- B. The Contractor will protect existing work which is to remain in place, be reused, or remain the property of the Owner. The Contractor shall erect and maintain barricades with flashing lights and cordons around demolition operations.
- C. If, during any phase of the demolitions, structures or portions thereof become inadequately supported or unstable, Contractor will provide adequate supports to assure safety and stability until structure or portion is removed.

### 3.04 DUST AND DEBRIS

- A. The Contractor shall prevent the spread of dust and debris on site to the extent that it may be a nuisance or hazard.
- B. Water may be employed to reduce dust to the extent that it does not create a safety hazard, nuisance or violate erosion and/or stormwater run-off requirements.

### 3.05 SALVAGE

- A. Items identified as salvage shall remain the property of the Owner.
- B. Salvage materials shall be carefully removed along with all component and associated items in such a fashion so as to maintain their utility and appearance.
- C. Salvage materials shall be stockpiled in an area so identified, and protected from damage by the weather or construction activities.
- D. Salvaged materials and/or equipment which are stockpiled and subsequently damaged during the course of the work shall be replaced in kind or by new, equivalent materials, at no additional cost to the Owner.

### 3.06 REMOVALS

- A. Existing structures, foundations and utilities to be demolished shall be completely removed and disposed off-site. Foundation removal shall proceed to a minimum depth of three (3) feet below existing grade, or 18 inches below proposed new subgrade, whichever is greater. Remaining foundations to be shown on Record Drawings.
- B. Existing utilities shall be removed to the limits of the work, and abandoned as specified below:
  - 1. Open ends of abandoned underground utilities shall be closed using approved, standard closure pieces to prevent water that may accumulate in such utilities from disrupting other construction activities.
  - 2. Wastewater lines shall be cut and filled with grout.
  - 3. Water lines shall be capped with an approved sealed connection, either threaded, mechanical joint or blind flange, appropriate to the type of pipe.
  - 4. Natural gas lines shall be removed back to last branch scheduled to remain in use, and closed at tee with threaded plug. Closure to be leak tested prior to reburial.
  - 5. Electrical conduit shall be cut, wires removed back to last junction scheduled to remain, with live leads fitted with wire nuts. Conduit to be capped on both ends.
  - 6. All abandoned utilities will be shown on record Drawings in horizontal location, depth of bury, and method of closure.
- C. Any and all other material, structures or equipment, above or below grade, which may be encountered during the course of the work, whose demolition and removal is necessary for the accomplishment of the work, shall be considered included in and incidental to the demolition herein specified. Such removals shall be made by the Contractor at no additional cost to the Owner.

### 3.07 CLEANUP AND RESTORATION

- A. All holes or excavations which may be necessary for demolition shall be refilled as specified in Section 02225, "Excavating, Backfilling, and Compacting for Utilities," the affected areas cleaned and regraded, all surplus materials removed and left free, clean, and suitable for the next phase of the work.
- B. Settlement of filled areas shall require refilling, regrading and refinishing to proper grade.
- C. Debris and waste materials shall be removed from the site daily, or as soon as possible on a schedule approved by the Engineer.
- D. The Contractor shall restore all areas disturbed during demolition to a condition a good or better than prior to the disturbance.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
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SECTION 02110

SITE PREPARATION

PART 1-GENERAL

1.01 WORK INCLUDED

- A. The Contractor is required to provide all materials, equipment, labor and work to construct the project in accordance with the Contract Documents.
- B. This work includes, but is not limited to, the following items specified in this section:
  - 1. Protection of existing trees, shrubs and manmade improvements.
  - 2. Site preparation of Streets, Highways, Traffic, and Services.
  - 3. Removal of trees and vegetation.
  - 4. Clearing and grubbing.
  - 5. Topsoil stripping.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions are made a part of this section and incorporated herein.
- B. Other related specification sections contained herein are as follows:
  - 1. Section 02050, Demolition and Removal
  - 2. Section 02225, Excavating, Backfilling and Compacting for Utilities.
  - 3. Section 02900, Sodding and Seeding.

1.03 DEFINITIONS (not used)

Not Used

1.04 REFERENCE STANDARDS (not used)

Not Used

1.05 QUALITY ASSURANCE

- A. Prior to commencing any site work, the Contractor shall satisfy himself as to the accuracy of all survey data and/or other existing conditions indicated on the drawings and in these specifications, and/or as otherwise provided by the Owner. Should the Contractor discover any inaccuracies, errors or omissions in the survey data or other representations,

he shall immediately notify the Engineer that proper adjustments can be anticipated or ordered. Commencement by the Contractor of any work on the project site or sites shall be held as full acceptance of the accuracy of the survey data and other site information by him, after which time the Contractor shall have no claim against the Owner resulting from any alleged errors, omissions or inaccuracies of the survey data or representations of the site conditions.

- B. Tolerance for backfill elevation in restoration of cleared and grubbed areas shall be  $\pm 0.1$  foot to the required grade.

#### 1.06 SUBMITTALS

- A. Contractor shall include clearing, stripping and grubbing in the Demolition and/or Excavation and Backfill work plans required by Sections 02050 and 02225 respectively.

#### 1.07 SAMPLING AND TESTING (Not Used)

Not Used

#### PART 2-PRODUCTS (Not Used)

Not Used

#### PART 3-EXECUTION

##### 3.01 PROTECTION

- A. Existing Improvements: For facilities which are not to be removed, the Contractor will provide adequate means for protecting all structures, buildings and utilities, located underground, at grade or above grade from damage resulting from all construction and related activities. The Contractor will protect and hold the Owner and his agents harmless against damage and claims for damage resulting from any and all such activities.
  - 1. The above protection will extend to the Owner's property, all adjoining properties, and any and all areas traversed during or as a consequence of the work.
  - 2. The Contractor, at his sole expense without additional cost to the Owner, will restore any and all damage resulting from the work, regardless of its location, to its original condition to the full satisfaction of the Owner.
- B. Streets and Highways: The Contractor will provide, erect, and maintain effective barricades, danger signals and signs on all intercepted streets or highways and in other locations where required for the protection of the work and the safety of the public.
  - 1. Barricades or obstructions which encroach on, or are adjacent to public right of way shall be provided with lights which shall be kept burning at all times between sunset and sunrise. Conform to all City, State, and local laws and regulations in the use of streets and highways. The Contractor is responsible for all damages resulting from any neglect or failure to meet these requirements.

2. Work shall be coordinated and/or arranged to cause a minimum of disturbance to normal pedestrian and vehicular traffic. Adequate means of access to all public and private properties during all stages of construction shall be provided. Unless approval in writing is secured from the utility company or Owner, there shall be no interruption of service to present customers of such utilities requiring repairs, changes or modifications caused by the construction work. Contractor shall coordinate his work with the Owner to minimize traffic control problems.
- C. Existing Trees and Vegetation: The Contractor will protect existing trees and other vegetation which are indicated to remain and/or the removal of which is not strictly necessitated by the work.
1. Trees and Vegetation shall be protected from, at minimum, unnecessary cutting, breaking or skinning of roots, bruising or skinning of bark, smothering by piles of excavated or stockpiled dirt, supplies, material or debris located within the drip line of trees or otherwise adjacent or upon vegetation, excess vehicular or foot traffic, or parking of vehicles upon vegetation or within the drip lines of trees.
  2. Contractor shall mark trees and demarcate landscaped areas to be protected, including the provision of barricades and/or temporary guards as necessary for protection.
  3. Contractor will water trees and other vegetation to remain within the limits of the contract work as required to maintain their health during the course of construction operations.
  4. Contractor will provide protection for roots over 1-1/2 inch diameter that are cut during construction operation, by sealing cut faces with tar or other acceptable coating formulated for use on plants. Roots to be exposed for a minimum length of time shall be wrapped or covered with burlap which is to be kept wet until the roots are again covered with soil.
  5. Trees, shrubs or other vegetation which is damaged or inadvertently removed when not strictly required by the work or approved by the Engineer shall be replaced "In kind" or better to the full satisfaction of the Engineer and the Owner of the damaged area.

### 3.02 CLEARING AND GRUBBING

- A. General: Contractor will remove surface and subsurface vegetation, and all trash and debris necessary to permit construction of the work. "Removal" includes disposal in an approved and legal manner. Contractor will also remove other surface and subsurface material outside the immediate limits of the work as may be specifically indicated on the drawings on described herein.
- B. Clearing: Contractor will clear site of trees, shrubs, brush, logs and rubbish except for those trees and plants indicated to be left standing.
- C. Grubbing: Contractor will completely remove stumps, roots and other debris protruding through the ground surface.
  - 1. Stumps and all roots shall be removed to a depth of at least eighteen (18) inches below subgrade elevation.
  - 2. Use only hand methods when grubbing inside the drip line of trees to remain.
  - 3. Fill depressions caused by clearing and grubbing with satisfactory soil as specified in Section 02225, "Excavating, Backfilling, and Compacting for Utilities," unless further excavation is indicated. Such fill is to be placed in horizontal layers not more than 6" in loose depth, and compacted to a density to match that of the adjacent soil.

### 3.03 STRIPPING

- A. General: Where required by excavation, embankment or other work, top soil and uncontaminated subsoil shall be removed to a minimum depth of six (6) inches. Additional soil may be stripped at the direction of the Engineer, or as elsewhere required in these specifications.
  - 1. Stripped soil may be reused as topsoil provided it is friable, loamy surface soil suitable for the planting of grass. Suitability shall be based upon the presence of a dense growth of grass prior to stripping. In addition, stripped material to be reused as topsoil shall be reasonably free from subsoil, clay lumps, brush, objectionable weeds, roots, or other objectionable material. Topsoil shall not contain stones, wood or other objects either organic or inorganic greater than 2 inches in any dimension.
  - 2. Stripped soil which does not satisfy the criteria in Section 3.03.A.1 above, or is otherwise objectionable to the Engineer, shall be waste, and become the property of the Contractor for disposal off-site.
- B. Storage: Stripped soil to be reused as topsoil shall be stored as indicated in Section 02225, Excavating, Backfilling, and Compacting for Utilities."



### 3.04 WASTE MATERIALS

- A. Disposal: All material and refuse resulting from clearing and grubbing operations shall be disposed of by removal to an off-site landfill or other appropriate site. The Contractor shall be prepared to produce proper documentation of disposal upon request.
- B. Burning: Burning of waste material will not be allowed.

### 3.05 SILTATION AND EROSION

- A. Contractor shall take all necessary steps and make suitable provisions to minimize siltation and erosion, both wind and/or water borne, which may occur during, or as a result of, his operations during the construction of this project.
- B. Contractor shall fully satisfy all rules and regulations of those agencies with jurisdiction which address siltation and/or erosion, including but not limited to, Manatee County, Southwest Florida Water Management District, Florida Department of Environmental Protection (FDEP), and United States Environmental Protection Agency - Region IV (EPA).
- C. The Contractor shall utilize erosion and siltation prevention devices and methods as necessary to fully satisfy the permit requirements, the site conditions and provide the necessary protection.

### 3.06 CLEANUP AND RESTORATION

- A. Cleanup: As soon as backfilling is completed as specified in Section 02225, "Excavating, Backfilling, and Compacting for Utilities", the affected areas shall be cleaned and regraded, all surplus materials removed and left free, clean and open to traffic. Trenches not properly filled, or if settlement has occurred, shall be refilled, smoothed off and finally made to conform to the original or indicated grade, line and surface as applicable. Any settlement that occurs after paving or other surfacing shall be corrected as directed by the Engineer. Debris and waste materials shall be removed from the site as soon as practicable during construction.
- B. Restoration of Disturbed Areas: The Contractor shall restore all areas disturbed by construction to existing conditions or better.
- C. Mailboxes shall be reinstalled as soon as backfilling is completed.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02140

DEWATERING

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the requirements for dewatering as a part of new construction or renovation.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. Other related specification sections contained herein are listed below:
  - 1. Section 02225, Excavating, Backfilling and Compacting For Utilities

1.03 PRE-BID INSPECTION AND TESTING

- A. The Contractor shall adequately investigate the subsurface conditions to familiarize themselves with local soil types and ground water elevations.
- B. Prior to bidding, the Contractor shall perform a detailed site inspection and, if desired, obtain the Owner's permission to perform site-specific testing, as he deems necessary, to obtain all required information relative to project dewatering requirements.
- C. The Contractor shall include as part of his Bid, the total cost of all surface and subsurface dewatering as required to construct the project in complete compliance with the drawings and these specifications.
- D. At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Engineer, for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, spacing of dewatering devices, number and size of pumps, and other equipment with a description of the installation and operating procedures. Dewatering plan shall address discharge path, and prevention of erosion and sedimentation.

1.04 QUALIFICATIONS OF WORKMEN

- A. At least one person shall be provided who shall be present at all times during the execution of this portion of the work and who shall be thoroughly familiar with the dewatering system being installed, the referenced standards, the requirements of this work, and who shall direct all work performed under this section.

- B. It shall be the responsibility of the Contractor to determine the water level at the time prior to beginning excavation and construction.

PART 2-PRODUCTS (not used)

(Not Used)

PART 3-EXECUTION

3.01 DEWATERING SYSTEM

- A. The dewatering system shall be adequate to pre-drain the soils to be excavated to the extent that the piezometric water level in the construction area is a minimum of 6 inches below the bottom of the excavation or trench, side slopes of excavations, or bottom of the footings at all times, or as otherwise required to obtain the specified compaction and installation conditions.
- B. In the event of layered soils, the hydrostatic head in the zone below the subgrade elevation shall be relieved to prevent uplift.
- C. Unless otherwise noted and prior to any excavating below or within 6 inches above the groundwater level, a dewatering system shall be placed into operation to lower water levels to the extent specified previously, and then shall be operated continuously 24 hours per day, 7 days a week, until work has been completed to the satisfaction of the Owner.
- D. Where used, well points shall be installed in an approved manner and in sufficient numbers to provide the necessary removal of water as stated previously. Well points and header piping shall be installed in such a manner that traffic on public thoroughfares and site access roads will not be impeded.
- E. The Contractor shall be solely responsible for the arrangement, location, and depths of the dewatering system necessary to accomplish the specified work. The dewatering system shall stay in full operation until excavations and trenches have been backfilled and compacted.
- F. To prevent excessive noise, exhaust from all pumps and engines shall be silenced and muffled.
- G. Wellpoint pump discharge shall be controlled to prevent erosion, undermining, and all other damage, and be piped to the approved locations.
- H. The Contractor shall comply with any and all applicable regulations and permitting requirements concerning groundwater pumpage and discharge.
- I. The Contractor shall perform all dewatering work in strict compliance with requirements of the SWFWMD.
- J. Excavations shall be kept free from water during the placing of concrete and for 36 hours thereafter or until concrete forms are removed.

### 3.02 OBSERVATION WELLS

- A. The Contractor shall install observation wells as may be required to record accurate water levels.
- B. The Contractor shall be responsible for maintaining all observation wells and observing and recording the elevation of the piezometric water levels daily.
- C. Wells damaged or destroyed shall be replaced at no additional cost to the Owner.

### 3.03 CLEANUP

Upon completion of the dewatering work, the Contractor shall remove all equipment and leave the project site in a neat, clean, and acceptable condition, satisfactory to the Owner. Wellpoint holes and excavations shall be adequately backfilled and compacted to prevent settlement.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02225

EXCAVATING, BACKFILLING, AND  
COMPACTING FOR UTILITIES

PART 1-GENERAL

1.01 WORK INCLUDED

- A. This section covers the work necessary to perform all excavating, trenching, filling, backfilling, and testing required to properly construct and install underground pipelines, utilities, and incidentals as shown on the drawings. This work includes, but is not limited to, excavation and removal of unsatisfactory material and replacement with backfill material specified, clearing and grubbing, providing satisfactory material for fill and backfill as required, soil placement and compaction, dewatering, shoring and sheeting, and testing.
- B. This section includes work required for final grading of areas damaged during construction and where otherwise indicated on the drawings.
- C. The Contractor shall examine the site prior to submitting his bid, taking into consideration all conditions that may affect his work. The Contractor shall be aware that there may be sub-surface soil layers of soft, fibrous organics (muck), and that groundwater may be close to the ground surface. The Owner and Engineer will not assume responsibility for sub-surface conditions at the site.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. Other related specification sections contained herein are as listed below.
  - 1. Section 02110, Site Preparation
  - 2. Section 02310, Dewatering
  - 3. Section 02900, Seeding and Sodding

1.03 DEFINITIONS

- A. "Relative compaction" is defined as the ratio, in percent, of the as-compacted field dry soil density to the laboratory maximum dry density as determined by the Modified Proctor Method, ASTM D 1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.

- B. "Optimum moisture content" is defined as the moisture content corresponding to the maximum dry density obtained by the Standard Proctor test, ASTM D 1557. Field moisture content shall be determined on the basis of the fraction passing the No. 4 sieve.
- C. "Completed course" is defined as a course or layer that is complete and ready for testing and/or the next layer or phase of construction.

#### 1.04 REFERENCE STANDARDS

- A. Reference standards and recommended practices referred to herein shall be the latest revision of any such document.
- B. Standards referenced herein are listed below:
  1. ASTM D 448 Standard Classification for Size of Aggregate for Road and Bridge Construction
  2. ASTM D 1556 Testing Method for Density of Soil In Place by the Sand-Cone method
  3. ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft<sup>3</sup>)
  4. ASTM D 2922 Test Methods for Density of Soil and Soil Aggregate In Place by Nuclear Methods (Shallow Depth)
  5. ASTM D 2937 Test Method for Density of Soil In Place By the Drive-Cylinder Method
  6. ASTM D 3282 Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
  7. ASTM D 3740 Standard Practice for Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
  8. AWPA C1 All Timber Products-Preservative Treatment by Pressure Processes
  9. OSHA Excavation Safety Standards
  10. Florida Trench Safety Act (Law of Florida 90-96)

#### 1.05 QUALITY ASSURANCE, ACCEPTANCE, AND TOLERANCES

- A. The Contractor shall perform excavating, trenching, and backfilling in compliance with applicable requirements of governing authorities having jurisdiction. Shoring and sheeting for excavations shall be designed by a Florida-registered Professional Engineer in accordance with the Occupational Safety and Health Administration (OSHA) Document 2226, "Safe Working Practices - Excavation and Trenching."

- B. Prior to commencing any excavation or grading, the Contractor shall satisfy himself as to the accuracy of all survey data as indicated on the drawings and in the specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, he shall immediately notify the Engineer that proper adjustments can be anticipated or ordered. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by him after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.
- C. Tolerance for excavation of trenches shall be  $\pm 0.10$  foot to the required line.
- D. Tolerance for compaction of in-place material shall be  $\pm 0.10$  foot to the required grade.

#### 1.06 SUBMITTALS

Submittals shall be in sufficient detail to show full compliance with these specifications.

- A. At least 14 days prior to construction which may interrupt or impact pedestrian or vehicular traffic, Contractor shall, for each occurrence, submit for review and approval a traffic safety and re-routing plan to be implemented by the Contractor during the work. The plan shall describe and define all elements required for conformance with FDOT and all other applicable regulations and requirements.
- B. Record Drawings shall be prepared, maintained, and submitted in accordance with the requirements of the Contract Documents.
- C. A Demolition Plan shall be approved at least 48 hours in advance of the work. The plan shall include all special environmental consideration and safety precautions along with the coordination procedures for the protection plan and work plan of this phase of work.
- D. A Work Plan shall be submitted including proposed methods of excavation, earth support, utility construction, and backfilling at least 48 hours in advance of the work. The plan shall be coordinated with the demolition and protection plans of this section and applicable plans of other sections such as clearing and grubbing and environmental protection.
- E. The Contractor shall provide a Protection Plan of existing utilities in place, and coordinate the plan with his work.

- F. Test reports shall be submitted in writing by the Contractor for soil test results within 3 working days. Reports shall be according to paragraph entitled "Sampling and Testing" of this section.
- G. Certificates of Compliance for Proposed Soil Materials shall be submitted in accordance with paragraph entitled "Sampling and Testing" of this section. Certificates of compliance for soil materials from offsite borrow sources shall clearly reference the borrow source as described below.
- H. Certification by a Florida-registered professional engineer for design of shoring, sheeting, etc. Include drawings, calculations, and any other information signed and sealed by a Florida-registered professional engineer.
- I. Record of Existing Conditions shall be submitted by the Contractor prior to the start of this work. The Contractor shall verify the existing conditions are correct as shown on the plans and mentioned in the specification. Any discrepancies found shall be noted immediately and notification given to the Owner.

The records shall include the following:

1. Location of Underground Utilities
2. Location of Test
3. Location of Inspections

- J. A Record of Proposed Borrow Sources to be used by the Contractor to provide borrow from offsite as necessary to construct the project.

#### 1.07 SAMPLING AND TESTING

- A. All testing agency activities shall be performed under the direction and supervision of a Professional Engineer, licensed in the state of Florida.
- B. Testing for source material, for classification, and for prequalification of material (on or off site) shall be performed by an independent testing agency retained by the Contractor and approved by the Engineer. Testing agencies shall conform to the requirements of ASTM D 3740. Testing for in-place compacted fill shall be performed by the same independent testing agency as approved by the Engineer and retained by the Contractor. The number and location of the tests shall be as specified herein and as directed by the Engineer during construction. The Contractor shall coordinate activity with the Engineer and the testing agency to permit testing as directed in the presence of the Engineer. The costs of any and all retests due to failure to achieve specified requirements shall be solely borne by the Contractor and are not reimbursable under this contract. The cost of all testing achieving specified requirements shall be borne by the Contractor via the appropriate contract unit price as indicated in the Contract Documents.
- C. Where unsatisfactory compaction is revealed by the tests, the Contractor shall re-excavate, backfill, recompact and/or rework the backfill as required to obtain the required degree of compaction over the entire depth of the trench.



- D. The Contractor shall provide certification that proposed soil material is clean and meets gradation and other parameters herein specified.

Item	Required Test	Min. No. Test
Satisfactory Soil Materials	Classification using ASTM D 3282 (including all tests contained therein)	One per source of materials to determine conformance with Subsection 2.1 of this section; additional test whenever there is any apparent change.
	Modified Proctor ASTM D 1557	One per source of material or apparent change in material.

- E. The soil material used in construction shall be clean and meet gradation and other parameters herein specified.

Item	Required Test	Min. No. Test
Backfilled trenches within or across roadways	Field Density ASTM D 1556, ASTM D 2922, or ASTM D 2937	Frequency of tests shall be at the Engineer's discretion, with a minimum of two tests per installation per vertical foot of trench depth or one test per 1000 LF, or fraction thereof, per vertical foot of trench depth, whichever is greater. Each vertical foot tested shall be taken at different locations.

- F. Copies of required test results shall be transmitted by the testing agency as follows:

1. One copy to the Owner.
2. Two copies to the Engineer.
3. Two copies to the Contractor.

The reports shall include, as a minimum, project title; project location; location of sample, time, and date of testing or sampling; and test results. Test results shall be sealed and signed by the Professional Engineer representing the testing agency as specified herein.

- G. No soil material shall be used until test reports have been reviewed and approved by the Engineer.

- H. The Engineer shall have sole responsibility for interpretation of all test results.
- I. The Contractor shall remove and replace or correct, at no cost to the Owner, all materials and work which tests indicate do not conform to the requirements of these specifications.
- J. The results of in-place density tests shall be considered satisfactory if the density in each instance is equal to or greater than the specified density. Soil moisture content at the time of testing shall conform to requirements of these specifications.
- K. Copies of all testing agency invoices, submitted to the Contractor for payment, shall be transmitted by the testing agency to the Engineer. Invoices shall clearly indicate specific services rendered and shall indicate if the invoiced testing cost is a result of retests required due to the Contractor's failure to achieve specified requirements.

#### 1.08 SUBSURFACE INVESTIGATION

- A. The Contractor shall adequately investigate the subsurface conditions to familiarize themselves with local soil types and ground water elevations.

### PART 2-PRODUCTS

#### 2.01 FILL MATERIALS

- A. Satisfactory sand (granular) fill material for trench haunching, bedding, and refill or as otherwise required by the drawings, shall comply with the requirements for Soil Group A-3, as described in ASTM D 3282. The sand shall be free of silt, clay, loam, friable or soluble materials, rocks, foreign material, debris, peat, roots, and organic material.
- B. Satisfactory backfill material shall be subsoil which is free from alkali, salt, petroleum products, roots, stones, rocks, and building debris. Excavated material from the site may be used if suitable and if free from deleterious matter, as approved by the Engineer. Gradation shall be suitable for compaction with a maximum of 5% passing the No. 200 sieve, unless otherwise required herein or on the drawings. Maximum particle size shall not exceed 3/4 inch. Backfill for rough grading from 1 foot above top of pipe may have maximum particle size of 3 inches in diameter.
- C. Unsatisfactory soil materials shall mean ASTM D 3282, Soil Classification Groups A-1, A-2, A-4, A-5, A-6, And A-7, highly organic soils, and soil materials of any classification that have a moisture content at the time of compaction beyond the range of 1 percentage point below and 3 percentage points above the optimum moisture content of the soil material as determined by moisture-density relations test.
- D. Gravel shall be well-graded crushed stone or crushed gravel meeting the requirements of ASTM D 448, Gradation No. 67 (3/4-inch to No. 4 sieve). Gravel shall be clean, washed, and free from roots or organic material. Material shall be well-rounded and shall not be limerock.

## 2.02 FINAL GRADING MATERIALS

- A. Suitable topsoil, where called for in the drawings and as specified, shall mean friable loamy surface soil suitable for use in grass planting. It occurs as a thin soil layer covering naturally well-drained land covered by a heavy growth of grass or which has been covered with a heavy growth of grass during the latest growing period before start of construction. In addition, the topsoil shall be reasonably free from subsoil, clay lumps, brush, objectionable weeds, and other litter, and shall be free from stones, stumps, and other objects larger than  $\frac{3}{4}$ " inches in any dimension, roots, and other objectionable material.
- B. Grassing shall be as specified in Section 02900, "Seeding and Sodding."

## 2.03 STRUCTURAL MATERIALS

Materials used for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, shall be in good serviceable condition. Any timber used shall be sound and free from large or loose knots. Timber and treatment shall conform to AWPAC1.

## PART 3-EXECUTION

### 3.01 PROTECTION

- A. The Contractor shall notify all utility companies/owners with facilities in the area at least 48 hours prior to beginning excavation. Before starting earthwork, accurately locate and record abandoned and active utility lines, rerouted or extended, on project record documents.
- B. Notify the Florida Department of Transportation 24 hours in advance of construction within their right-of-way.
- C. Do not interrupt existing utilities serving occupied facilities except when permitted, in writing, by the Owner.
- D. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer immediately for directions as to procedures. The Contractor is expected to cooperate with the Owner and the utility companies to keep respective services and facilities in operation. All damaged utilities shall be repaired to the satisfaction of the utility owner at the Contractor's expense.
- E. Maintain and protect, reroute, or abandon existing utility lines which pass through the work area as indicated on the drawings.
- F. Field conditions may necessitate slight alignment and grade elevation of the proposed utilities to avoid obstacles as required. The Contractor shall construct the proposed facilities to the required deviation as approved by the Engineer without increase in the contract price and time.
- G. Protect bench marks and existing structures, roads, sidewalks, monitoring wells, piezometers, paving, and curbs against damage from equipment, vehicular or foot traffic, settlement, lateral movement, undermining, and washout. The Contractor shall repair and

replace damage to existing facilities to equal or better than its original undamaged condition without cost to the Owner and to the approval of the Engineer.

- H. Contractor shall establish requirements for trench shoring and bracing to comply with laws, codes, and authorities having jurisdiction.
- I. Provide permanent steel sheet piling or pressure-treated timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent pipelines or structures. Cut off tops 2 feet below finished grade but no deeper than 1 foot above the top of the pipe and leave permanently in place.
- J. Do not brace sheeting against the pipe being laid. Sheeting shall be braced so that no concentrated load of horizontal thrust is transmitted to the pipe.
- K. Shoring and bracing in excavations shall be maintained for the entire length of time excavations will be open. Shoring and bracing shall be carried down with the excavation.
- L. Sheeting used to prevent lateral movement of soil shall be removed in accordance with the requirements.
- M. Untreated sheeting shall not be left in place beneath structures or pavements.
- N. Excavated materials suitable for backfill shall be piled in an orderly manner sufficiently distant from excavations to prevent overloading, slides, and cave-ins, and shall prevent obstruction of access ways and roadways.
- O. Underpin adjacent structure(s) which may be damaged by excavation work, including service lines.
- P. Notify Engineer of unexpected subsurface conditions and discontinue work in area until Engineer provides notification to resume work.
- Q. Excavations shall be done in ways that will prevent surface and subsurface water from flowing into excavations and will also prevent flooding of the site and surrounding area.
- R. Do not operate earth-moving equipment within 5 feet of walls of concrete structures for the purpose of depositing or compacting backfill material. Compact backfill adjacent to concrete walls with hand-operated tampers or similar equipment that will not damage the structure.
- S. Protect bottom of excavations and soil around and beneath foundations and slabs from frost, as required.
- T. Excavations are not to interfere with normal 45° bearing splay of any foundation, unless specifically required by the drawings.
- U. Excavations shall be barricaded and posted with warning signs for the safety of persons. Warning lights shall be provided during hours of darkness. Contractor shall provide and utilize traffic control, flagmen, warning devices, barriers, signage, etc., in accordance with FDOT and all other applicable regulatory requirements and conforming to the approved traffic safety plan.

- V. The Contractor shall at all times have sufficient quantity of shoring and sheeting materials available for the timely completion of the work.
- W. Any area that is not authorized for excavation shall be protected by the Contractor from damage. The Contractor shall have no claims for extra compensation for tunneling or boring in the vicinity of trees or other property that must be protected as specified herein or on the drawings.

### 3.02 TRENCHING AND EXCAVATION

- A. Prior to trenching and excavation, surface preparation including clearing and grubbing shall be performed as specified in Section 02110, "Site Preparation."
- B. All obstructions such as tree roots, stumps, debris, or other material shall be removed within trenches for piping, mechanical, and electrical service.
- C. Trenches shall be excavated so as to provide a minimum depth of cover of 30 inches, unless otherwise shown on the drawings or approved by the Engineer.
- D. Minimum width of unsheeted trenches or the minimum clear width of sheeted trenches in which pipe is to be laid shall be 18 inches. Sheetting requirements shall be independent of trench width. The maximum clear width at the top of the pipe or above the pipe will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures.
- E. Cut trenches sufficiently wide to enable proper installation of services and to allow for inspection. Trim and shape trench bottoms and leave free of irregularities, lumps, and projections. If rock or other unyielding material is encountered in the bottom of the trench, it shall be removed to a depth of 6 inches below bottom of trench grade, refilled with sand or gravel fill, and thoroughly compacted. Unstable or unsuitable material encountered in the bottom of the trench shall be undercut to firm bearing soils, replaced with sand fill, then thoroughly compacted.
- F. Side slopes of the trenches shall be as nearly vertical as practicable. Trenches in excess of 5 feet deep shall have the trench sides laid back to conform to OSHA requirements for trench safety. Alternatively, trenches deeper than 5 feet shall be shored and braced.
- G. Bottoms of the trenches shall be accurately graded to provide uniform bearing and support for each section of pipe on bedding at every point along its entire length except where it is necessary to excavate for bell holes and for proper sealing of pipe joints. Abrupt changes in grade of the trench bottom shall be avoided.
- H. Bell holes and depressions for joints shall be dug after the trench bottom has been graded to ensure that the pipe rests on the prepared bedding for as much of its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required to make the joint.
- I. The Contractor shall provide all necessary shoring, bracing, or other procedures as required to assure safe working conditions and to protect the excavations. The Contractor shall be required to fully comply with all applicable OSHA Excavation Safety Standards

and to abide by them as covered under the Florida Trench Safety Act (Laws of Florida 90-96), effective October 1, 1990. No separate payment will be made for any special procedure used in connection with the excavation.

- J. Care shall be taken not to over excavate except where necessary to remove unstable material, irregularities, lumps, rock, and projections. Unnecessary over excavation shall be replaced as specified at the Contractor's sole expense.
- K. Excavation carried below the grade lines shown or established by the Engineer shall be replaced with sand fill (refill) material as specified herein and compacted to at least 95% of Modified Proctor maximum dry density in accordance with ASTM D 1557, except under pavement and limerock where compaction shall be to at least 98%. Refill shall be installed in lifts not exceeding 6 inches, loose measurement. Cuts below grade shall be corrected by similarly cutting adjoining areas and creating a smooth transition.
- L. Trench excavations in surfaced areas shall be by open cut, unless otherwise shown. The pavement shall be cut by concrete saw or other approved method. Cuts shall be in straight lines parallel to the utility line location and shall be to a depth of at least one quarter of the pavement thickness. The remainder of the pavement shall be broken out. Ripping of pavement for trenches with excavation equipment will not be allowed.
- M. If work is stopped on an excavation and it is left open for an unreasonable length of time pending construction, the Engineer may order the excavation to be backfilled. If this occurs, it shall not be opened again until the Contractor is prepared to place the structure therein. If the Contractor does not backfill such an excavation after being ordered to do so by the Engineer, the Engineer shall perform said backfilling operations at the Contractor's expense.
- N. Excavations may be excavated and refilled either by hand or by machinery except where the Engineer decides that these operations should be performed by hand.
- O. Unless otherwise indicated, trenches for water and pressure sewer lines shall be graded to avoid high and low points that necessitate air release valves. Trenches for electrical conduit shall have vertical walls, unless otherwise approved by the Engineer, and the trench shall be only as wide as necessary for workers to install the conduit.
- P. Excavation for valves and similar appurtenances shall be sufficient to leave at least 12 inches in the clear between the outer surfaces and the embankment or timber used to hold and protect the walls.

### 3.03 REMOVAL OF UNSATISFACTORY SOIL MATERIALS

Areas of unsuitable soils, as specified herein and established by the Engineer, shall be undercut to competent soils and replaced with suitable sand fill as specified herein and compacted to a minimum of 95% of Modified Proctor maximum dry density in accordance to ASTM D 1557. Replacement sand fill shall be shaped to conform with the required elevation and grade.

### 3.04 CONCRETE ENCASEMENT

Concrete encasement shall be provided where indicated or where directed by the Engineer. For water and sewer utilities, the encasement shall be a minimum of 6 inches concrete all around the outside diameter of

the utility being encased. Electric conduit shall have a minimum of 3 inches concrete all around the conduit. Concrete shall conform to the requirements of Section 03300, "Concrete Construction."

### 3.05 BACKFILLING AND COMPACTION

- A. Trenches shall not be backfilled until required tests are performed and until the utilities systems, as installed, conform to the requirements for the installation of the various utilities and have been inspected and approved by the Engineer.
- B. Prior to backfilling, the trench bottom shall be compacted to at least 95% of Modified Proctor maximum dry density in accordance with ASTM D 1557 except under pavement and limerock where compaction shall be to at least 98%.
- C. Ensure areas to be backfilled, including trenches, are free of building debris, rubbish, and water.
- D. Where sheeting is pulled, withdrawal shall be in increments of not more than 1 foot and backfilling and compaction operations shall be carried on simultaneously with trench sheet pulling.
- E. Trenches improperly backfilled shall be reopened to the depth required for proper compaction, then refilled and compacted as specified, or the condition shall be otherwise corrected as directed.
- F. Pipeline trench bedding shall be sand fill or gravel, as specified herein, unless otherwise specified. Bedding shall be installed in lifts not exceeding 6 inches, loose measurement.
- G. The Contractor shall use special care in backfilling the area around piping extending from the top of bedding to 1 foot above the top of pipe so as to avoid injuring or moving the pipe. The backfill shall be thoroughly compacted by tamping, supplemented by "walking in" the material on each side of the pipe simultaneously.
- H. After each pipe has been brought to grade, aligned, and placed in final position, satisfactory fill material, as specified herein, shall be deposited and compacted under pipe haunches on each side of pipe to hold pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations. Haunching shall be installed in lifts not exceeding 4 inches, loose measurement. Haunching shall be brought up equally on both sides of the pipe to prevent lateral displacement.
- I. From the centerline of the pipe to 1 foot above the top of the pipe, the trench shall be backfilled with satisfactory fill material in lifts not exceeding 6 inches, loose measurement. All lifts shall be backfilled and compacted by hand tamping or mechanical tamping methods approved by the Engineer.
- J. From 1 foot above the top of pipe to finish grade, satisfactory backfill shall be installed in lifts not exceeding 12 inches, loose measurement, and shall be compacted by hand or mechanical tamping. Backfill shall be mounded slightly to allow for settlement.
- K. Each refill, bedding, haunching, and backfill layer, as specified herein, shall be compacted to at least 95% of Modified Proctor maximum dry density in accordance to ASTM D 1557 except under pavement and limerock where compaction shall be to at

least 98%. No puddling or flooding of trench shall be used for compaction. This excludes gravel bedding that shall be tamped after placement with four passes of a compactor acceptable to the Engineer.

- L. Place identification tape above the top of the water pipe as shown in the drawings. Place identification tape over the center of all piping.
- M. In unretained areas adjacent to filled and compacted areas, provide gradual slopes away from filled areas to existing grade with subsoil. Backfill systematically and as early as possible to allow maximum time for natural settlement and compaction.
- N. Backfill electric utility line trenches with sand for minimum 30 inch cover over the conduit. Underground conduit installed under a roadway (paved or unpaved) shall be embedded in concrete as specified herein. Fill the remainder of the trenches with backfill and compact as herein specified.
- O. Backfill for trenches through roadway areas shall be as specified on the drawings, with all materials provided by the Contractor.
- P. All areas within the limits of work shall be uniformly regraded, leveled with topsoil with slight mounding for settlement, and grassed as specified, in Section 02900, "Seeding and Sodding."
- Q. Where the trench is excavated in rock, a combined minimum of 12 inches of sand or gravel refill and bedding material shall be placed on the rock surface as shown before laying conduit or electrical cable.

### 3.06 COMPACTION - GENERAL

- A. Compact all materials by hand or mechanical means. Flooding or jetting will not be permitted. If compaction tests indicate that compaction or moisture content is not as specified, material placement shall be terminated and corrective action shall be taken by the Contractor prior to continued placement.
- B. During all compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of fill. Uniformly maintain moisture content throughout the lift. Add water to the material at the site of excavation when practicable. Supplement, if required, by sprinkling the fill. At the time of compaction, the water content of the material shall be at optimum moisture content as determined by ASTM D 1557, or within 1 percentage point below or 3 percentage points above the optimum moisture content.
- C. Do not attempt to compact fill material that contains excessive moisture. The Contractor shall perform all work necessary to provide and compact soil within the moisture content specified. This work includes aerating material by blading, discing, harrowing, or other methods or replacement as necessary with satisfactory soil material.

### 3.07 FINAL GRADING AND SEEDING

- A. After the completion of construction, the entire area within the limits shown on the drawings shall be graded to the finished elevations shown on the drawings. All final



grading shall be smooth, uniform, and continuous between the proposed elevations shown on the drawings with allowances for topsoil as required. All site areas disturbed by construction operations, as well as those designated, shall be graded. All areas disturbed during construction shall be grassed.

- B. Slopes shall be free of all exposed roots and stones exceeding 3 inches in diameter. In general, tops of slopes shall be rounded to circular curves with not less than 6-foot radius. Rounded surfaces shall be neatly and smoothly trimmed.
- C. Finished site grading will be reviewed by the Engineer for acceptance. The ground shall be left free of trash, rocks, rubbish, and clods. Areas to be grassed shall be grassed in accordance with Section 02900, "Seeding and Sodding." Seeded areas shall be protected from foot or vehicular traffic during the time period in which the grass is being established.
- D. The finished surface of areas to be grassed shall be not more than 0.10-foot above or below the specified finish elevations.
- E. The surface of areas under pavement and limerock shall be shaped to line, grade, and cross section, and the finished surface shall be not more than 1/2-inch above or below the specified finish elevations.
- F. Newly graded areas shall be protected from traffic and erosion and shall be maintained free of trash or debris.
- G. Where approved graded areas are disturbed by subsequent construction operations or adverse weather, the surface shall be regraded and grassed as specified prior to further construction.

### 3.08 CLASSIFICATION AND STORAGE OF EXCAVATED SOILS AND SURPLUS MATERIALS

- A. Excavated and surplus soils materials from within the Project boundary shall be stockpiled in the areas approved by the Owner. Excavated soils shall be tested, classified (e.g., sands, backfill, topsoils, unsuitable soils), and separated into individual stockpiles. The separated materials, if suitable, shall be used as called for in the drawings and specifications. The Contractor shall ensure no runoff from this area will be allowed to enter any adjacent wetland, or impact construction.
- B. All excavated materials remaining upon completion of the Project shall remain the property as of the Owner and shall be delivered to a storage site as directed by the Owner. (Approximately 5 miles).

### 3.09 DEWATERING

- A. Good drainage shall be maintained at all times with surface drainage directed away from excavated areas including trenches. The Contractor shall also prevent water from running into adjacent properties or public thoroughfares as a result of construction activities.

- B. Water shall not be permitted to accumulate in excavations. Dewatering systems shall be provided by the Contractor to convey water away from excavations. Dewatering systems and methods of disposal shall be approved by the Engineer. Water removal from excavations shall be conveyed to approved collecting or runoff areas. Trench excavations for utilities shall not be used for temporary drainage ditches.

### 3.10 ABANDONMENT OF EXISTING PIPELINES AND UTILITIES

Existing abandoned underground piping, utilities, drain fields, and foundations shall be demolished and completely removed from the trench excavation and as otherwise required by the drawings and specifications.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02510

PAVING

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the work necessary to provide for the construction of all roadways, curb and gutter, sidewalks, and driveways.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. The latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control as specified herein with exceptions, as noted herein.
- C. Other related specifications contained herein are as listed below.
  - 1. Section 02110, Site Preparation
  - 2. Section 03300, Concrete Construction
  - 3. Section 03400, Precast Concrete Construction

1.03 REFERENCES

- A. The latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) and Roadway and Traffic Design Standards shall be referred to for construction, workmanship, and quality control as specified herein with exceptions as noted herein.
- B. Reference standards and recommended practices referred to herein shall be the latest revision of any such document. Standards referenced herein are listed below.

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

ASTM D 1556	Test Method for Density of Soil In Place by the Sand-Cone Method
ASTM D 1557	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort

ASTM D 2922 Test Methods for Density of Soil and Soil Aggregate In Place by Nuclear Methods (Shallow Depth).

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA METHODS (FM)

FM 5-515 Florida Method of Test for Limerock Bearing Ratio

#### 1.04 SUBMITTALS

- A. Crushed Concrete Base material submittal is to be made to include liquid limit, plastic index, gradation, certification regarding deleterious material, limerock bearing ratio (LBR), and other information as required to indicate performance with the specifications. Soil Cement Base is an acceptable substitute for Crushed Concrete Base.
- B. Information regarding asphaltic concrete materials and mix shall be submitted as required by the referenced FDOT specifications.

#### 1.05 QUALITY CONTROL AND TESTING

- A. Field densities shall be performed as directed by the Engineer and determined as follows: stabilized subgrade and limerock base course densities shall be determined on intervals not to exceed 500 feet or 2 per installation.
- B. Line and grade shall be field-checked on intervals not to exceed 100 feet. Such checking shall apply to all improvements made within the limits of construction. Line and grade tolerance shall be as previously set forth (FDOT Section 120-11).
- C. Depth and width of stabilization and/or limerock shall be field-checked at intervals not to exceed 100 feet or 2 per installation.
- D. The Engineer may require additional testing as deemed necessary. Interpretation of test results shall be done by the Engineer, and remedial work shall be performed by the Contractor, as directed by the Engineer. The Contractor shall provide labor to the Engineer for aid in performing tests and/or checking line and grade at no additional cost to the Owner.
- E. Laboratory Maximum Dry Density of soil mixtures at optimum moisture shall be determined by ASTM D1557 for road subgrade and base course.
- F. Field density of stabilized subgrade and soils or soil mixtures in fill or backfill shall be determined by ASTM D1556 or Nuclear Method D 2922.
- G. Bearing value of stabilized subgrade shall be determined by the methods required for determining limerock bearing ratio (LBR) according to the Florida Department of Transportation, Standard Specification. Stabilized subgrade and shoulder LBR tests shall be performed at intervals not to exceed 500 feet or a minimum of one LBR test for each discontinuous construction area and change of material.
- H. The Contractor shall retain an independent testing agency, as approved by the Engineer, to perform all tests. The Engineer shall have sole responsibility for interpretation of all

test results. The cost of all retests due to failure to achieve specified requirements will be borne by the Contractor.

#### 1.06 SUBSURFACE INVESTIGATION

- A. The Contractor shall adequately investigate the subsurface conditions to familiarize themselves with local soil types and ground water elevations.

### PART 2-PRODUCTS

#### 2.01 STABILIZING

The following sections of the Standard Specifications shall apply:

- A. Section 160-1, Description
- B. Section 160-2, Stabilized Subgrade
- C. Section 160-4, Materials

#### 2.02 SOIL-CEMENT COURSES (Substitute for Crushed Concrete Base)

The following sections of the Standard Specifications shall apply:

- A. Section 270-1, Description
- B. Section 270-2, Materials

#### 2.03 PRIME AND TACK COAT FOR BASE COURSES

The following sections of the Standard Specifications shall apply:

- A. Section 300-1, Description
- B. Section 300-2, Materials

#### 2.04 ASPHALTIC CONCRETE

The following sections of the Standard Specifications shall apply for Type III:

- A. Section 333-1, Description
- B. Section 333-2, Materials
- C. Section 333-3, General Composition of Mixture
- D. Section 333-4, Job Mix Formula
- E. Section 333-5, Contractor's Quality Control
- F. Section 333-6, Acceptance of the Mixture

#### 2.05 CONCRETE DRIVEWAYS

The following sections of the Standard Specifications shall apply:

- A. Section 522-1, Description
- B. Section 522-2, Materials
- C. Section 102-6, Commercial Materials for Driveway Maintenance

#### 2.06 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

The following sections of the Standard Specifications shall apply:

- A. Section 711-1, Description
- B. Section 711-2, Materials

## 2.07 HIGHWAY SIGNING

The following sections of the Standard Specifications shall apply:

- A. Section 700-1, Description
- B. Section 700-3, Materials

## PART 3-EXECUTION

### 3.01 EXCAVATION AND EMBANKMENT

- A. The following sections of the Standard Specifications shall apply:

1. Section 120-1, Description
2. Section 120-2, Classifications of Excavation
3. Section 120-3, Preliminary Soils Investigation
4. Section 120-4, Removal of Unsuitable Materials and Existing Roads
5. Section 120-5, Disposal of Surplus and Unsuitable Material
6. Section 120-6.1, Authorization for Use of Borrow
7. Section 120-7, Materials for Embankment
8. Section 120-8, Embankment Construction
9. Section 120-9, Compaction Requirements
10. Section 120-10, Maintenance and Protection of Work
11. Section 120-11, Final Dressing

- B. Exceptions

1. Section 120-4.1, Subsoil Excavation: Unsuitable soils shall be as specified in Section 02225, "Excavating, Backfilling, and Compacting for Utilities."
2. Section 120-4.2: Where removal of existing pavement is called for, it shall be removed to the full depth as indicated in the cross-sections and replaced with new asphalt base course and paving or other treatment in accordance with the drawings and details.
3. Section 120-5.3: Disposal of muck on side slopes shall not apply.

4. Section 120-9.2.1: Laboratory maximum dry density shall be determined by Modified Proctor, ASTM D1557. Field densities shall be determined by ASTM D1556 or Nuclear Method D 2922. All embankments shall be compacted to not less than 95% of the maximum dry density, as determined by modified Proctor, ASTM D1557.
5. Section 120-11.2 Construction Tolerances: No tolerance greater than 0.1 foot above or below the plan cross-section will be allowed.

### 3.02 STABILIZING

A. The following sections of the Standard Specifications shall apply:

1. Section 160-1, Description
2. Section 160-2, Stabilized Subgrade
3. Section 160-3, Stabilized Subbase
4. Section 160-4, Materials
5. Section 160-5, Construction Methods
6. Section 160-6, Stabilized Subbase (additional strengthening of upper portion)
7. Section 160-7, Bearing Value Requirements
8. Section 160-8, Density Requirements

B. Exceptions

1. Contractor shall stabilize road bed to a minimum depth of 12 inches as shown on the drawings.
2. Section 160-7.2, No under tolerance will be acceptable.

### 3.03 LIMEROCK BEARING RATIO AND DENSITIES

- A. Stabilized finish grade and stabilized shoulders shall have a minimum Limerock Bearing Ratio (LBR) value of 40.
- B. Field density of stabilized finished grade shall be a minimum of 98% of the Modified Proctor maximum dry density per ASTM D1557 to a minimum depth of 12 inches as shown on the drawings.

### 3.04 SOIL-CEMENT COURSES

A. The following sections of the Standard Specifications shall apply:

1. Section 270-3 through 270-5

B. Exceptions

1. Thickness of base shall be measured at intervals not to exceed 100 feet or 2 per installation, whichever is greater.

### 3.05 PRIME AND TACK COATS

The following sections of the Standard Specifications shall apply:

- A. Section 300-3, Equipment
- B. Section 300-4, Cleaning Base and Protection of Adjacent Work
- C. Section 300-5, Weather Limitations
- D. Section 300-6, Application of Prime Coat
- E. Section 300-7, Application of Tack Coat

### 3.06 ASPHALTIC CONCRETE

The following sections of the Standard Specifications shall apply for the Type III:

- A. Section 320-6, Paving Equipment
- B. Section 330, Hot Bituminous mixtures, General Construction Requirements

### 3.07 CONCRETE DRIVEWAYS

- A. All concrete driveways shall be in accordance with Sections 522 and 102-6 of the current DOT specifications. The minimum thickness of the driveways shall be 6" inches.
- B. All driveways shall be constructed on a suitable soil foundation compacted to at least 98% of the maximum dry density as determined by Modified Proctor, ASTM D1557 to a depth of 14 inches below the bottom driveways.
- C. All driveways shall be given a light broom finish. The edges of the driveway shall be carefully finished with an edging tool having a radius of ½ inch.

### 3.08 PAVEMENT REPAIR

- A. All damage to pavement as a result of work under this contract shall be repaired in a manner satisfactory to the Engineer by, and at the expense of, the Contractor. Pavement shall be repaired to match the original surface material and original grade. However, the asphalt concrete thickness shall not be less than 1 inch. The repair shall include the preparation of the subgrade, the placing and compacting of the limerock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

### 3.11 JOINTS

- A. General pavement joints within driveways and roadways, and where specified or directed by the Engineer, shall be mechanically sawed butt joints. The edges of asphalt pavement shall be trimmed to straight lines which a roller can follow.
- B. Driveways



1. Control joints shall be provided at intervals not exceeding the width of the sidewalk and may be either of the open type or sawed.
2. Expansion joints shall be provided between all sidewalk, driveways, slabs, pads, and other fixed objects, and at all sidewalk intersections. Expansion joints shall be ½ inch in width, formed with a preformed joint filler.

### 3.12 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

A. The following sections of the Standard Specifications shall apply:

1. Section 711-3, Equipment
2. Section 711-4, Application
3. Section 711-5, Packaging
4. Section 711-6, Protection of Newly Applied Stripes and of Traffic
5. Section 711-7, Acceptance of Work
6. Section 711-8, Certification of Tests

### 3.13 HIGHWAY SIGNING

A. The following sections of the Standard Specifications shall apply:

1. Section 700-8, Footings for Signs, Posts and Supports

### 3.14 ADJUSTMENTS OF MANHOLE FRAMES & COVERS AND VALVE BOXES & COVERS

Prior to placement of leveling course or asphalt surface on any areas which are to be overlaid or area of new roadway, all manhole frames & covers and valve boxes & covers shall be adjusted to the proper elevation to assure that a smooth surface is provided.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02710

PIPEWORK, STORM SEWER

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the work necessary to provide for the construction of a stormwater collection system. This work shall include the installation of the pipe, catch basins, inlets, manholes, etc., as may be required to complete the work as indicated in the plans.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. The latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control as specified herein with exceptions, as noted herein.
- C. Other related specifications contained herein are as listed below.
  - 1. Section 02110, Site Preparation
  - 2. Section 03300, Concrete Construction
  - 3. Section 03400, Precast Concrete Construction

1.03 REFERENCES

- A. The latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) and Roadway and Traffic Design Standards shall be referred to for construction, workmanship, and quality control as specified herein with exceptions as noted herein.
- B. Reference standards and recommended practices referred to herein shall be the latest revision of any such document. Standards referenced herein are listed below.

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

- |           |  |
|-----------|--|
| ASTM C 31 | Methods of Making and Curing Concrete Test Specimens in the Field.   |
| ASTM C 32 | Specification for Sewer and Manhole Brick (Made from Clay or Shale). |

ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 76	Specification for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
ASTM C 144	Specification for Aggregate for Masonry Mortar.
ASTM C 150	Specification for Portland Cement.
ASTM C 443	Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
ASTM C 478	Specification for Precast Reinforced Concrete Manhole Sections.
ASTM C 508	Specification for Perforation Requirements
ASTM F 758	Specification for Polyvinylchloride Pipe and Fittings

Florida Department of Transportation, 1991 (FDOT) Standard Specifications:

FDOT 430	Pipe Culverts and Storm Sewers.
FDOT 440	Underdrains.
FDOT 514	Plastic Filter Fabric (Geotextile).
FDOT 901	Course Aggregate.
FDOT 902	Fine Aggregate.
FDOT 921	Portland Cement.
FDOT 941	Concrete Pipe (For Culvert and Underdrains).
FDOT 948	Miscellaneous Types of Pipe.
FDOT 985	Geotextile Fabrics (Plastic Filter Fabric)

Federal Specifications (FSS):

FSS-SS-S-210A	Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints.
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American Association of State Highway and Transportation Officials (AASHTO) Standards:

AASHTO T-99-74	The Moisture-Density Relations of Soils Using a 5.5 lb. [2.5 Kg] Runner and a 12-in. [305 mm] Drop.
AASHTO M252	Corrugated Polyethylene Smooth Interior Pipe

#### 1.04 SUBMITTALS

- A. Shop Drawings: The Contractor shall submit manufacturer's descriptive literature including installation and maintenance instructions to the Engineer for approval.
- B. Certifications: The Contractor shall submit certifications from the pertinent suppliers that all pipe, catch basins, manholes, inlets, and appurtenances, have been inspected by the manufacturer and meet the requirements of this specification.

### PART 2-PRODUCTS

Contractor shall provide all new materials free from defects impairing strength and durability and of the best commercial quality for the purpose specified. All materials shall have structural properties sufficient to safely sustain or withstand strains and stresses which they will be normally subjected to and be true to detail.

#### 2.01 PIPE AND JOINTS

- A. Pipe: Shall conform to ASTM C 76, Class III, Wall B, unless otherwise shown on the plans, or modified by Section 941 of the FDOT Specifications. Provide bell and spigot type pipe with a single O-ring rubber gasket joint.
- B. Joint: Shall consist of an O-ring meeting ASTM C 443. Provide gasket of such sectional area and perimeter that will properly fit the space provided in the pipe joint in which it is to be used.
- C. Filter Fabric: Shall conform to FDOT Section 985.

#### 2.02 INLETS, MANHOLES AND JUNCTION BOXES

- A. Brick: Shall conform to ASTM C 32. Brick shall be sound, hard, uniformly burned, regular and uniform in shape and size and of compact texture. Grade shall be MS.
- B. Cement: Shall be Portland type meeting ASTM C 150, Type I or Type II. Approved: Atlas; Florida; Lehigh; or equal.
- C. Sand: Washed silica sand meeting ASTM C 144.
- D. Concrete: Concrete is specified in the concrete section of these specifications.
- E. Mortar: Shall consist of one part cement and two parts sand.
- F. Precast Concrete Structures: At the Contractor's option, precast concrete structures may be substituted for the concrete structures as shown on the drawings. The sections shall meet the requirements of ASTM C 478. Rings shall be custom made with openings to meet indicated pipe alignment conditions and invert elevations.
- G. Inlet Grates, Manhole Frames and Covers: Shall conform to ASTM A 48, Class 30, or Grade 60-45-10 Ductile Iron, meeting the requirements of ASTM A 536. Provide indented pattern lids with lettering as shown on the drawings. Machine or grind frames and lids at touching surfaces to provide firm seats and prevent rocking. Remove and

replace any set not matched perfectly. Inlet grates, manhole frames and covers shall be designed to withstand an HS20-44 loading as defined in AASHTO Specifications.

### PART 3-EXECUTION

#### 3.01 PIPE INSTALLATION:

A. Install all pipe work meeting the following requirements for the various types and classes of pipe. Lay all storm sewer pipes using a laser alignment device specially designed for this purpose. Lay pipe up-grade, beginning at the lower end of the sewer, with pipe bell ends up-grade. Exercise extreme care to keep the pipe in exact alignment and elevation. Minor changes, if approved by the Engineer, in the alignment but not the grade will be permitted to avoid unforeseen underground facilities, provided that straight alignment can be maintained between manholes.

#### B. Laying Pipe:

Take all necessary precautions to prevent the entrance of mud, sand or other obstructing matter into the pipelines. Lay pipe on an unyielding foundation with uniform bearing under the full length of the pipe barrel. Excavate for pipe bells and carefully lay pipe true to line and grade. Make adjustments to line and grade by scraping away or filling in under the pipe barrel and not by wedging or blocking up any portion of the pipe. Abut the spigot end of each pipe against base of socket of adjacent pipe in such a manner that there will be no unevenness of any kind along the bottom halves of the joined pipes. Perform sufficient backfill, immediately after the pipe has been jointed and inspected, to protect the pipe adequately from injury and/or movement. At the close of each day's work, and at other times when pipe is not being laid, protect the end of the pipe with a close-fitting stopper approved by the Engineer. Replace all defective pipe with sound pipe. Upon completion, lines shall be straight, true to grade, and show a full circle of light when lamped between manholes.

#### C. Joints:

All joints shall conform to the requirements of this specification and the manufacturer's printed instructions approved for the type of joint installed. All joints shall be wrapped with filter fabric in accordance with FDOT Standard Index No. 280 and Section 514 of the FDOT Specifications.

#### 3.02 STRUCTURES CONSTRUCTION:

A. Brickwork: Wet brick before laying. Set true to line with courses plumb. Use no mortar that has begun to set. Lay bricks radially as headers, with every sixth course laid as stretchers. The side of each brick shall be buttered and shoved (not laid) in a full bed of mortar. Horizontal joints shall not be greater than ½-inch thick. Fill longitudinal and transverse joints completely in each course before starting the next course. Joints shall be struck flush and the interior and exterior of the manhole plastered with ½-inch thick coat of mortar to leave a dense, smooth finish, completely watertight.

- B. Inverts: Form storm sewer pipe or mortar and brick to provide a smooth flowing channel of the shape and size of the storm sewer to which it connects.
1. Straight Run Structures: Shape inverts while structures are under construction. Construct inverts to shape and size of pipe indicated.
  2. Junction Structures: Shape inverts while structures are under construction. Construct invert to exact shape and size of pipe indicated. All inverts shall follow grades of pipes entering structures. Provide a true curve of the largest radius possible for changes in direction of storm sewers and entering branches.
- C. Precast Concrete Structure Installation: Set precast concrete sections in vertical and in true alignment. Install O-ring rubber gasket in the recess in the base of previously set section or prime and seal joint surface with premolded plastic Joint Sealer equal to "RAM-NEK", or equal.
- D. Mortaring: Completely plug and fill all holes in sections where provided for handling and the annular space between the wall and entering pipes, with mortar used for brick work. Finish mortar smooth and flush with the adjoining exterior and interior manhole wall surfaces. Paint in and out as required.
- E. Grade Adjustment: Construct brick masonry on top of manhole slabs and precast concrete manhole cones as shown to provide adjustment for setting manhole frames to grade.
- F. Setting Structure Frames: Set structure frames and lids to conform accurately to the finished ground or pavement as shown on the drawings or as directed by the Engineer. Set frames on structure concentric with the masonry and in a full bed of mortar so that the space between the top of the structure masonry and the bottom flanges of the frame shall be completely filled and made watertight. Place a ring of mortar around the outside of the bottom flange at least 1 inch thick and pitched to shed water away from the frame. Extend mortar to the outer edge of the masonry and finish smooth and flush to the top of the frame.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02760

PIPEWORK, WATER DISTRIBUTION/REUSE

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the work necessary to provide for the construction of a water distribution system. This work shall include the installation of all potable water mains and reuse mains, valves, services, fittings, and appurtenances as may be required to complete the work as indicated in the plans.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. Other related specifications contained herein are as listed below.
  - 1. Section 02110, Site Preparation
  - 2. Section 03300, Concrete Construction
  - 3. Section 03400, Precast Concrete Construction

1.03 REFERENCES

- A. The latest edition of the City of Palmetto Codes and Ordinances shall be referred to for construction, workmanship, and quality control as specified herein with exceptions as noted herein.
- B. Reference standards and recommended practices referred to herein shall be the latest revision of any such document. Standards referenced herein are listed below.

American Society of Testing and Materials (ASTM):

ASTM 126	Specification for Gray Iron Casting for Valves, Flanges and Pipe Fittings.
ASTM A 242	Specification for High-Strength Low-Alloy Structural Steel.
ASTM A 536	Specification for Ductile-Iron Castings.
ASTM A 674	Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings.

ASTM D 1330	Specification for Rubber-Sheet Gaskets.
ASTM D 1784	Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
ASTM D 1785	Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120.
ASTM D 2241	Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-series).
ASTM D 2466	Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
ASTM D 2564	Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
ASTM D 2581	Specification for Polybutylene (PB) Plastics Molding and Extrusion Materials.
ASTM D 2666	Specification for Polybutylene (PB) Plastic Tubing.
ASTM D 2774	Recommended Practice for Underground Installation of Thermoplastic Pressure Piping.
ASTM D 2855	Recommended Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

American National Standards Institute, Inc. (ANSI) Standards:

ANSI A21.4/AWWA C104	Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water
ANSI A21.10/AWWA C110	Gray-Iron and Ductile-Iron Fittings, 3 in. through 48 in. for Water and Other Liquids.
ANSI A21.11/AWWA C111	Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
ANSI A21.50/AWWA C150	Thickness Design of Ductile Iron Pipe.
ANSI A21.51/AWWA C151	Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds for Water or Other Liquids.
ANSI A21.53/AWWA C153	Ductile-Iron Compact Fittings, 3 in. through 12 in., for Water and Other Liquids.
ANSI B16.1-75	Cast Iron Pipe. Flanges and Flanged Fittings, Class 25, 125, 250 and 800.



American Water Work Association (AWWA) Standards:

AWWA C502	Dry-Barrel Fire Hydrants.
AWWA C504	Rubber-Seated Butterfly Valves.
AWWA C509	Resilient-Seated Gate Valves, 3 in. through 12 in. NPS, for Water Systems.
AWWA C600	Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances.
AWWA C601	Disinfecting Water Mains.
AWWA C800	Underground Service Line Valves and Fittings.
AWWA C900	Poly Vinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in. for Water.

Federal Specifications and Standards (FSS):

FSS WW-P-4231D	Joints, Pipe and Fittings.
FSS WW-V-54D	Valve, Gate, Bronze (125,150 and 200 Pound, Threaded end, Flange End, Solder Ends, and Brazed End, for Land Use).

1.04 SUBMITTALS

- A. Shop Drawings: The Contractor shall submit manufacturer's descriptive literature including installation and maintenance instructions to the Engineer for approval.

PART 2-PRODUCTS

Contractor shall provide all new materials free from defects impairing strength and durability and of the best commercial quality for the purpose specified. All materials shall have structural properties sufficient to safely sustain or withstand strains and stresses which they will be normally subjected to and be true to detail.

2.01 PIPE

- A. Ductile Iron: Pipe shall be manufactured in accordance with ANSI A 21.50/AWWA C150 and ANSI A 21.51/AWWA C151. The thickness of the pipe shall be based on Type 2 Laying Conditions using Table 51.1 as specified in ANSI A 21.51/AWWA C151. Thickness design of Ductile Iron Pipe is specified in ANSI A 21.50/AWWA C150.

1. Joints:

- a. Mechanical: Shall conform to WWP-421C, Type III, ANSI 21.6/AWWA C106, or ANSI 21.51/AWWA C151, ANSI A 21.11/AWWA C111, Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
  - b. Push-on: Shall conform to WWP-421C, Type II, ANSI 21.6/AWWA C106, or ANSI 21.51/AWWA C151, and ANSI A21.11/AWWA C111, Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings. Single gasket push-on type.
  - c. Flanged: Shall conform to ANSI 21.10/AWWA C110, ANSI 21.15/AWWA C115, or ANSI Standard Specification B16.1, Ductile Iron Pipe Flanges and Flanged Fittings, 25, 125, 250 and 800 pounds. Screwed-on flanges, faced and drilled to ANSI Class 125-pound template. Provide 1/16-inch full face gaskets of red sheet rubber meeting the requirements of Grade I, Table I of ASTM Specification D 1330, Sheet Rubber Gaskets or Flange-Tyte Gaskets, as manufactured by U.S. Pipe and Foundry Company.
  - d. Restrained: Shall be manufacturer's standard.
  - e. Joint Schedule - Ductile Iron:
    - (1) Flanged: Use above ground or in vault.
    - (2) Mechanical or Push-On: Use on buried pipe.
2. Fittings: Fittings shall be ductile iron, Class 350 (sizes 3-inch - 24-inch) and Class 250 (sizes 30-inch and larger) in accordance with ANSI A21.10. Lining and coating shall be the same as specified for the pipe. Cast iron fittings will not be permitted. Fittings 3-inch through 12-inch shall be made from Grade 70-50-05 ductile iron in accordance with ANSI A21.53/AWWA C153.
- a. Mechanical: Conform to ANSI A21.10/AWWA C110, and ANSI 21.11/AWWA C111.
  - b. Push-On: Conform to ANSI A21.10/AWWA C110 and ANSI A21.11/AWWA C111.
  - c. Flanged: Conform to ANSI B16.1, and ANSI 21.15/AWWA C115.
3. Lining: Shall conform to ANSI A21.4/AWWA C104, Cement Mortar Lining for Cast Iron Pipe and Fittings for Water.
4. Exterior Coating: Piping exterior shall be bituminous or an asphaltic coating meeting the requirements of the pipe manufacturer's specifications and ANSI A21.10/AWWA C110.
- B. Polyvinyl Chloride (PVC) Pipe: Pipe and fittings shall conform to the requirements of AWWA C900. Pipe shall be PVC 1120 pressure pipe, made from Class 12454-A or Class 12454-B material, conforming to cast iron O.D. dimensions. Pipe shall be Class

150, 150 psi working pressure rating, having DR of 18. Pipe and fittings will be acceptable only if approved by the National Sanitation Foundation. Provide a certificate from the pipe manufacturer stating that the plastic materials furnished are currently approved by the National Sanitation Foundation and that the manufacturer has an unrevoked listing with trade name or designation of produce or products in the current or most recent issue of the NSF Bulletin, "Seal of Approval Listing of Plastic Materials, Pipe, Fittings and Appurtenances for Potable Water Supplies."

1. Joints: Manufacturer's standard bell with rubber sealing ring.
  2. Fittings: Same as specified for ductile iron pipe.
  3. Nonmetallic Marking Tape: Install continuous marking tape approximately one foot above and on line with all nonmetallic pressure piping. Marking tape shall be "Extra-Stretch" marking tape equal to Allen Marking Tape, Allen Systems; Terra Tape, Division Reef Industries. Extra-Stretch marking tape shall consist of 6 ply of a copolymer film bonded together without the use of adhesives, specifically formulated for prolonged use underground. It shall be highly resistant to alkalis, acids, and other destructive agents found in the soil. Extra Stretch tape shall have a minimum thickness of 6 mils, minimum tensile strength of 80 lbs. per 3" width strip, and a minimum elongation of 600%. Tape shall bear a continuous printed message repeated every 16 to 36 inches warning of the installation buried below. Installation instructions for the tape shall be printed with each message along the entire length.
  4. Color: Potable system - blue; Reuse system - purple
- C. Harnessed or Tied Pipe: Provide at all fittings where unbalanced reactions occur. Furnish pipe with restrained joints as specified below.
1. Ductile Iron Pipe:
    - a. Grind and fit locked type mechanical joint pipe with a solid ring gland to provide a positive lock against end separation. Provide bolts, nuts and washers of high strength, low alloy, corrosion-resistant steel meeting the requirements of ASTM A 242, Specification for High Strength Mechanical Lock Joint Pipe, as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, or equal, provided it is manufactured to meet the above pressure and factor of safety requirements.
    - b. Provide standard ductile iron push-on joint pipe as previously specified, similar to Fastite, Tyton, Belltite, or equal, except with a flange cast integrally on the bell so that bolts may be used to connect to a ductile iron gland which shall be bronze welded to the spigot end of the adjacent pipe. Perform welding in a manner that will not alter the specified characteristics of the ductile iron pipe. Design joints to withstand thrust produced by 150 psi internal pressure with a safety factor of 2 to 1. Provide bolts, nuts and washers of high strength, low alloy, corrosion-resistant steel meeting the requirements of ASTM A 242, Specification

for High Strength Low Alloy Structural Steel, COR-TEN or equal. Other approved methods will be accepted.

2. PVC Pipe: Restrainers shall be Series 1300 Cor Series 1350C by Uni-Flange Corporation, Series 500 or Series 1500 by EBBA Iron, or equal. The length of restrained pipe required for various bends is scheduled on the drawings.

## 2.02 VALVES

- A. Valves: Provide valves meeting the following requirements: (1) Connections fitting the joint specified, indicated and/or required for the piping; (2) Rated for not less than 150 psi cold water, nonshock service, unless specified otherwise herein; and (3) Turn to the left to open. Provide valve boxes extensions, and appurtenances with all buried valves. Submit complete valve schedule showing type, use and location, with valve shop drawings, for approval before installation.
- B. Gate Valves:
  1. Smaller than Three Inches: Shall conform to Federal Specification FSS WW-V-54D, Type III, Class B, equipped with 2" inch square wrenchnut, unless shown or required otherwise.
  2. Three Inches Through 12 Inches: Shall conform to AWWA 509. Valve shall be iron body, nonrising bronze stem resilient seated type, manufactured to equal or exceed all applicable AWWA Standards. Valves shall have a minimum working water pressure rating of 200 psi; shall open left and be provided with 2-inch square wrench nuts, end connections furnished with all necessary joint materials. Valve shall have a full opening flow way of equal diameter of the nominal size of connecting pipe. Valve body, bonnet, stuffing box and disc castings shall be manufactured of ASTM A 126, Class B Gray Iron. All internal ferrous metal surfaces shall be fully coated, with an approved high solids polyamide/bisphenol resin epoxy enamel coating system to resist corrosion or tuberculation buildup. The sealing mechanism shall provide zero leakage at working water pressures up through 200 psi with flow in either direction. Approved: Mueller Company; American Darling; or equal.
- C. Butterfly Valves:
  1. Shall conform to AWWA Standard C504, Class 150B. The body shall be cast iron meeting ASTM A 126, Grade B. A stainless steel seat, Type 304, shall be mechanically retained and sealed in the body of the valve, unless approved otherwise. The disc shall be ductile iron meeting ASTM A 536, Grade 65412, and shall be fitted with stainless steel, Type 304, retaining ring and cap screws passing through the rubber seat. The rubber disc seat shall be adjustable or replaceable in the field. The valve shaft shall be stainless steel, Type 304, one- or two-piece unit construction. Valve operators shall be a 2-inch square nut and shall be of the worm gear type, fully enclosed, fully gasketed with grease-packed operators, provide "T" socket wrench operators and operating extensions with guides as required. Approved: American Darling Class 150, Mueller Line Seal III, Pratt "Groundhog"; or equal. Coating and Lining shall be same as specified for Gate Valves, Paragraph 2.02.B.2.

- D. Tapping Valves, Sleeves, and Saddles:
1. Tapping Valves: Shall conform to AWWA C509. The body shall be cast iron. The valve shall consist of a ductile iron wedge disc with solid guide lugs; a resilient rubber seat ring; a nonrising bronze stem; O-ring seals; thermoplastic anti-friction washer and a fully epoxy-coated interior on all parts which come in contact with the water except the stem. The valve shall be operated by 2-inch square operating nuts. Approved: Mueller Company H-667, or equal.
  2. Tapping Sleeves: Solid cast iron body with Class 125 outlet flange. Approved: Mueller Company H-615, or equal.
  3. Service saddles: For 1" to 2" service taps, shall be constructed of brass utilizing double strap mounts, per ASTM B-62 and AWWA C-800. Approved: Ford 202B with iron pipe threads, Mueller BRZB with iron pipe threads or equal.
- E. Cut-In Sleeves: Solid cast iron body with duck-tipped rubber gaskets. Approved: Mueller Company H-840, or equal.
- F. Valve Boxes: Provide valve boxes for all operating, buried valves. Cast iron, three-piece screw extension stem type, with cover and flared base to suit valve furnished. Cover shall be marked "Water" for potable water system, and "reuse", for reuse water system and have purple color on top. Approved: Clow Corporation, F-2450; M&H, E-3002; Mueller Company, H-10357, or equal.
- G. Fire Hydrants: Shall conform to AWWA C 502-64, Standard for Fire Hydrants for Ordinary Water Works Service. Details as follows: (1) 6-inch inlet; (2) 7-inch I.D. barrel; (3) two 2-1/2-inch hose nozzles; (4) one 4-1/2-inch steamer connection; (5) designed for 150 psi working pressure and 36-inch bury over top of inlet pipe; (6) bronze working parts; (7) O-ring seals; (8) safety stem coupling and safety flanges; (9) compression type valve with valve opening not less than 5-1/4 inches; (10) National Standard operating nut turning to the left (counterclockwise) to open; (11) hose threads matching those now in use and approved by the Owner before installation; and (12) connections shall fit pipe indicated or as required for existing piping. Interior of shoe shall have factory-applied high solids thermosetting epoxy coating. Fire hydrant shall be Kennedy, model A-81-A to meet existing city equipment or approved equal.
- H. Air Release Valves: Air release valves shall operate to automatically release air from the pipeline while the system is in service. The valves shall be float operated and compound leverage type. The valves shall have a 3/4-inch NPT inlet connection, a 1/2-inch NPT outlet connection, and a 3/32-inch orifice for an operating pressure of up to 150 psi. The body and cover shall be cast iron. The body gasket shall be of Buna-N. The seat shall be of stainless steel and the orifice button of stainless steel or approved by the Engineer. The cover bolts and body plugs shall be 316 stainless steel. Supplementary piping shall be Schedule 80 PVC pipe and Schedule 40 Galvanized Steel pipe. Air release valves shall be model 65 by APCO, VM-22 by Val-Matic, or equal.
- I. Materials for Domestic Water or Reuse Service Connections:

1. Service Saddle: Galvanized malleable iron body; double strap; galvanized or cadmium-plated bolt, nut and threads; rubber compounded gasket; full 360 degree support for pipe and AWWA taper thread. Approved: Rockwell or equal.
2. Corporation Stop: 1-inch minimum, compression type, bronze with AWWA taper thread. Approved: Mueller H-15008 or equal.
3. Service Piping to Water Meter: 3/4-inch minimum, Type K Copper, NSF approved for potable water services, and 1-inch minimum, PVC, Schedule 40, for reuse services.
4. Service Piping from Water Meter to House: 3/4 inch, PVC, S-40 piping. Piping shall meet ASTM D 1785-83 and fittings shall meet ASTM D 2466-78. Service piping from water meter to house connection shall only be installed by a licensed plumber and shall conform to all local plumbing codes.
5. Curb Stop: 1-inch minimum, bronze with compression connection for PB tubing (O.D.) one end and inside I.P. thread on other end. Approved: Mueller H-1503-1 or equal.
6. Water Meter Box: Cast Iron Body and Cover approximately 12" wide x 19" long x 12" deep. Approved: Sunshine Foundry and Machine Company, Model No. 2, or equal. For reuse services, cover shall be clearly marked "Reclaimed Water", or approved equal, with purple color cover.

## PART 3-EXECUTION

### 3.01 INSTALLATION

- A. General: Install all pipe work meeting the requirements of AWWA C600 or ASTM D 2774 for installation of ductile iron or polyvinyl chloride hereinafter for the various types and classes of pipe. Refer to Appendix "B", Notification for Use of the General Permit for Construction of an Extension to a Public Drinking Water Distribution System, from Manatee County Public Health Unit for additional construction and installation requirements. Lay water lines with not less than 30 inches cover. Measure cover for pipe under pavement from bottom of pavement base course directly above pipe. Greater depths will be permitted where required to miss obstructions or for proper installation of valves. Locate lines generally as indicated on the drawings and as directed by the Engineer. It is the Contractor's responsibility to make exploratory excavations and/or use any other methods available to locate valves, fittings and piping prior to construction of any underground piping system and to adjust the new piping layout prior to construction. All adjustments shall be subject to approval by the Engineer prior to installation. Water lines should not be laid parallel to sewer lines where the lateral separation is less than 10 feet, and in case of crossings, the vertical separation should be not less than 18 inches. In the event this is impossible, encasement of the sewer line to the complete satisfaction of the Florida Department of Environmental Regulation will be required.

- B. Laying Underground Pipe: Thoroughly remove all foreign matter from the interior of the pipe before lowering into trench and keep clean during construction by means of plugs or other suitable methods. Allow no trench water to enter the pipe or fittings. During suspension of work, for any reason at any time, place a suitable stopper in end of joint or fitting last laid to prevent mud or other foreign material from entering the pipe. Lay lines reasonably straight, and make any changes in grade in following the contour of the ground in long, sweeping curves. Abrupt changes in grade will not be permitted, except as indicated on the drawings or approved by the Engineer. Brace fittings in the lines with concrete anchors at points of unbalanced reactions.
1. Installation of Metallic Locating Wire and Nonmagnetic Marking Tape: Place marking tape in the trench directly above all nonmetallic pipe. After the trench has been backfilled to within 12 inches of finished grade lay a #10 TW wire above the installation for locator purposes. Lay tape and wire continuously, make splices in tape by overlapping ends one foot.
- C. Joints: Install joints meeting the requirements of the manufacturer's instructions as approved by the Engineer. Make joints absolutely watertight.
- D. Valves: Set with stems vertically above the centerline of the pipe, except valves with gearboxes or where indicated or directed otherwise. Keep valves tightly closed during installation and take care to prevent dirt from damaging seating surfaces. Tighten stuffing box, if provided, and operate valve to see that all parts are in working condition before installation. Set valve box, for buried valve, plumb and place directly over the valve operating nut. Tamp earth fill completely around the valve box for a distance of one foot. Provide valve box extensions where required by depth of cover.
1. Records: Prepare and submit to the Owner a reproducible list in triplicate, which indicates size and location of all valves installed. Referenced valves by distance and direction from enough prominent and permanent landmarks to assure ease of field location.
- E. Fire Hydrants: Install approximately where shown, the exact location will be determined in the field. Set hydrant at required elevation to provide same depth of cover over the connecting pipe and the distribution main. Remove all foreign material from hydrant barrel prior to installation. Open and close hydrant to see that all parts are in proper working condition. Set hydrant to the established grade with the lowest nozzle at least 18 inches above the ground. Furnish extended barrels as required. Stand hydrants plumb and face steamer connection as directed by the Owner.
- F. Cut-in to or Tap Existing Main: Prior to connections to existing lines, the Contractor shall notify and coordinate all work with City personnel. Cut into and connect water lines constructed under this contract to existing water mains, now in service, at locations shown or as directed by the Engineer. Install cut-ins meeting conditions found in the field, with standard fittings as detailed or as directed by the Engineer. Construct cut-ins meeting the requirements of all applicable portions of these specifications. Notify residents and all affected parties in advance whenever construction requires the interruption of water service. Schedule operations to cause a minimum of inconvenience to the customers by the interruption of service. Provide sufficient fittings and operating equipment on the site before starting operations. Test, sterilize and flush new lines as

specified hereinafter and obtain approval of the Engineer before putting a connection to an existing line into service.

- G. Tapping Valves, Sleeves, and Saddles: Install tapping valves, sleeves, and saddles as shown and directed by the Engineer, in existing water mains at locations where it is not practical to shut off the pressure. Test, sterilize and flush new lines as specified hereinafter and obtain approval of the Engineer before putting a connection to an existing line into service.
- H. Air Release Valves: Install air release valves as shown and directed by the Engineer. Keep valves tightly closed during installation and take care to prevent dirt or other foreign materials from damaging valve. Test, sterilize, and flush new lines as specified hereinafter and obtain approval of the Engineer before putting the connection to an existing line into service.
- I. Service Connections: Make service connections as detailed where required or shown, using materials and manufactured articles as specified and approved by the Engineer.

### 3.02 INSPECTION

- A. Inspection: Correct at once any deviations or omissions from the drawings or specifications found by the Engineer's visual inspection of the pipe, fittings and appurtenances. Immediately remove and replace all defective pipe or fittings with sound material.
- B. Tests: Make all tests in the presence of the Engineer. Test lines or convenient sections of the system by subjecting them to a test water pressure of 1-1/2 times the working pressure before they are accepted. Make pressure and leakage tests meeting the applicable procedures and requirements of AWWA C 600, Standard for Installation of Cast Iron Water Mains. Visible leaks shall be corrected regardless of total leakage. Repair and retest all lines which fail to meet these tests as necessary until test requirements have been met. All testing shall be performed at no additional cost to the Owner.
  - 1. Pressure and Leakage Testing: Water pipe shall be subjected to hydrostatic pressure and leakage tests which shall be conducted simultaneously. Duration of test shall be not less than two hours. Pressure shall be maintained at 1-1/2 times the working pressure. Small diameter piping shall be subjected to the same testing as the larger piping and may be tested simultaneously with the larger pipe. Maximum allowable leakage shall be determined by the applicable formula in AWWA C 600, Standard for Installation of Cast Iron Water Mains. Leakage from joints in small piping shall be calculated using the same formula as used for the larger pipe. When two or more sizes of pipe are included in the same test section, the allowable leakage shall be calculated separately for each size pipe and the results added together to obtain the total allowable leakage for the test section. All testing shall be performed by the Contractor, in the presence of and under the supervision of, the Engineer, at no additional cost to the Owner. Visible or obvious leaks shall be repaired regardless of the total leakage. Repair and retest all lines which fail to meet these tests as necessary until test requirements have been met.



2. For reuse mains, make necessary connection to potable water system to supply water. Upon completion of test, disconnect completely from potable water system.
- C. Disinfection: Before being placed in service and/or accepted by the Owner, all new lines shall be sterilized and approval in writing secured from the Manatee County Health Department, with line clearance copies directed to the Engineer, for use of each line or increment of the new system. Sterilize using procedures meeting the requirements of AWWA C601, Standard for Disinfecting Water Mains, including bactericidal treatment of pipe and gaskets.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 02900

SEEDING AND SODDING

PART 1-GENERAL

1.01 WORK INCLUDED

- A. The Contractor is responsible to provide all materials, equipment, labor and work to construct the project in accordance with the Contract Documents.
- B. This work includes, but is not limited to, the following items specified in this section.
  - 1. The placement of sod to provide grass as finished ground cover at all grassed areas disturbed as a result of the construction of this project.
  - 2. The placement of seed to provide grass as finished ground cover at all other disturbed areas within project limits.

1.02 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are made a part of this section and incorporated herein.
- B. Other related specification sections either referenced or contained herein are as listed below:
  - 1. Section 02110, Site Preparation
  - 2. Section 02225, Excavating, Backfilling and Compacting for Utilities

1.03 DEFINITIONS

(Not Used)

1.04 REFERENCE STANDARDS

- A. The work shall conform to applicable provisions of the following standards, except as modified herein.
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1991 (FDOT):
  - 1. FDOT Section 162                      Topsoil
  - 2. FDOT Section 570                      Seeding
  - 3. FDOT Section 575                      Sodding

- |    |                  |   |
|----|------------------|---|
| 4. | FDOT Section 981 | Grassing an Sodding Materials                   |
| 5. | FDOT Section 982 | Commercial Fertilizer (And Dolomitic Limestone) |
| 6. | FDOT Section 983 | Irrigation Water                                |

1.05 QUALITY ASSURANCE

(Not Used)

1.06 SUBMITTALS

(Not Used)

1.07 SAMPLING AND TESTING

(Not Used)

PART 2-PRODUCTS

2.01 FERTILIZERS

- A. Fertilizer shall be a complete, commercial-grade mixture of 12 - 8 - 8 analysis.
- B. Fertilizer shall conform to applicable State laws for the material used.
- C. Fertilizer and chemicals shall be the product by a reputable supplier, be of commercial grade in both strength and purity, and conform to FDOT Standards Section 982.

2.02 MULCH

- A. Mulch shall conform to FDOT Standards Section 981.
- B. Mulch shall be dry grain straw or hay, free of noxious weeds or as specified on the plans.
- C. Mulch shall be thoroughly cured and dried before use.
- D. Forest litter, pine needles, or Spanish Moss will not be acceptable.

2.03 SEED

- A. All grass seed shall be the product of a reputable supplier, and shall conform to the requirements of the State Department of Agriculture and Consumer Services, and all applicable state laws.
- B. Grass seed shall conform to FDOT Standards Section 981.
- C. Wet or moldy seed shall not be used.

- D. Seed shall have a minimum pure seed content of 95% with a minimum germination of 90% per FDOT Standards Section 981.
- E. Seed shall be free of noxious weeds.

#### 2.04 SOD

- A. All grass sod shall be the product of a reputable supplier, and shall conform to the requirements of the State Department of Agriculture and Consumer Services, and all applicable state laws.
- B. Grass sod shall conform to FDOT Standards Section 981.
- C. Sod shall be Pensacola Bahia except where otherwise specified or where maintained lawns are disturbed. In this case, sod shall be matched to restore maintained lawns.

#### 2.05 WATER

The water used to produce grass may be obtained from any approved source, per FDOT Section 983. The water shall be free of excess and harmful chemicals, acids, alkalies and all substances which may be harmful to plant growth or obnoxious to traffic. Salt or brackish water shall not be used.

### PART 3-EXECUTION

#### 3.01 PREPARATION

The entire area to be seeded, as shown on the drawings or required herein, shall be covered with a 6-inch layer of muck or suitable topsoil, carefully spread and disked lightly into the existing soil and finished to the grades indicated.

#### 3.02 FERTILIZING

Fertilizer shall be applied uniformly on the surface of the ground at a minimum rate as specified in Section 570 of FDOT Specifications. It shall be mixed into the soil with a disk harrow, where practicable, or by hand-raking in areas of limited accessibility. Mixing shall be continued until the fertilizer is uniformly incorporated into the top three inches of soil.

#### 3.03 MULCHING

Upon completion of spreading and mixing of fertilizer, approximately two inches, loose thickness, of the mulch material shall then be applied uniformly over the grassing area and cut into the soil to produce a loose mulch thickness of three to four inches, in accordance with Section 570 of FDOT Specifications. Care shall be exercised to prevent the mulch from being cut too deeply into the soil.

#### 3.04 SEEDING

Seed which has become wet or moldy shall not be used. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. Application shall be in conformance with FDOT Standards Section 570.

- A. In the period from March 15 to October 15, the seed mixture shall be 80 pounds of Pensacola Bahia grass and 20 pounds Bermuda grass, plus 30 pounds of quick-growing species of grass per acre. Pensacola Bahia seed shall be scarified seed and the Bermuda seed shall be an equal mixture of hulled and unhulled seed.
- B. In the period from October 15 to March 15, the seed mixture shall be 80 pounds of Pensacola Bahia grass and 20 pounds Bermuda grass, and 50 pounds of rye seed per acre. Pensacola Bahia seed shall be scarified seed and the Bermuda seed shall be an equal mixture of hulled and unhulled seed.

### 3.05 SODDING

Application shall be in accordance with FDOT Standards Section 575. Pensacola Bahia shall be applied to the side slopes and top of the wet-detention pond berms. Sod all grassed areas disturbed as a result of the project construction with matching sod. Sod shall be certified and shall meet FDOT Section 981-2.

### 3.06 COMPACTION

Immediately after completion of the seeding, the entire grassed or mulched area shall be compacted with a light roller. Rolling shall be continued until the area is firmly but not tightly packed.

### 3.07 WEED CONTROL

Apply herbicides as required and as recommended by the County Agricultural Agent. Herbicides shall only be applied if needed.

### 3.08 EQUIPMENT

All equipment used in the operation of grassing shall be adequate to produce the required results. Equipment for placing mulch material into the soil shall be suitable for cutting the specified materials uniformly into the soil and to the required controlled depth. Rollers shall have corrugated or notched surfaces and shall be at least 12 inches in diameter. Smooth surface rollers will not be permitted.

### 3.09 PLANTING DATA

Planting dates, types of seed, seed mixtures and rates of application shall be as set forth herein. No changes may be made in the plant type without the approval of the Landscape Architect.

### 3.10 PLANT ESTABLISHMENT

- A. General Requirements: The Contractor shall provide plant establishment of the specified permanent vegetation prior to final acceptance of the project. Plant establishment shall consist of preserving, protecting, and other actions as may be necessary to keep the grassed areas in a satisfactory condition. The Contractor shall water the grassed areas during such period as frequently as necessary to promote maximum practicable growth. The Engineer may require replanting at any time an area or portion of such area which for any cause shows unsatisfactory growth. Except as otherwise specified or permitted by the Engineer, areas to be replanted shall be prepared in accordance with the requirements of the specifications as if such replanting was the initial planting. However, the type of fertilizer and the application rate of fertilizer to be furnished and applied by the

Contractor as a part of plant establishment occasioned by replanting shall be determined by soil tests or otherwise established.

- B. Growth and Coverage: It shall be the Contractor's responsibility to provide satisfactory growth and coverage. Growth and coverage on areas grassed as specified shall be considered to be in reasonable close conformity with the intent of the Contract with the vegetation, exclusive of that from seed not expected to have germinated and shown growth at that time, has reached a point of maturity such that each area shows a satisfactory visible growth with no bare spots larger than one square foot. Bare spots shall be scattered and the total bare areas should not comprise more than 1/100 of any given area.

### 3.11 GUARANTEE

If after 90 days, grass has not achieved a coverage of 90%, or if uncovered spots larger than one square foot exist, the contractor shall remedy this condition at no additional cost to the Owner.

### 3.12 MAINTENANCE/REVEGETATION

In the absence of natural rainfall, water shall be applied in sufficient quantities as necessary to assure germination of the seed and to sustain life of the plants. Damage resulting from erosion, gullies, washouts or other cause during the 90 day maintenance period shall be repaired by refilling with topsoil and retreating following the grassing procedure specified herein.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 03300

CONCRETE CONSTRUCTION

PART 1-GENERAL

1.01 WORK INCLUDED

The work includes the furnishing of all labor, materials, equipment, forms and incidentals necessary for the installation of concrete work shown on the drawings and specified herein.

1.02 RELATED WORK

A. The General Conditions and Special Provisions of these specifications are made a part of this section as if incorporated herein.

1.03 QUALITY ASSURANCE

A. Qualifications: The Contractor shall have a minimum of two years of experience on comparable concrete projects.

1.04 REFERENCED STANDARDS

The work shall conform to the applicable provisions of the following standards (latest revision) except as modified herein.

A. American Society for Testing and Materials (ASTM) Standard:

ASTM A 82	Specification for Cold-Drawn Steel Wire for Concrete Reinforcement.
ASTM A 185	Specification for Welded Steel Wire Fabric for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM C 31	Methods of Making and Curing Concrete Test Specimens in the Field.
ASTM C 33	Specification for Concrete Aggregates.
ASTM C39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 94	Specification for Ready-Mixed Concrete.
ASTM C 143	Test Method for Slump of Portland Cement Concrete.

ASTM C 150	Specification for Portland Cement.
ASTM C 231	Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
ASTM C 494	Specification for Chemical Admixtures for Concrete.
ASTM C 579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing.
ASTM C 595	Specification for Blended Hydraulic Cements.
ASTM C 618	Specification for Fly Ash and Raw or Calcined Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete.
ASTM C 827	Test Methods for Early Volume Change of Cementitious Mixtures.
ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

B. American Concrete Institute (ACI):

ACI 304	Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
ACI 305	Hot Weather Concreting.
ACI 306	Cold Weather Concreting
ACI SP	ACI Detailing Manual
ACI 318	Building Code Requirements for Reinforced Concrete and Commentary.
ACI 347	Recommended Practice for Concrete Formwork
ACI 350	Concrete Sanitary Engineering Structures.



- C. Florida Department of Transportation Standard Specifications for Road and Bridge Construction; 1991 (FDOT); latest edition:

FDOT Section 901 Coarse Aggregate.

FDOT Section 902 Fine Aggregate.

- D. Product Standards (PS):

PS 1 Construction and Industrial Plywood.

PS 20 American Softwood Lumber Standards.

## 1.05 SUBMITTALS

- A. Cast-in-Place Concrete

1. Design Mixes: Copies of proposed concrete design mixes shall be submitted for each class of concrete, at the appropriate slump, expected to be used in the job. The Contractor shall submit complete reports of concrete materials and mix proportions of the design mixes to the Engineer for approval at least 14 days before any concrete is required on the project. Results of concrete cylinder tests for unproven design mixes shall be submitted to the Engineer with the proposed mixes. Approval of such mixes tests will be only a check to assist the Contractor in his compliance with specification requirements and will be contingent upon acceptance of final tests for the concrete used in the project.
2. Test Reports: Copies of all test reports called for in the specifications and required by the work shall be provided to the Engineer for review.

- B. CONCRETE REINFORCEMENT

1. Shop Drawings and Product Data: Copies of shop drawings, showing all fabrication dimensions and locations for placing of reinforcing steel and accessories, shall be submitted for review.

- C. CONCRETE FORMWORK

1. Form coating shall be applied according to manufacturer's instructions and shall not stain concrete, and its use on any type form must not impair the natural bonding character of any plaster, paint, sealant or cementitious coating intended for use on concrete.

## 1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver reinforcement in bundles marked with metal tags indicating size, length, and bar mark. Store materials above ground on framework or blocking. Handle material to prevent damage or distortion.

## PART 2-PRODUCTS

## 2.01 CONCRETE

Concrete shall conform to the requirements of ACI 301 and 350.

- A. Portland Cement: Cement for all concrete shall be Portland cement, Type I or Type II, made in the United States, and conforming to ASTM C150. Type III (high-early strength cement) shall not be used without the specific written approval of the Engineer. Type II cement shall be used for all concrete exposed to treated sewage, untreated sewage, coastal environments, or other corrosive conditions. Only one brand of cement shall be used in each structure unless otherwise approved.
- B. Aggregates:
  - 1. Fine Aggregates: Sand or rock screenings conforming to Section 902 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
  - 2. Coarse Aggregates: Gravel or stone conforming to Section 901 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction.
- C. Water: Water used for mixing shall be obtained from an approved potable supply system.
  - 1. Air-Entraining Agent: Air-entrained concrete shall be used for all concrete. Air-entraining agent shall meet ASTM C260 and shall be used in the amounts necessary to give the required percentage of air-entrainment specified. The agent used shall be compatible with other admixtures used, and the amount of air that will be entrained by other admixtures shall be taken into consideration.
  - 2. Retarder: Shall meet the requirements of ASTM C494, Type D.
  - 3. Water Reducing Agent: Shall meet the requirements of ASTM C 494, Type A.
  - 4. Fly Ash and Natural Pozzolans: In accordance with the requirements of ASTM C 618.
- D. Membrane Curing Compound: Wax-free, pigmented, 100 percent resin base compound.
- E. Bonding Agent: The material shall be a two-component epoxy-polysulphide resin system, with strong adhesion to both wet and dry concrete in either the hardened or the plastic state.
- F. Grout:
  - 1. Cementitious Grout: Grout shall be cement-based, nonmetallic, nonshrink type specially formulated for hot weather, high sulfate and salt water resistance. Plastic form shall have 0% shrinkage in accordance with ASTM C827 and 0% shrinkage and expansion in the hardened form in accordance with CRD-C-621. Grout shall have a compressive strength of 5,000 psi at 7 days in accordance with ASTM C-109. Grout shall be Five Star Special Grout 550 or equal.

2. Epoxy Grout: Grout shall be nonshrink type, 100% solids, three-component system consisting of resin, hardener and aggregate. Grout shall have 0% shrinkage in the plastic form and 0% expansion in the hardened form in accordance with ASTM C-827. Compressive strength shall be 5,000 psi in 24 hours and 12,000 psi in 7 days, in accordance with ASTM C-579, Method B. Grout shall be Five Star Epoxy Grout or equal.

## 2.02 REINFORCEMENT

Reinforcement and reinforcing details shall conform to the requirements of ACI 315.

- A. Deformed Bars: Billet steel bars meeting ASTM A 615, Grade 60.
- B. Plain Bars: Shall conform to strength and elongation requirements of the grade specified for deformed bars.
- C. Wire: Plain cold-drawn wire, ASTM A82, deformed steel wire.
- D. Welded Steel Wire Fabric: Shall conform to ASTM A 185, except that welded intersections shall be spaced not farther apart than 12 inches in the direction of the principal reinforcement. Size and gauge shall be as shown on the drawings.
- E. Bar Supports: All chairs and bolsters for use in exposed concrete shall have plastic-covered legs and conform to ACI SP-66.

## 2.03 FORMWORK

Formwork shall conform to ACI 301 and ACI 347 selected as to surface texture desired. Design and construction of formwork shall be the responsibility of the Contractor.

- A. Lumber: Softwood framing lumber shall be kiln dried, and shall be Grade marked.
- B. Plywood: Exterior type softwood plywood shall conform to PS-1. Each panel shall be stamped or branded, indicating veneer grades, species, type and identification. Panels for architectural concrete shall have wood facing with B-C facing Grade veneers. Panels shall have mill-oiled sides and mill-sealed edges surface that will accept field-applied form coating.

## PART 3-EXECUTION

### 3.01 CONCRETE CHARACTERISTICS

- A. Source: Unless otherwise indicated on the drawings, all concrete shall be furnished by a well-known, reputable ready-mixed concrete company approved by the Engineer. Except as otherwise indicated herein, the mixing, transporting and placing of the ready-mixed concrete shall conform to ASTM C 94, ACI 301 and 350.
- B. Mix Proportioning: All concrete shall be mixed in proportions in accordance with the following requirements:

<u>Class</u>	<u>Strength (f'c)</u>	<u>Cement Content (Minimum)</u>	<u>Water/Cement Ratio lb./lb. (Maximum)</u>
AA	5,000 psi	635 lbs.	0.36
A	4,000 psi	565 lbs.	0.42
B	3,000 psi	470 lbs.	0.53
C	2,500 psi	375 lbs.	0.62

C. Design Mixes:

1. Strength: Concrete shall be ready-mixed concrete in conformance with ASTM C 94 for the following usages:
  - a. Design Strength 5,000 PSI Concrete: Use for prestressed concrete and where indicated on the drawings or specified herein.
  - b. Design Strength 4,000 PSI Concrete: Use unless otherwise indicated on the drawings, for all structures, buildings, foundations, manhole concrete, concrete driveways and paving.
  - c. Design Strength 3,000 PSI Concrete: May be used for concrete sidewalks, curbs and gutters, splash blocks, pipe encasements, pipe supports, electrical conduit ducts and where indicated on the drawings.
  - d. Design Strength 2,500 PSI Concrete: May be used for anchors, fill concrete and where indicated on the drawings.
2. Concrete Slump: Measure in accordance with ASTM C 143. Slump tests shall be made each time cylinders are made and each time the mix is changed. The water content shall be adjusted as required to keep slump within specified limits, and the slump shall be kept as low as practicable for placing purposes. Slump classifications are as follows:
  - a. Low Slump: Use in pile caps, foundations and slabs on Grade and shall be 3 inches, plus or minus 1 inch.
  - b. Medium Slump: Use in beams, columns, walls and suspended slabs, and for all other work not otherwise indicated and shall be 4-1/2 inches, plus or minus 1 inch.
3. Air-Entrained Concrete: The entrained-air content for air-entrained concrete, including entrapped air, shall be 5% ± 1%, as indicated by tests performed in accordance with ASTM C 231.
4. Aggregate Size: Unless otherwise noted, coarse aggregate shall conform to the specification for 1-inch maximum aggregate as adopted by the Florida Department of Transportation, except that 1-1/2-inch maximum may be used for pile caps, foundations and slabs on Grade over 6 inches thick. Aggregates shall conform to ASTM C 33.
5. Fly ash conforming to ASTM C618, Type C or F may be used to replace up to 20% of the cement.

6. Patching Mix: The mixture shall be composed of an epoxy resin system specifically manufactured and designed for this purpose, such as Colma-Dur as manufactured by Sika Chemical Company of Passaic, New Jersey, or equal, mixed with a Grade dry aggregate furnished by the epoxy resin supplier in accordance with the manufacturer's instructions.

### 3.02 CONCRETE MIXING

- A. Concrete: Ready-mixed concrete shall be used. The Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant.

### 3.03 INSPECTION AND PREPARATION

- A. Preparation:
  1. Slabs on Grade: Before fine grading, the upper 6 inches of earth located under the slab shall be compacted to 98 percent of maximum density as specified in section 02225.
  2. Damping Forms: Forms shall be sprayed with water just prior to placing concrete. Water shall not be permitted to accumulate in bottom of forms.
  3. Embedded Items: Intrusion of concrete into drains, hollow inserts and similar items shall be prevented by temporarily sealing them with taped polyethylene sheeting.
  4. Vibrators: One spare vibrator in working condition shall be on hand before concrete placing is started, and it shall be maintained at the site at all times. Vibrators to be used shall maintain a speed of at least 5,000 impulses per minute when submerged in concrete.
  5. Runways: Construct necessary runways for placement of concrete. Runways shall not rest on reinforcing steel.

### 3.04 INSTALLATION

- A. Formwork: Forms shall conform to shape, lines and dimensions of members indicated, and shall be substantial and sufficiently tight to prevent leakage of mortar. Forms shall not deflect under dead load weight of concrete and other construction loads. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so they can be removed readily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and lines. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.

1. Application of Form Coating: Faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent specified, applied in compliance with the manufacturer's instructions. The Contractor shall coordinate the compatibility of form release agent used with surfaces to receive special finishes or coatings.
2. Used Forms: Reused forms shall be thoroughly cleaned of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish.
3. Form Removal: Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon. Test cylinders or another procedure shall be used to determine if sufficient concrete strength has been obtained to remove forms. Suspended slabs or beams shall obtain a minimum of 2/3 of the 28-day design compressive strength prior to shoring removal. If requested, the Contractor shall provide his analysis of concrete strength for form removal sealed by a Florida Registered Professional Engineer.
4. All concrete joints shall be located as shown on the drawings. Construction joints may be added or deleted only with the specific written approval of the Engineer.

B. Reinforcement: Shall be in accordance with ACI 301 and 350.

1. Supports: Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade, or chairs set on precast concrete pads compressed into the subgrade.
2. Placement: When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete.
  - a. Ties: The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart.
  - b. Splices: Reinforcement splices shall be held to a minimum number and shall be located at points of minimum stress. Splice lengths shall be shown on the approved shop drawings.
3. Wire Fabric: Install in longest practicable length. Lap adjoining pieces one full mesh minimum and tie splices with tie wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps.

4. Accessories: Install as indicated on the drawings and manufacturer's written instructions.
- C. Concrete: Placement of concrete shall be in accordance with ACI 301 and 304.
1. Placing Concrete: All concrete shall be placed in clean, damp forms that are not hot to the touch. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than four feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
    - a. Embedded Items: Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
    - b. Compaction: Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer.
  2. Slabs on Earth: Concrete for slabs on grade shall be placed with as low a slump as practicable over the subgrade after it has been covered with unplasticized polyethylene film 10 mils thick. Joints shall be taped and care shall be taken to see that all items covered or embedded are in proper position and secured before placing concrete. Concrete shall be compacted by vibration, screened to grade and prepared for the specified finish. The slabs shall be placed continuously, as limited by expansion and/or construction joints.
  3. Hot Weather Requirements: Placement of concrete in hot weather shall be in accordance with ACI 305.
  4. Cold Weather Requirements: Placement of concrete in cold weather shall be in accordance with ACI 306.

### 3.05 FINISHING

- A. Formed Surfaces: As soon as the forms are removed, form ties and large fins shall be removed and the concrete surfaces shall be inspected for defects. If any honeycomb or holes more than 1 inch in diameter or 1 inch in depth are detected, the Engineer shall be notified before correction is made. In the absence of honeycomb or large surface holes, the concrete surfaces shall be finished as hereinafter specified.

1. Rough Finish: Holes smaller than 1 inch in diameter or depth but larger than 3/8-inch shall be filled solidly with a mortar composed of one part Portland cement to two parts sand and only enough water to make it plastic. The surfaces of the holes shall be first cleaned with a steel wire brush and water-soaked to insure a maximum bond between the original concrete and the mortar. Curing shall be started as soon as possible after hole patching to keep mortar from drying. Rough finish shall be provided for all concrete surfaces concealed below Grade, such as foundations, walls, piers, beams and underside of suspended slabs, and surfaces concealed above ceilings or concealed by finishes such as stucco, plaster, ceramic tile, wood paneling, masonry or precast concrete panels.
  2. Regular Finish: In addition to receiving the above described "rough finish", all fins and projections shall be carefully removed and all holes and defects patched smooth and flush with the mortar hereinbefore specified. The finished surface shall present a true and uniform appearance. Completed "regular finish" concrete areas shall be either moist-cured for at least six days after finishing or covered with membrane curing compound. Regular finish shall be provided for all above Grade vertical concrete surfaces that are to be painted, the underside of suspended solids above Grade, all interiors of walls of liquid holding and/or control structures and the interior of areas not regularly occupied by people such as storage rooms, utility rooms, air conditioning machine rooms and boiler rooms.
  3. Smooth Rubbed Finish: All other concrete surfaces exposed on exterior, or on the interior if regularly occupied by people shall, in addition to receiving patching specified, have the following specified "Smooth Rubbed Finish". The Contractor shall thoroughly saturate the surface with water and then rub the concrete surfaces with an abrasive stone so all fins, projects, form marks and patched areas are brought to a reasonably true and uniform appearance. Concrete surfaces after patching and abrasive stoning shall be thoroughly wetted and then brush-coated with grout composed of one part white Portland cement, one part gray Portland cement and two parts fine sand mixed with water to the consistency of thick paint. Grout shall be cork or wood floated to fill all pits, air bubbles and surface holes. Excess grout shall be scraped off with a trowel and the surface rubbed with burlap or dry stone to remove any visible grout film. Care shall be taken to avoid leaving a thin layer of grout over the entire surface. The finish for any area shall be completed in the same day it is started, and the limits of a finished area shall be made at natural breaks in the finished surfaces, where practicable. Completed "Smooth Rubbed Finish" concrete areas shall be moist-cured for at least five days after finishing.
- B. Slab Top Surface Finish: When concrete has set to the point it can support finishing operation, surfaces shall be finished as follows:
1. Float Finish: For curbs, gutters, sidewalks, exterior floors and landing slabs, exterior steps, and equipment slabs. Float surface with wood or rubber float to a true and uniform plane with no coarse aggregate visible and with a uniform gritty surface. The use of "jitter bugs" and/or dusted-on finish to absorb the surface moisture shall not be permitted. Sidewalks shall be cross-scored at intervals not greater than five feet with an approved control joint-grooving tool.



2. Scored-Surface Finish: Exterior ramps. Same as float finish, except that a fine-tooth rake shall be drawn across the surface perpendicular to the direction of traffic immediately after the surfaces are float finished. After floating and scoring, ramps shall have an application of "nonslip" material.
  3. Trowel Finish: For exposed interior floor, steps and where concrete floor is to receive floor coating. Finish shall be obtained with a low slump mix without bringing any excess water to the surface. Finishing shall then be accomplished with a two-operation steel troweling. The first steel troweling shall be only sufficient to produce a smooth surface, free of defects. This shall be followed by a second steel troweling after the concrete has become hard enough so that no mortar adheres to the edge of the trowel and a ringing sound is produced by the troweling. Troweling shall be such that no trowel marks remain in the finished concrete.
- C. Correction of Defects: Honeycombed surface areas, or those that have larger than 1 inch diameter or other large surface defects, shall be finished as follows:
1. Cutting Out: All weak or defective concrete shall be cut away to at least 1 inch below existing surface with a chipping hammer to expose sound, solid concrete. Any visible reinforcing steel in the area shall be completely exposed and cleaned. The concrete surface area to be patched shall be thoroughly dried, after which all loose particles, residue and dust shall be removed with a power wire brush.
  2. Patching: The affected area shall then be packed with a thick, plastic epoxy aggregate mixture, having the same color as concrete, to reconstruct the surface to the specified alignment and to match adjoining surfaces, after which it shall be further aligned with the adjoining surfaces and smoothed, floated, troweled or finished in a manner so it will match adjoining surfaces perfectly.

### 3.06 CURING AND PROTECTION

The Contractor shall start curing of all concrete as soon as practicable after placing, but not more than three hours thereafter. All necessary curing and protecting materials shall be assembled at the site prior to beginning the concrete placing operation. All curing shall continue for a minimum of six days after placing, except that a period of three days will be acceptable for high-early strength cement.

- A. Flat Surface: Generally, all flat or nearly-flat surfaces, including foundations and floor slabs, shall be wet-cured by covering with burlap or equal, lapped 3 inches at joints, and by wetting this covering at least twice daily, or more often, to keep it wet at all times for six days.
- B. Form Tie Holes and Formed Surfaces: Form ties shall be removed immediately after form removal and the concrete surface shall be given a "rough" or "regular" finish as specified under "Finishing", immediately after form ties have been removed. The surrounding surfaces shall be kept damp during these operations by spraying with water at least once each hour, and the finished surfaces shall be sprayed with an approved curing compound within four hours after removal of forms. Only as much form work shall be removed in any one day as can be finished and sprayed with curing compound during that day.

- C. Unfinished Surfaces: If forms are removed from an area and, for some acceptable reason, that particular area cannot be finished as specified during that day, the concrete curing operation shall be continued by wrapping the exposed concrete surface with burlap. The burlap shall be kept wet or the concrete surfaces shall be continuously sprinkled with a soaker hose or rotary sprinkler until the finishing operation has been completed and the curing compound applied, or until the six-day curing period is over.
- D. Application of Curing Compound: The membrane curing compound shall be applied in two coats by spraying in accordance with the manufacturer's printed instructions. The second coat shall be applied in a direction which will be at right angles to the application of the first coat. Spraying equipment shall be equipped with a windguard on the nozzle. Runs or puddling of curing compound shall be avoided. The curing compound shall contain a contrasting, non-permanent, coloring agent which shall make its presence obvious.
  - 1. Curing Smooth-Rubbed Finish: All concrete to receive stucco, paint or other similar coatings and concrete that is to receive a "smooth-rubbed finish", as herein specified, shall be damp cured for at least six days and shall not receive curing compound.
  - 2. Alternate Curing Method: In lieu of damp curing, except for concrete that is to receive a "smooth-rubbed finish", the forms may be left in place for five days and thoroughly wetted at least once a day.

### 3.07 FIELD QUALITY CONTROL

The quality of the concrete is entirely the responsibility of the Contractor until accepted in place in the structure and verified by the final cylinder test.

- A. Compression Test Cylinders: Standard laboratory compression test cylinders shall be made by the testing laboratory's representative, unless otherwise approved by the Engineer, for each class of concrete as the concrete is discharged from the mixer. A minimum of one set of three test cylinders shall be taken each day from one representative batch of each class of the concrete furnished. Additional sets of cylinders may be taken wherever directed by the Engineer. The Contractor shall furnish a water container at the site, where water can be kept at a moderate temperature, for temporary storage of cylinders awaiting transport to the testing laboratory. The Contractor shall place the test cylinders in the water the first thing in the morning on the day after cylinders are cast. One cylinder shall be tested in seven days, one in 28 days and one held as a spare. The laboratory will keep an accurate record of the locations where the concrete was placed from which samples were taken. Slump tests will be made each time cylinders are taken, and as directed by the Engineer. Test cylinders shall be made and cured in accordance with ASTM C 31. Test shall be performed in accordance with ASTM C 39. The laboratory will furnish copies of all test results to the Owner, Contractor, Resident Observer, and Engineer.
- B. Air-Entrainment Test: For air-entrained concrete, the Laboratory will make tests for the amount of air in the concrete each time cylinders are taken, except, this may be extended, with the Engineer's approval. Tests will be conducted in accordance with ASTM C 231.

- C. Load Tests, or other special tests not covered above, if required by the Engineer for any section of the structure that is compromised by quality or workmanship, shall be made by the Contractor at his own expense. Such tests shall be conducted in accordance with detailed instructions approved by the Engineer.
- D. Batch Truck Tickets: Accompanying each batch of concrete delivered to the site shall be a truck ticket that shall indicate the following information: (1) time mix was batched, (2) brand and type of cement (3) pounds of cement per cubic yard of concrete, (4) planned slump, (5) water available to be added upon arrival onsite, (6) admixture, and (7) name of supplier. These tickets shall be readily available for inspection when the truck arrives on the job; they shall be kept on the job and the information on them shall be made available to the testing laboratory's representative for inclusion in his report.
- E. Tolerances:
  - 1. Formwork: Tolerances shall conform to the permissible variations from line, grades or dimensions as specified in ACI 347.
  - 2. Reinforcement: Tolerances shall conform to the tolerances as specified in ACI 301, 304 and 350.
  - 3. Slabs: Floors and exterior slabs on Grade shall have surfaces that are straight within a tolerance of plus or minus 1/8-inch in 10 feet. A 1/16-inch minimum per foot uniform slope shall be provided, unless otherwise indicated, for all exterior concrete slabs to provide for water drainage.

### 3.08 ADJUSTMENT AND CLEANING

- A. Correction of Deficient Concrete and/or Mix: If, during the progress of the work, tests indicate that the concrete delivered to the site and/or placed in the work is not in accordance with these specifications, the Engineer may order removal of such concrete and may require appropriate changes in the concrete materials or their proportions for subsequent work. If so ordered, the Contractor shall remove the unacceptable concrete from the structure or project and shall replace it with concrete meeting the requirements of these specifications. Removal and replacement of concrete shall be at the Contractor's expense, and he shall not be reimbursed for such expense by the Owner. Such replacement of concrete shall be done in a manner meeting the approval of the Engineer.

END OF SECTION

**7<sup>TH</sup> STREET EXTENSION  
COP PROJECT #20-780**

SECTION 03400

PRECAST CONCRETE STRUCTURES AND CONSTRUCTION

PART 1-GENERAL

1.01 WORK INCLUDED

This section covers the work necessary for the manufacture and installation of the precast concrete curb inlets, manholes, junction boxes, and incidentals as shown on the drawings; also included are gratings and frames.

1.02 GENERAL REQUIREMENTS

The concrete mix designs, formwork, pouring sequence, and all other aspects of the work shall be as required by these specifications and for water tightness.

1.03 RELATED WORK

- A. The General Conditions and Special Provisions of these specifications are a part of this section as if incorporated herein.
- B. Other related specification sections contained herein are listed below.
  - 1. Section 02225 Excavating, Backfilling, and Compacting for Utilities

1.04 REFERENCES

- A. Reference standards and recommended practices referred to herein shall be the latest revision of any such document.
- B. Standards referenced herein are listed below:

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

- |    |            |   |
|----|------------|---|
| 1. | ASTM A 48  | Gray Iron Castings  |
| 2. | ASTM A 185 | Steel-Welded Wire Fabric, Plain, for Concrete Reinforcement |
| 3. | ASTM A 615 | Deformed and Plain Billet Steel for Concrete Reinforcement  |
| 4. | ASTM C 33  | Concrete Aggregate  |
| 5. | ASTM C 109 | Compressive Strength of Hydraulic Cement Mortars            |

- 6. ASTM C 150 Portland Cement
- 7. ASTM C 478 Precast Reinforced Concrete Manholes
- 8. ASTM C 497 Testing Concrete Pipe, Manhole Sections, or Tile
- 9. ASTM C 913 Precast Concrete Water and Wastewater Structures
- 10. ASTM C 923 Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipe

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

- 11. Standard Specifications Standard Specifications for Road and Bridge Construction, 1991
- 12. Standard Drawings Roadway, and Traffic design Standards, 1994

FLORIDA STATUTES

- 13. FS SS-S-00210 Sealing Compound, Pre-formed Plastic for Expansion

AMERICAN CONCRETE INSTITUTE (ACI)

- 14. ACI 318 Building Code Requirements for Reinforced Concrete

1.05 SHOP DRAWINGS, SUBMITTALS, AND TESTING

- A. All submittals shall be in accordance with the General Conditions.
- B. The following schedule identifies, but does not limit, the submittals/shop drawings referenced in this section. Refer to the specification paragraphs referenced for additional information and/or requirements.

ITEM	SPECIFICATION PARAGRAPH	WHEN REQUIRED
Shop Drawings	03400-1.05D	With precast submittal
Installation Directions	03400-1.05C	With precast submittal
Field Tests	03400-1.05F	Within 48 hours of receipt of results

- C. Submit all manufacturer's data on all materials and accessories and written installation directions.

- D. Submit shop drawings for all precast items indicating complete dimensions of all components, reinforcing, connection and joint details, penetration details, and other pertinent data. Shop drawings shall clearly indicate lifting mechanisms (for plant and for field use) and include installation details or instructions.
- E. Precast structures for which submittals have not been approved shall not be installed. The Contractor shall notify the Engineer in writing a minimum of 24 hours prior to the time approval is required.
- F. Prior to the delivery of any section of precast structure, the manufacturer shall submit certification of test results indicating that the material meets or exceeds the strength, and other requirements of this specification section.

## PART-2 PRODUCTS

### 2.01 CONCRETE

Concrete mix shall be designed to meet the requirements of ASTM C 478, with fine aggregate and Numbers 67, 57, or 467 graded coarse aggregate conforming to the requirements of ASTM C 33. Portland cement shall be ASTM C 150, Type II only. Compressive strength for inlets shall be not less than 4,000 psi at 28 days. Maximum size of aggregate shall be ½ inch. Slump shall be between 2 and 4 inches or as otherwise approved by the Engineer.

### 2.02 REINFORCING STEEL

- A. Reinforcement shall conform to ASTM A 615, Grade 60, deformed bars or welded wire fabric conforming to ASTM A 185.
- B. Reinforcement shall be supported by means of steel wire bar supports only.
- C. Reinforcing bars shall not be welded. Wire fabric shall not be welded after fabrication.

### 2.03 PRECAST STRUCTURES AND INCIDENTALS

- A. Precast sections, bases, and tops shall be sized as shown or described on the drawings and shall conform to the requirements of ACI 318, ASTM C 478, and ASTM C 913. Minimum wall thickness shall be as indicated on the drawings. Top and bottom of sections shall be parallel (straight sections) with eccentric top section. Sections shall be cured as specified in ASTM C 478 and shall not be shipped until at least 7 days after casting. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the outside of each precast section.
- B. All penetrations (openings) shall be cast in at the precast plant. Drilled openings shall not be permitted. Concrete cover shall be provided between opening surface and reinforcement in accordance with ACI 318.

- C. Curb inlets and junction box bases shall have the slab integral with sidewalls with slab reinforcing tied to wall steel. Top slabs may be precast at Contractor's option with a minimum thickness of 6 inches and reinforcement as required to withstand traffic loading.

#### 2.04 JOINT MATERIAL

Joints between precast sections shall be fully watertight and shall be constructed utilizing preformed plastic gaskets. Gaskets shall be Kent-Seal No. 2, manufactured by Hamilton Kent Manufacturing Company, Kent, Ohio; Ram-Nek manufactured by K.T. Snyder Company, Inc., Houston, Texas; or equal, meeting all requirements of Federal Specification SS-S-00210.

#### 2.05 MANHOLE AND CURB INLET FRAMES AND GRATINGS

- A. Standard curb inlet and manhole frames, gratings, or covers shall be gray iron castings conforming to ASTM A 48, Class 30B for Gray Iron Castings, and shall be smooth, true to pattern, free from blow holes, sand holes, projections, and other harmful defects. The seating surfaces of both the frame and grating shall be machined so that the grating will not rock after it has been seated.
- B. Manhole covers shall be solid with two nonpenetrating pick holes. Lettering on covers shall read "STORM", for the storm system. (See plans for details of sanitary sewer manhole covers)
- C. Stormwater inlets and manhole covers shall be rated for H-20 traffic and shall be bicycle safe. Manhole covers shall be as shown on the drawings.

#### 2.06 ACCESSORIES

Grout used to seal pipe connections at junction boxes and curb inlets shall be nonshrink, nonmetallic, noncorrosive, with a minimum ASTM C 109 of 9,000 psi at 28 days. The only exception shall be the grout fill required in the inlet or manhole inverts which may be cementitious grout or lean concrete with not less than three sacks of cement per cubic yard and not more than 10 gallons of water per sack of cement.

### PART 3-EXECUTION

#### 3.01 EXCAVATION AND BACKFILL

The following sections of the Standard Specifications shall apply:

- A. The Contractor shall provide and place suitable bedding material, as specified in Section 02225, "Excavating, Backfilling, and Compacting for Utilities", for the placement of all stormwater structures.
- B. The bedding material shall be placed a minimum of 12 inches below the bottom of the stormwater structure.

### 3.02 PRECAST STRUCTURES AND ACCESSORIES

- A. Precast section ends shall be clean of foreign materials and carefully inspected for chips or cracks. Any damaged joint tongue shall not be used. Preformed plastic gaskets and joint sealant shall be installed in strict conformance with the manufacturer's recommendations. Only pipe primer furnished by the gasket manufacturer will be approved.
- B. Invert elevations shall be in strict conformance with the drawings. All sharp edges of rough sections that obstruct fluid flow shall be removed.
- C. Frame may be cast in top of junction box in methods approved by the Engineer. Frames and grates shall be flush and level with the top of concrete.

### 3.03 JOINTS

Joint material shall be installed in accordance with the manufacturer's instructions. Double-coil installation shall be used.

END OF SECTION



# APPENDIX



**CONTRACT  
CHANGE ORDER**

**PROJECT:** 7th Street Extention Project #20-780

**CHANGE ORDER NO.:**

**OWNER:** City of Palmetto

**INITIATION DATE:**

**JOB NO.:**

**CONTRACTOR:**

**CONTRACT DATE:**

**DEO APPROVAL DATE:**

The Contract is changed as follows:

Item	Description	Explanation	ADD / (DEDUCT)
------	-------------	-------------	----------------

Total Add / (Deduct):	\$0.00
-----------------------	--------

**Not valid until signed by the Owner and Contractor**

The original Contract Sum .....	
Net change by previously authorized Change Orders.....	
The Contract Sum prior to this Change Order was.....	\$0.00
The Contract Sum will be increased by this Change Order.....	\$0.00
The new Contract Sum including this Change Order will be.....	\$0.00
The Contract Time will be (increased) (decreased) (undetermined) by.....	(0) days

**NOTE:** This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

CONTRACTOR

**CITY OF PALMETTO**  
OWNER

\_\_\_\_\_  
BY DATE

\_\_\_\_\_  
BY DATE

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER City of Palmetto  
516 8th Ave W  
Palmetto, Florida 34221

PROJECT: #20-780  
7th Street Extention

APPLICATION NO:

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- GRANT ADMINISTRATOR

FROM CONTRACTOR:

PERIOD TO:

PROJECT NO: 20-7:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
- 2. Net change by Change Orders \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ \_\_\_\_\_
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \_\_\_\_\_
- 5. RETAINAGE:
  - a. 10 % of Completed Work \$ 0.00  
(Column D + E on G703)
  - b. \_\_\_\_\_ % of Stored Material \$ 0.00  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 0.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \_\_\_\_\_
- 8. CURRENT PAYMENT DUE \$ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: Florida County of: Manatee  
Subscribed and sworn to before me this  
Notary Public:  
My Commission expires:

**PROJECT MANAGERS CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Project Manager certifies to the Owner that to the best of the Project Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
Project Manager:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR

November 8, 2019

**Certified Mail – Return Receipt Requested**

The Honorable Shirley Groover Bryant  
Mayor, City of Palmetto  
516 8<sup>th</sup> Avenue West  
Palmetto, Florida 34221

Re: Transmittal of Executed FFY 2018 Subgrant Agreement  
Small Cities Community Development Block Grant (CDBG) Program  
Contract Number: 20DB-OO-08-51-02-E02

Dear Mayor Bryant:

We are pleased to return the City's executed Small Cities CDBG Subgrant Agreement with the Department of Economic Opportunity (DEO). The contract must be retained as part of the official CDBG file and made available for public review upon request. Please note the following:

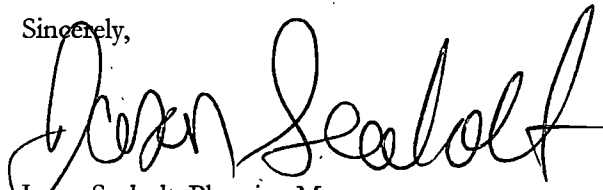
- The FFY 2018 Subgrant Agreement includes many changes from previous years, including the new Attachment A – Project Deliverables. Please make sure that everyone working on the project has reviewed the entire Subgrant Agreement. The changes to the Agreement were discussed at the FFY 2018 Implementation Workshop on October 29-30, 2019.
- Do not incur or obligate more than \$5,000 in expenses until the City has completed an environmental review of the project and received a release of funds notice from DEO.
- The City's contract contains performance-related conditions (Attachment D) that must be met before funds for construction may be drawn. Program Condition 1 lists activities that must be completed within 120 days of the award date and others that must be completed within 180 days. Program Condition 1 also includes a deadline for Recipients that claimed "Readiness to Proceed" points on their applications to advertise for construction contractors.
- Program Condition 16 requires Recipients to submit their infrastructure project procurement documents to DEO for desk monitoring and approval prior to awarding the construction contract. Program Condition 16 also requires Recipients of Housing Rehabilitation subgrants to submit certain contractor and subcontractor forms to DEO.
- Attachment H, Item 7, requires Recipients to provide documentation with all Requests for Funds, including an invoice from the Recipient to DEO for the funds being requested. Training on the new reimbursement requirements were included in the Implementation Workshop.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

- The Subgrant Agreement also contains important information on reports and forms that must be submitted periodically (see Attachment H – Reports). All Requests for Funds, Minority/Women Business Enterprise (M/WBE) reports and Section 3 reports must be submitted through the Subrecipient Enterprise Resource Application (SERA).
- The eCDBG grant management system has been replaced by the DEO SERA system. If your community has not already done so, a SERA Authorization form must be completed for those employees that will submit reports and request for funds for this agreement. A maximum of two user IDs and passwords will be assigned to these employees authorized by the new SERA Authorization Form to access the City's grants on the SERA system. Should you need assistance with the SERA authorization, please contact Vincent Aguirre who can be reached at the contact information below.
- A completed copy of Attachment K – Audit Compliance Certification must be submitted to DEO by November 29 annually. The Quarterly Status Report (Form SC-65), Audit Certification Memo (Form SC-47) and Administrative Closeout Report (Form SC-62) are located on the Small Cities CDBG web page ([www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo)).
- DEO cannot process a payment request for less than \$5,000 unless it is the final Request for Funds being submitted before closeout.

We look forward to working with the City and will provide technical assistance upon request. If you have questions, please contact Marc Magee, Government Operations Consultant II, at (850) 717-8425 or at [Marc.Magee@deo.myflorida.com](mailto:Marc.Magee@deo.myflorida.com).

Sincerely,



Jason Seabolt, Planning Manager  
Bureau of Small Cities and Rural Communities

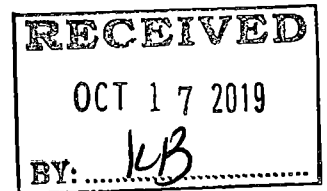
JS/gw

Enclosures

cc: Jim Freeman, City Clerk  
J. Corbett Alday, Vice President, Guardian Resource Management, Inc.

Subgrant Contract Number: 20DB-OO-08-51-02-E02  
FLAIR Contract Number: H2383  
CFDA Number: 14.228

**State of Florida**  
**Department of Economic Opportunity**  
**Federally-Funded**  
**Subgrant Agreement – FFY 2018 Funding Cycle**



THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Palmetto, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

**(1) Scope of Work.**

The Scope of Work for this Agreement includes Attachment A, Project Detail Budget and Deliverables, Attachment B, Project Narrative, and Part 5 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2017 Application for Funding submitted by the Recipient on December 27, 2018.

**(2) Incorporation of Laws, Rules, Regulations, and Policies.**

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at Subpart K of 24 C.F.R. (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 52); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

**(3) Period of Agreement.**

This Agreement begins on August 1, 2019 (the “Effective Date”) and ends on January 31, 2022, contingent on the Recipient’s successful completion of the offer to contract requirements, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient’s progress and verifiable achievements at DEO’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

**(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. A draft copy of the Modification to the Subgrant Agreement, Form SC-44;

3. If there are changes to the subgrant budget or the number of beneficiaries or accomplishments, a draft copy of the Request to Modify Agreement, Form SC-35, and a copy of Attachment A - Project Detail Budget and Deliverables;

4. If there are budget changes involving non-CDBG funds, a draft copy of Sources and Uses of Funds, Form SC-36;

5. If there are changes to the timeline, accomplishments or the line item budget, draft copies of the Attachment C - Activity Work Plan pages;

6. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment B - Project Narrative;

7. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

8. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

9. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(c) DEO will review the modification request, and if DEO approves the request, at DEO's sole and absolute discretion, then DEO shall transmit electronically the modification documents to the Recipient. The modification documents must be signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The Recipient shall return three signed original modifications to DEO via regular mail for DEO's review and signature.

**(5) Records.**

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

## **(6) Audit Requirements.**

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.



(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

**(7) Reports.**

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

**(8) Monitoring.**

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

**(9) Liability.**

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

#### **(10) Events of Default.**

If any of the following events occur (“Events of Default”), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient’s Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO’s Implementation Workshop.

#### **(11) Remedies.**

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;  
or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

**(12) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**(13) Termination.**

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(14) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Ginger Waters, Government Operations Consultant II  
Florida Small Cities CDBG Program  
Department of Economic Opportunity  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717-8410 – Fax: (850) 922-5609  
Email: Ginger.Waters@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Mr. Jim Freeman, City Clerk  
City of Palmetto  
516 8<sup>th</sup> Avenue West  
Palmetto, Florida, 34221  
Telephone: (941) 723-4570 - Fax: (941) 723-4576  
Email: jfreeman@palmettofl.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

**(15) Contracts.**

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

**(16) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**(17) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Detail Budget and Deliverables

Attachment B – Project Narrative

Attachment C – Activity Work Plan

Attachment D – Program and Special Conditions

Attachment E – Category Specific Conditions for Economic Development

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

**(18) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed \$1,500,000, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

**(19) Repayments.**

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement. (d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

**(20) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

## **(21) Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

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



**(22) Copyright, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(23) Legal Authorization.**

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(24) Public Record Responsibilities.**

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

**(25) Employment Eligibility Verification.**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.(b) The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not have an E-Verify Memorandum of Understanding in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**(26) Program Income.**

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570, sections 290.046-290.048, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

**(27) Independent Contractor.**

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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State of Florida  
Department of Economic Opportunity  
Federally Funded Subgrant Agreement  
Signature Page

Subgrant Contract Number: 20DB-OO-08-51-02-E02  
FLAIR Contract Number: H2383

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Palmetto

Department of Economic Opportunity

By: Shirley Groover Bryant Date: 10/15/19  
(Authorized Signature)

By: [Signature] Date: 10-31-19  
(Authorized Signature)

Name: Shirley Groover Bryant

Name: Ken Lawson

Title: Mayor

Title: Executive Director

Federal Tax ID#: 59-6000403

DUNS#: 087751848

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

Office of the General Counsel  
Department of Economic Opportunity

By: [Signature]  
Approved Date: 10-23-19

## Attachment A – Project Detail Budget and Deliverables

**Recipient:** City of Palmetto      **Modification Number:** N/A      **Contract Number:** 20DB-OO-08-51-02-E02

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
<b>1. Project Implementation</b>											
21A	Administration								\$105,000		\$105,000
<b>2. Engineering Services</b>											
17D	Engineering Services								\$1,000,000		\$1,000,000
<b>3. Construction</b>											
17B	Water Lines	LF	1,600			22	43	\$120,000			\$120,000
17B	Sewer Lines	LF	170			22	43	\$75,000			\$75,000
17B	Flood and Drainage	LF	1,600			22	43	\$436,000			\$436,000
17B	Street Improvements	LF	3,150			22	43	\$869,000			\$869,000
	Building	BLD/SF	1/204,150						\$68,817,000		\$68,817,000
<b>Totals:</b>								\$1,500,000	\$69,922,000		\$71,422,000

\* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1. BACC Hotel, LLC		\$69,922,000
2.		
3.		
4.		
5.		

## Attachment A – Project Detail Budget and Deliverables

**Recipient:** City of Palmetto     
 **Modification Number:** N/A     
 **Contract Number:** 20DB-OO-08-51-02-E02

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p><b>Construction</b>                      The Recipient shall complete infrastructure construction as detailed in Attachment B – Project Narrative.</p> <p>Total Deliverable 1 cost reimbursement not to exceed:                      \$1,500,000</p>	<p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

## Attachment B – Project Narrative

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The Recipient will use its \$1,500,000 Small Cities CDBG Economic Development subgrant to provide the minimum public infrastructure – water and sewer mains, flood and drainage culverts and street improvements – necessary for BACC Hotel, LLC (Participating Party) to construct and open a new 204,150 square foot Sheraton Hotel. Engineering and administrative costs will be paid for with non-CDBG funds. funds.

The Participating Party will construct a new 250 room hotel and entertainment venue next to the Bradenton Convention Center located at 1 Haben Boulevard in Palmetto, Florida. The Recipient will use its CDBG funds to construct a publicly owned water, sewer, street, and flood and drainage improvements. This public infrastructure will provide the necessary minimum infrastructure, allowing the Participating Party to construct the new hotel and entertainment venue and create new jobs. The business will invest \$69.9 million for site development, building, furnishings and equipment.

The Participating Party will create 43 new full-time equivalent (FTE) jobs. Of the 43 new FTE positions, at least 22 FTE positions will be held by persons from low- to moderate-income (LMI) households. If the Participating Party creates more than 43 new FTE positions, 51 percent of those additional positions will be filled by persons from LMI households. The Participating Party will provide the LMI employees with any training needed to give them the skills necessary to obtain and hold the jobs. Since a minimum of 51 percent of the total jobs created by the Participating Party will be filled by LMI individuals, the LMI National Objective will be met.



## Attachment C – Activity Work Plan

Recipient: City of Palmetto      Activity: 17B - Water Lines      Project Budget: \$120,000  
 Contract Number: 20DB-OO-08-51-02-E02      Date Prepared: July 16, 2019      Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
07/2020	08/2020	Mobilization of construction equipment, purchase and delivery of materials, installation of barriers and signage		\$6,000
08/2020	11/2020	Construction 25% complete on Water Lines.	400 LF	\$31,500
11/2020	01/2021	Construction 50% complete on Water Lines.	800 LF	\$57,000
01/2021	03/2021	Construction 75% complete on Water Lines.	1,200 LF	\$82,500
03/2021	06/2021	Construction 100% complete on Water Lines.	1,600 LF	\$108,000
09/2021	12/2021	Receive as built, contractor demobilizes and receive engineer's certification of completion; Pay retainage.		\$120,000
07/2020	08/2020	Begin job creation; begin construction of job creation facility.		
08/2020	06/2021	Complete construction of job creation facility.		
06/2021	12/2021	Complete job creation; submit certified payroll report and income certification forms.	43 FTEs 22 LMI FTEs	
12/2021	02/2022	Submit Administrative Closeout package to DEO.		

## Attachment C – Activity Work Plan

Recipient: City of Palmetto      Activity: 17B - Sewer Lines      Project Budget: \$75,000  
 Contract Number: 20DB-OO-08-51-02-E02      Date Prepared: July 16, 2019      Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
07/2020	08/2020	Mobilization of construction equipment, purchase and delivery of materials, installation of barriers and signage		\$3,750
08/2020	11/2020	Construction 25% complete on Sewer Lines.	45 LF	\$19,000
11/2020	01/2021	Construction 50% complete on Sewer Lines.	90 LF	\$32,000
01/2021	03/2021	Construction 75% complete on Sewer Lines.	130 LF	\$48,000
03/2021	06/2021	Construction 100% complete on Sewer Lines.	170 LF	\$64,000
09/2021	12/2021	Receive as built, contractor demobilizes and receive engineer’s certification of completion; Pay retainage.		\$75,000
07/2020	08/2020	Begin job creation; begin construction of job creation facility.		
08/2020	06/2021	Complete construction of job creation facility.		
06/2021	12/2021	Complete job creation; submit certified payroll report and income certification forms.	43 FTEs 22 LMI FTEs	
12/2021	02/2022	Submit Administrative Closeout package to DEO.		

## Attachment C – Activity Work Plan

Recipient: City of Palmetto Activity: 17B - Flood and Drainage Project Budget: \$436,000  
 Contract Number: 20DB-OO-08-51-02-E02 Date Prepared: July 16, 2019 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
07/2020	08/2020	Mobilization of construction equipment, purchase and delivery of materials, installation of barriers and signage		\$21,800
08/2020	11/2020	Construction 25% complete on Flood and Drainage.	400 LF	\$114,450
11/2020	01/2021	Construction 50% complete on Flood and Drainage	800 LF	\$207,100
01/2021	03/2021	Construction 75% complete on Flood and Drainage	1,200 LF	\$299,750
03/2021	06/2021	Construction 100% complete on Flood and Drainage	1,600 LF	\$392,400
09/2021	12/2021	Receive as built, contractor demobilizes and receive engineer’s certification of completion; Pay retainage.		\$436,000
07/2020	08/2020	Begin job creation; begin construction of job creation facility.		
08/2020	06/2021	Complete construction of job creation facility.		
06/2021	12/2021	Complete job creation; submit certified payroll report and income certification forms.	43 FTEs 22 LMI FTEs	
12/2021	02/2022	Submit Administrative Closeout package to DEO.		

## Attachment C – Activity Work Plan

Recipient: City of Palmetto      Activity: 17B - Street Improvements      Project Budget: \$869,000  
 Contract Number: 20DB-OO-08-51-02-E02      Date Prepared: July 16, 2019      Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
07/2020	08/2020	Mobilization of construction equipment, purchase and delivery of materials, installation of barriers and signage		\$43,450
08/2020	11/2020	Construction 25% complete on Street Improvements.	788 LF	\$228,000
11/2020	01/2021	Construction 50% complete on Street Improvements.	1,576 LF	\$412,500
01/2021	03/2021	Construction 75% complete on Street Improvements.	2,364 LF	\$597,000
03/2021	06/2021	Construction 100% complete on Street Improvements.	3,150 LF	\$782,000
09/2021	12/2021	Receive as built, contractor demobilizes and receive engineer’s certification of completion; Pay retainage.		\$869,000
07/2020	08/2020	Begin job creation; begin construction of job creation facility.		
08/2020	06/2021	Complete construction of job creation facility.		
06/2021	12/2021	Complete job creation; submit certified payroll report and income certification forms.	43 FTEs 22 LMI FTEs	
12/2021	02/2022	Submit Administrative Closeout package to DEO.		

## Attachment D – Program and Special Conditions

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### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
    - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
  - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
  - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.

### Financial Consequences:

Failure to comply with any one of the conditions listed above within 15 business days after the specified due date will result in a financial consequence of \$1,000 and \$1,000 per month beyond the due date until the requirement is met; and loss of “Readiness to Proceed” points, where applicable, which will impact the overall score of the application. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to Recipient. If Recipient has only one (1) instance of failure to comply with this agreement, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.

A justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 15 calendar days of the due date. Any subgrant agreement for which the Recipient has not completed two or more of the activities listed in a. through d. above shall be rescinded unless DEO agrees that the Recipient has provided adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).

## Attachment D – Program and Special Conditions

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5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in a MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
  - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
  - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
  - d. Nothing in subparagraphs a., b., or c. above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
  - e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
  - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
  - g. Any RFP which includes more than one service shall provide the following:
    - Proposals may be submitted for one or more of the services;
    - Qualifications and proposals shall be separately stated for each service; and
    - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included design services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.

## Attachment D – Program and Special Conditions

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10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. A copy of the Request for Proposals (RFP)
  - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
  - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
  - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
  - g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
  - h. A copy of a cost analysis for all procurements of engineering services;
  - i. A copy of the minutes from the commission/council meeting approving contract award;
  - j. A copy of the proposed contract;
  - k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - l. If a protest was filed, a copy of the protest and documentation of resolution;
  - m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
  - n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].

## Attachment D – Program and Special Conditions

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- b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the “Authority to Use Grant Funds.”**
13. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
14. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the “URA”), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

15. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
- a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient’s efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer’s recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form SC-51 – Bidding Information and Contractor Eligibility;
    - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);



## Attachment D – Program and Special Conditions

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- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
  - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
  - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
17. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
  18. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
    - a. Notice to Proceed;
    - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
    - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
  19. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
  20. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
    - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
    - The CDBG portion of the cost of post-administrative closeout audits.
  21. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.

## Attachment D – Program and Special Conditions

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22. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
23. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
24. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

## Attachment D – Program and Special Conditions

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30. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### Special Conditions

1. Within 90 days following the execution of this Agreement, Recipient will provide DEO with an Affirmative Action Plan that addresses the Recipient's employee minority hiring goals. Portions of the required affirmative action language are included in the City's updated CDBG Procurement Policy. The portion pertaining to the City's minority hiring goals can be included in an update to the City's Personnel Policy or can be included in a stand alone Affirmative Action Plan.
2. Within 90 days following the execution of this Agreement, the Recipient will provide DEO with a revised EEO Policy that include genetics as a protected class. This can be achieved by updating section 2.01 on page 7 of the City's Personnel Policy.

## Attachment E – Category Specific Conditions for Economic Development

1. This project must meet the “Public Benefit Standards” by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment B – Project Narrative.) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a “National Objective” by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
  - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient’s Application for Funding, Attachment B – Project Narrative of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient’s Application for Funding, Attachment B – Project Narrative of the Subgrant Agreement and on the Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient’s Subgrant Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Pre-Employment Household Income Certification Form, Form SC-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
  - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
  - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient’s Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient’s Application is an act of default;
  - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient’s Subgrant Agreement;

## Attachment E – Category Specific Conditions for Economic Development

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- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the “Participating Party Facility”). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is “on schedule” under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
  - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant job loss as defined in 24 CFR 570.582(h);
  - (ii) The Participating Party agrees to reimburse the Recipient any CDBG assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 CFR 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

## Attachment E – Category Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
  - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
  - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
  - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.  
  
Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

## Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

## Attachment G – Civil Rights Requirements

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### Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.



## Attachment G – Civil Rights Requirements

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### Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

## Attachment G – Civil Rights Requirements

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- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

## Attachment G – Civil Rights Requirements

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### *Section 3 Clause*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Whistleblower Protection**

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

### Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Palmetto, shall comply with all the provisions and Federal regulations listed in this attachment.

By: Shirley Groover Bryant Date: 10/15/19

Name: Shirley Groover Bryant

Title: Mayor

## Attachment H – Reports

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The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all construction has been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
  - b. Documentation of any leverage expended after the last on-site monitoring visit;
  - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
  - d. Documentation that all citizen complaints related to the project have been resolved;
  - e. A list of the homes receiving direct benefit, if applicable; and,
  - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

## Attachment H – Reports

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5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the DEO grant manager for this Agreement.

**Financial Consequences:** The Recipient's failure to submit any report or required supporting documentation as specified under "Reports" by its due date will result in the assessment by DEO of a financial consequence in the amount of \$200 after the specified due date and \$200 per month beyond the due date for each deliverable until it is received. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to the Recipient. If the Recipient has only one (1) instance of failure to timely submit a report or required supporting documentation, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.

## Attachment I – Warranties and Representations

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### Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

## Attachment J – Audit Requirements

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The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>



## Attachment J – Audit Requirements

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### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@deo.myflorida.com](mailto:FMA-RWB@deo.myflorida.com)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

## Attachment J – Audit Requirements

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2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - A. DEO at the following address:

Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### **PART V: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit 1 to Attachment J – Funding Sources

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### Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Recipient:</b>	\$1,500,000
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided for needed infrastructure improvements to support a business that is creating jobs for low- and moderate-income residents.

*This is not a research and development award.*

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

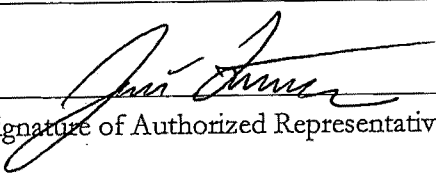
Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

*N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

## Attachment K – Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></p>	
<p>Recipient: City of Palmetto</p>	
<p>FEIN: 59-6000403</p>	<p>Recipient's Fiscal Year:</p>
<p>Contact Name: Mr. Jim Freeman</p>	<p>Contact's Phone: (941) 723-4570</p>
<p>Contact's Email: jfreeman@palmettofl.org</p>	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<p><b>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
<p style="text-align: center;"></p>	<p style="text-align: center;">10/15/19</p>
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p style="text-align: center;">Jim Freeman</p>	<p style="text-align: center;">City Clerk</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>

Date of Notice: 11/20/19

## Notice of Grant Award/Fund Availability General Information

<b>Subrecipient Name:</b>	City of Palmetto	
<b>Data Universal Numbering System(DUNS #):</b>	087751848	
<b>Federal Award Name:</b>	Community Development Block Grant	
<b>Grantor:</b>	U.S. Department of Housing and Urban Development	
<b>Federal Award Identification Number (FAIN):</b>	B-18-DC-12-0001	
<b>Federal Award Year:</b>	2018	
<b>CFDA/CSFA Title and Number:</b>	Community Development Block Grant	14.228
<b>Award for Research &amp; Development (Y/N):</b>	No	
<b>Action being Taken:</b>	Issue Release/Change Beginning and End Date	

### Award Information

<b>Program Year in SERA:</b>	PY2018
<b>Program Group in SERA:</b>	Community Development Block Grant (CDBG)
<b>Program Name in SERA:</b>	Economic Development
<b>Project in SERA:</b>	N/A
<b>FLAIR Contract #:</b>	H2383
<b>NFA ID #:</b>	038378
<b>FLAIR Grant #:</b>	DBF19
<b>Award Period Begin Date:</b>	August 01, 2019
<b>Award Period End Date:</b>	January 31, 2022
<b>Close Out Due by:</b>	March 15, 2022

### Award and Fund Availability

	Award	Funds Available / Release (Maximum cash available for draw)
<b>Current Award/Release:</b>	\$1,500,000	\$0
<b>This Action:</b>	\$0	\$1,500,000
<b>Revised Award/Release:</b>	\$1,500,000	\$1,500,000

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

**General Conditions:** DEO has approved a grant award for your unit of general local government (UGLG). These funds will be available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. Expenditures utilizing these funds must be consistent with the Subrecipient Agreement executed between the UGL and the Department of Economic Opportunity (DEO) and in compliance with all federal and state rules, regulations, policies and grant conditions applicable to the grant program described on page one.

**Special Grant Conditions:** Use of these funds must follow all applicable CDBG laws, rules, and regulations, must be consistent with the CDBG Funding Agreement between HUD and DEO. The CDBG Funding Agreement is located at:

<http://floridajobs.org/grants-management/grants-management/lwdb-grant-resources>

**Financial Reporting Requirements:** All payment requests and expenditures must be recorded in accordance with the SERA Business Rules. Payment requests and expenditures must be recorded within established timelines, in accordance with the Subrecipient agreements, and by the cost categories noted in Attachment A of the Subrecipient Agreement.

**Closeout Procedures:** This NFA must be closed out by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

**Other Notes/Comments:**

**Questions:** Fiscal questions regarding these funds should be addressed to Cristin Phillips at (850) 245-7119 or via email to [Cristin.phillips@deo.myflorida.com](mailto:Cristin.phillips@deo.myflorida.com). Subrecipient Enterprise Resource Application (SERA) questions should be addressed to Lemuel Toro at (850) 245-7359 or via email to [lemuel.toro@deo.myflorida.com](mailto:lemuel.toro@deo.myflorida.com).



## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

September 17, 2020

BOCC Manatee County Public Works

**Attn:** Sia Mollanazar, P.E.  
1022 26th Ave. East  
Bradenton, FL 34208

City of Palmetto  
Attn: Mohammed Rayan  
601 17th Street West  
Palmetto, FL 34221

**Subject: Notice of Intended Agency Action - Approval  
ERP Individual Construction**

Project Name: Manatee County - 7th Street East Expansion  
App ID/Permit No: 805004 / 43044753.000  
County: Manatee  
Sec/Twp/Rge: S13/T34S/R17E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Nicole L. Lynn, P.E., Ardurra Group, Inc.



## Southwest Florida Water Management District

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Tampa, Florida 33637-6759  
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September 17, 2020

BOCC Manatee County Public Works  
Attn: Sia Mollanazar, P.E.  
1022 26th Ave. East  
Bradenton, FL 34208

City of Palmetto  
Attn: Mohammed Rayan  
601 17th Street West  
Palmetto, FL 34221

Subject: **Notice of Agency Action - Approval  
ERP Individual Construction**

Project Name: Manatee County - 7th Street East Expansion  
App ID/Permit No: 805004 / 43044753.000  
County: Manatee  
Sec/Twp/Rge: S13/T34S/R 17 E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.



If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:   Approved Permit w/Conditions Attached  
                  As-Built Certification and Request for Conversion to Operation Phase  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             Nicole L. Lynn, P.E., Ardurra Group, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION  
PERMIT NO. 43044753.000**

**EXPIRATION DATE:** September 17, 2025

**PERMIT ISSUE DATE:** September 17, 2020

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Manatee County - 7th Street East Expansion

**GRANTED TO:** BOCC Manatee County Public Works  
Attn: Sia Mollanazar, P.E.  
1022 26th Ave. East  
Bradenton, FL 34208

**OTHER PERMITTEES:** City of Palmetto  
Attn: Mohammed Rayan  
601 17th Street West  
Palmetto, FL 34221

**ABSTRACT:** This permit authorization is for the construction of a stormwater management system, serving a 12.3-acre governmental facility. The project activities include the construction of a roadway extension for 7th Street East, the relocation of an existing wet detention Pond 1, an existing parking area reconstruction, and associated infrastructure. One new on-line dry retention pond will provide treatment and attenuation for runoff from the 7th Street East roadway extension, and the relocated wet detention pond will provide treatment and attenuation for the reconstructed parking area. The project site is located approximately 750 feet east of the intersection of 7th Street East and US 41/US 301 South, in Manatee County.

**OP. & MAIN. ENTITY:** BOCC Manatee County Public Works

**OTHER OP. & MAIN. ENTITY:** City of Palmetto

**COUNTY:** Manatee

**SEC/TWP/RGE:** S13/T34S/R17E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:**

24.77

**PROJECT SIZE:** 12.30 Acres

**LAND USE:** Government

**DATE APPLICATION FILED:** July 02, 2020

**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
New - 7th St. Pond	0.17	ON-LINE RETENTION
Relocated - Pond 1	0.61	MAN-MADE WET DETENTION
	<b>Total: 0.78</b>	

Water Quantity/Quality Comments:

The proposed 7th Street East pond provides treatment for runoff from the roadway via on-line dry retention. The relocated Pond 1 provides treatment for runoff from the reconfigured parking area via wet detention. The project is located within the watershed of an Impaired Water Body, Tampa Bay Tributaries - Manatee River Below Braden River, (WBID ID: 1848A), which is listed as impaired for nutrients. Water quality certification is waived as a condition of this permit. The stormwater management system for 7th Street East pond has been designed to cause a net improvement to the receiving water body by treating 1.05 inch of runoff via percolation. Presumptive criteria was utilized in determining the required treatment volume for relocated Pond 1. Presumptive criteria for relocated Pond 1 resulted in a larger treatment volume than that prescribed by the pollutant loading analysis regarding the net improvement requirement. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVO 88).

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
1.44	0.00	Storage Modeling	N/A

Floodplain Comment:

On-site floodplain elevations have been established by the FEMA flood information. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on off-site locations by dynamic stormwater modeling.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Imoacts		Temoorary Imoacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Ditch	0.01	0.00	0.01	0.00	0.00	0.00
<b>Total:</b>	<b>0.01</b>	<b>0.00</b>	<b>0.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

• For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there are less than 0.01 acre of other surface water features (FLUCCS 510) located within the project area. Permanent filling impacts to less than 0.01 acre of the project surface waters will occur for construction of an outfall structure.

**Mitigation Information**

Mitigation Comments:

Mitigation will not be required for permanent filling impacts to less than 0.01 acre of surface waters pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
4. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
5. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
6. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
7. The Permitted Plan Set for this project includes: The set received by the District on September 11, 2020.
8. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

9. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
10. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
11. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
12. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well

contractor.

b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

13. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
15. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
16. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

**GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate: and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving



subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

NOTICE OF  
**AUTHORIZATION**  
TO COMMENCE CONSTRUCTION

Manatee County - 7th Street East Expansion

PROJECT NAME

Government

PROJECT TYPE

Manatee

COUNTY

S13/T34S/R17E

SEC(S)/TWP(S)/RGE(S)

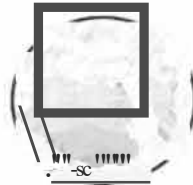
BOCC Manatee County Public Works

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 805004 / 43044753.000

DATE ISSUED: September 17, 2020



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



## MEMORANDUM

To: File of Record

From: Lauren Greenawalt, Lead Environmental Scientist

Subject: Application No. 805004 / Manatee County - 7th Street East Expansion

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**Project Description:**

An extension of 7<sup>th</sup> Street East from the parcel to the west to Haben Blvd. with a roundabout, and construction of a stormwater management system for a future convention center parking lot.

**Environmental Comments:**

Wetlands are not located within the project area for this ERP; however, there are less than 0.01 acre of other surface water features (FLUCCS 510) located within the project area. Permanent filling impacts to less than 0.01 acre of the project surface waters will occur for construction of an outfall structure.

**Mitigation:**

Mitigation will not be required for permanent filling impacts to less than 0.01 acre of surface waters pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

**Noticing:** A notice was sent to OHR, FFWCC, and DEO on 7/20/2020.

**Sovereign Submerged Lands:** N/A

**SPGP:** N/A

## SUPPLEMENTAL CONDITIONS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

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## **1. Termination (Cause and Convenience)**

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be affected unless the other party is given:
  - 1. not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - 2. an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.
- C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but
  - 1. no amount shall be allowed for anticipated profit on unperformed services or other work, and
  - 2. any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **2. Access to Records**

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **3. Retention of Records**

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

## **4. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.



## **5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

## **6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **7. Special Equal Opportunity Provisions**

### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

### **B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

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

**Female participation: 6.9% (statewide)**

**Minority participation Refer to Section 3 Minority Participation Goals**

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

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

- a. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- b. As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the City in which the contract work is being undertaken.

D. 41 CFR 60-4.3. Equal Opportunity Clauses

1. The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations

- promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
    - a. **Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.**
    - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
    - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
    - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
    - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
    - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
    - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
    - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
  - q. Become familiar with the HUD "Questions and Answers on Sexual Harassment under the Fair Housing Act." And request a copy from the City if needed.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7. (a) through (q). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (q) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

E. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**8. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to

ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- H. Section 503 Handicapped (Contracts \$2,500 or more)
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - 3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - 4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - 5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of

Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### **Additional Specific Requirement for Contractors/Subcontractors – Section 3 solicitations**

As noted elsewhere in this document, the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Economic Opportunity (FDEO) consider the hiring of Section 3 individuals (either low or very-low income persons according to HUD guidelines) as an extremely important goal of all Community Development Block Grant (CDBG) funded projects. Thus, during monitoring visits, DEO will expect to find documentation from both prime contractor and subcontractors that effort was made to reach Section 3 individuals for any new hiring for this CDBG-funded project. OneStop Career Center offices are an excellent resource to use in reaching out to find possible Section 3 hires. Local offices can be found on the web at: <http://careercenteroffices.com/state/FL.html>. Again, you must document your contacts with this or any other employment office that you might use. Make copies of and keep all emails pertaining to your communications with these employment offices. Also, make copies for the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant. On occasion, individuals living in the area of the project may contact you or your employees at the project site. If you do hire such individuals, just make a memorandum for the files describing the circumstances, such as when and who was contacted and date hired. There is also a Section 3 self-certification form that will be required. Contact your grantee or the consultant.

#### I. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

1. to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
2. to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
3. to reduce the wage rate of any employee in order to comply with this chapter.

#### J. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

1. Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information. The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.
2. "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

### **9. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract,



during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

#### **10. Utilization of Minority and Women Firms (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

#### **Additional Specific Requirement for Contractor/Subcontractors – WMBE solicitations**

The State of Florida Department of Economic Opportunity (FDEO) has advised in its recent monitoring's that the grantee and its contractors and subcontractors are required to solicit for woman and minority businesses (WMBE) when hiring for Community Development Block Grant (CDBG) activities. Additionally, FDEO has advised that the State has a website that has lists of WMBE certified firms by County that should be used when this solicitation is carried out. FDEO has also advised that the grantee, contractors and subcontractors should use not only the list for the County in which the project is taking place but all adjoining counties as well. Following this page, you will find that list. You are advised to use this list to create a mass-mailing email to send your Invitation to Bid/Request for Proposal or whatever document you use to advise firms that you have a project that you are looking for firms to bid on. You should require a return reply and keep a copy of the sent email and replies. Copies should also be sent to the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant.

#### **11. Federal Labor Standards Provisions**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)** The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be

compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- B. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is utilized in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
    - a. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
    - b. In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
    - c. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  4. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  5. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- C. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part

of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
1. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
    - a. Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
      2. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
      3. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
      4. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
        - a. The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section
        - b. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
  5. The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

E. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved
2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- F. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- G. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- H. Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- I. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- J. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- K. Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
1. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
  2. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- L. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- M. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act , which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

N. Health and Safety

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
3. The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**12. Guidance to Contractor for Compliance with Labor Standards Provisions**

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

1. The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.
2. The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.
3. A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
4. The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner’s representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors/Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as “owner” is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls

must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

#### H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

#### I. E-Verify

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

1. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:  
<http://www.uscis.gov/e-verify/e-verify-enrollment-page>
2. Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:  
[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/MOU\\_for\\_E-Verify\\_Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf)
3. The Department of Homeland Security offers tutorials and other assistance at the web address below:  
<http://www.uscis.gov/e-verify/you-start>

#### **Additional Specific Requirement for Contractors/Subcontractors – Employment Eligibility Verification**

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Department of Economic Opportunity (DEO) contracts in excess of nominal value to expressly require recipients to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by recipient during the Agreement term. All prime contracts under the Agreement also requires that contractors and subcontractors performing work or providing services pursuant to the Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.



E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU). There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.dhs.gov/e-verify>

If recipient does not have an E-Verify MOU in effect, recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of the Agreement.

### **13. Lobby Prohibition**

A. No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency. (b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief;

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency," a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying."

The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **14. Debarment**

Pursuant to 2 CFR 2424, all grantees are required to verify that any/all persons, contractors, consultants, businesses, sub-recipients, etc. that are conducting business with the grantee, including any city/county or the grantee itself, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Verification will be checked through excluded parties list at [www.sam.gov](http://www.sam.gov).

### **15. Record Keeping and Documentation**

The Recipient, its employees or agents, including all contractors, subcontractors or consultants to be paid from funds under this Agreement, shall allow access to its records at reasonable times to the City, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8am to 5pm local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City.

A. The Contractor shall maintain all records required by the grantor.

B. All reports, plans, surveys, information, documents, maps and other data procedures developed,

prepared, assembled, or completed by the Contractor for the purpose of this Agreements shall be made available to the City by the Contractor at any time upon request by the City or HUD. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this agreement shall be surrendered to the City if requested. In any event the sub-recipient shall keep all documents for six (6) years after the expiration of this agreement.

**16. Grantee Recognition**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to the funding source. The Contractor will mount a temporary construction sign for projects funded by the FY16 CDBG Neighborhood Revitalization Project though City of Palmetto. The design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The Construction sign shall comply with applicable City codes. Please refer to Section 31 CDBG Sign Requirements.

**17. Right and Patent Rights**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**18. Religious Organizations**

CDBG funds may not be used for religious activities or provided to primarily religions organizations. Section 24 CFR 570.200(j) specifies the limitations on CDBG funds.

**19. Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**20. Specific Requirements for Subcontractors**

- A. The Owner is responsible for ensuring that the contractor(s) cause(s) appropriate provisions to be inserted in all subcontracts to bind subcontractors to all CDBG contract requirements.
- B. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements in addition to those set forth in this section.
- C. Work performed by any contractor listed as debarred, ineligible, suspended or indebted to the United States from contractual dealings with Federal government departments will be ineligible for reimbursement wholly or partially from CDBG.
- D. All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246 (see page 46).
- E. All subcontracts must contain a nondiscrimination clause.
- F. Each subcontract must contain a requirement for compliance with the Davis-Bacon and related acts (see page 46).

- G. Each subcontractor must submit weekly payroll records and a weekly statement of compliance. These documents should be submitted to the prime contractor. The subcontractor can satisfy this requirement by submitting a properly executed Department of Labor Form WH-347.
- H. Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

## **21. Labor Standards Overview**

### **A. OVERVIEW**

- 1. The Davis-Bacon Act (DBA) applies to all construction contracts over \$2,000, unless the programs authorizing legislation contains exceptions.
  - a. The DBA requires that all workers or mechanics working on covered projects be paid minimum hourly wages and fringe benefits according to the wage decision(s) applicable to that contract.
  - b. Work done by a local government's own employees (force account) is not subject to DBA.
  - c. If any portion of a contract requires DBA, then all work performed under that contract is subject to DBA.
  - d. In the CDBG program, only rehabilitation of residential property containing less than 8 units is exempt from DBA.
- 2. Additionally, contractors must comply with the Contract Work Hours and Safety Standards Act (CWHSSA) and the Copeland (Anti-Kickback).
  - a. The CWHSSA requires that, for any project in which the prime contract exceeds \$100,000, workers be paid one and one-half times their normal hourly rate for any hours worked in excess of 40 hours weekly, based on a workweek of seven consecutive days.
  - b. The Copeland Act prohibits any person from inducing a worker, on a federally funded project, to give up any part of the compensation to which the worker is entitled.

### **B. WAGE DECISIONS**

- 1. Under DBA, construction work is categorized as Residential, Building, Heavy, Water and Sewer, or Highway work. Each construction contract to which DBA applies must contain the wage decision for the appropriate category (or categories) based on the work required by the contract.
- 2. A separate wage decision for a category is not required if the value of work (as bid) in that category does not exceed 20% of the total "as bid" construction cost. (Note that the actual bid cost, not the estimated cost, determines whether a separate wage decision is used.)
- 3. If more than one wage decision is used, the payrolls must reflect which wage decision is applicable unless all workers are paid at least the highest hourly rate possible under either wage decision.

### **C. LOCAL GOVERNMENT MONITORING DURING CONSTRUCTION**

- 1. During project construction, the local government or its representative will monitor compliance with the DBA, CWHSSA, and Copeland Act by reviewing payrolls of the contractor and all subcontractors.
- 2. The DBA applies to laborers and mechanics working on any project when the prime contract exceeds \$2,000.
  - a. The DBA does not apply to supervisory staff, provided at least 80% of their time during the work week is spent performing supervisory tasks. Otherwise, they are subject to the DBA during that workweek.
  - b. "Self-employed owners" are not exempt from the DBA and must submit a payroll report reflecting the hours worked on the project, the type of work being performed, and that they are the owner. Hourly rates do not need to be reported if this information is not known, but the amount of the subcontract should be indicated.
  - c. "Supply" contracts are also not subject to the DBA. (A supply contract furnishes only equipment, materials or supplies which involves no or only "incidental" construction at the project site. Construction is "incidental" if it does not exceed 13% of the contract or subcontract price and there is documentation to support this.
- 3. During project construction, the local government or its representative will also conduct interviews with the contractor's and subcontractors' workers to verify the accuracy of the payrolls.
  - a. Interviews must cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor.
  - b. On-site interviews will be conducted whenever possible, but mail interviews may be conducted if on-site interviews cannot be performed.

- c. Any discrepancies between the interviews and payrolls must be resolved in a timely manner which, to the extent possible, shields the identity of the worker(s) involved.
- 4. If a contractor/subcontractor is required to pay a cumulative total of more than \$100 in back wages during the contract period, the local government is required to submit an enforcement report to FDEO.
  - a. Any corrective actions by a contractor must be documented in the project files. For back wages over \$10, there must be a copy of the front of the wage restitution check and a signed acknowledgment from the worker that the check was received, including the amount received.
  - b. If there are overtime violations, the local government must assess liquidated damages of \$10 per day per worker who should have received overtime but did not.

#### D. FDEO MONITORING

- 1. The FDEO will typically monitor when construction is between 60-80% complete.
- 2. During monitoring, special attention is given to the following areas:
  - a. payrolls, particularly from subcontractors, are being submitted and reviewed in a timely manner;
  - b. all classifications are included in the wage decision or have been conformed/added with FDEO/DOL approval;
  - c. any helper/trainee/apprentice classifications are in accordance with regulations for these titles;
  - d. signed authorizations are on file for any worker with “other” deductions;
  - e. interviews have been conducted with workers of the prime contractor and any subcontractors;
  - f. if more than one decision was used, the payrolls distinguish which wage decision is being used for each worker; and
  - g. wage decision is posted in a conspicuous location at the project site.
  - h. “incidental” if it does not exceed 13% of the contract or subcontract price and there is documentation to support this.
- 3. During project construction, the local government or its representative will also conduct interviews with the contractor’s and subcontractors’ workers to verify the accuracy of the payrolls.
  - a. Interviews must cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor.
  - b. On-site interviews will be conducted whenever possible, but mail interviews may be conducted if on-site interviews cannot be performed.
  - c. Any discrepancies between the interviews and payrolls must be resolved in a timely manner which, to the extent possible, shields the identity of the worker(s) involved.
- 4. If a contractor/subcontractor is required to pay a cumulative total of more than \$100 in back wages during the contract period, the local government is required to submit an enforcement report to FDEO.
  - a. Any corrective actions by a contractor must be documented in the project files. For back wages over \$10, there must be a copy of the front of the wage restitution check and a signed acknowledgment from the worker that the check was received, including the amount received.
  - b. If there are overtime violations, the local government must assess liquidated damages of \$10 per day per worker who should have received overtime but did not.

#### E. TYPICAL LABOR STANDARDS MONITORING PROBLEMS

- 1. Inappropriate use of “apprentice”, “trainee”, and “helper” classifications.
- 2. Use of a classification which is not in the wage decision or is vague (“operator”).
- 3. Failure to obtain subcontractor payrolls.
- 4. Lack of signed authorizations for workers with “other” deductions.
- 5. Lack of interviews, including not covering enough classifications or not interviewing subcontractors.
- 6. “Salaried” workers covered by DBA not treated as an hourly worker for regular and overtime purposes.
- 7. Using one wage decision when two are required based on value of work in each category.
- 8. If two wage decisions are used, and workers are not paid the higher hourly rate possible for that classification, payrolls fail to reflect which wage decision(s) is applicable to which worker.
- 9. Whenever owner works on site, it must be reflected in a payroll time sheet. Title must also reflect working title, such as electrician, plumber, etc.

### **22. Common Questions Regarding Davis Bacon**

The wage determination applicable to my project does not contain a class of workers which is needed to complete construction. Can a worker classification and wage rate be added to an existing wage determination? After contract

award, a contractor shall submit to the owner, the addition of any needed classification of laborers or mechanics not listed in the wage determination, together with the proposed wage rates and fringe benefits conformable to the wage determination. Such an action requires the concurrence of the employees or their representative and the owner, and the Wage and Hour Division of the U.S. Department of Labor (USDOL) must approve of the action. An additional classification action is not valid unless the USDOL Department had approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the view of all interested parties and the recommendation of the owner.

The owner shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The owner will approve the classification and the proposed wage rate and fringe benefits only when the following criteria have been met:

- A. The work to be performed by the classification requested is not performed by any classification in the wage determination; and
- B. The classification is utilized in the area by the construction industry; and
- C. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- D. There is evidence of agreement on the classification and proposed wage rate among the parties involved; and
- E. The request does not involve wage rates for apprentices or trainees.

If the officer believes that these criteria are not met, the classification or wage rate may not be approved but shall be referred to the Wage and Hour Division for resolution of dispute.

All conformance notices submitted to USDOL will be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division must be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are complied with.

How do workers on a construction site know that a project is covered by the Davis Bacon Act? How do they know the prevailing wage to which they are entitled?

The wage determination (including any additional classifications and wage rates conformed) and a Davis Bacon poster (WH 1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen. The WH 1321 poster may be obtained at no charge from offices of the Wage and Hour Division.

Once construction has begun, are the workers' wage rates affected when the wage determination for the area in which the project is located is changed?

As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

Is it possible for more than one wage schedule to apply to contract specifications?

Construction projects are generally classified as either Building, Heavy, Highway or Residential for purposes of issuing wage determinations. Wage schedules for one or more of these construction categories may have application to construction items contained in a proposed construction project. Guidelines for the selection of proper wage schedules are set forth in All Agency Memoranda Nos. 130 (March 17, 1978) and 131 (July 14, 1978). Any questions regarding the application of these guidelines to a particular project, or any disputes regarding the application of the wage schedules issued for the various construction categories are to be referred to the Wage and Hour Division, together with relevant information, including a complete description of the project and area practice.

As the owner, what is my obligation when the wage determinations applicable to a construction project contain multiple wage schedules?

It is the responsibility of the owner to advise contractors which schedule shall be applied to the various construction items in the bid specifications. Because of the complexities in the application of multiple schedules (see Question 4 above), the owner should consult with the Wage and Hour Division to resolve any questions.

Can apprentices, trainees, and/or helpers work on project covered by the Davis Bacon or related Acts and what wage rates must they be paid?

A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice may work on such projects.

Trainees employed must be persons registered in construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on the job training programs and which have been so certified by that Administration. Note that information on wage rates paid to apprentices and trainees is not solicited nor do the wage determinations issued include apprenticed classifications. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal Aid Highway Act, apprentices and trainees certified by the Secretary of Transportation are not covered by Davis Bacon labor standards.

The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates

for laborers and mechanics employed on the project performing the kind or classification of work they actually performed, regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill.

Under existing regulations, helper classifications are not listed in wage determinations or approved as an additional classification unless certain criteria are present: 1) the use of helpers is an established prevailing practice; 2) the duties of the helper are clearly defined and distinct from the duties of the journeyman classification; 3) their duties are distinct from the duties of the laborers, and 4) the “helper” is not synonymous with “trainee” in an informal training program. Helpers can only be employed on a Davis Bacon project at wage rates less than those specified for a given craft classification if the applicable wage determination lists a prevailing wage for a particular helper classification or if the particular helper classification has been approved as an additional classification. In the event employees, improperly classified as helpers regardless of their level of skill, are employed on a covered project, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing the kind or classification of work they actually performed.

What wage rates must be paid to supervisory employees (foreman, general foremen, superintendents, etc.) employed on a covered project?

The wage rates for bona fide supervisory employees are not regulated under the Davis Bacon and related Acts since their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent and must be paid the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act at 29 CFR Part 541 are not covered by the Davis Bacon Act.

What records shall contractors and subcontractors submit to the owner?

Each contractor and subcontractor performing construction work on the project shall submit copies of their payroll records for employees working on the project as soon as practicable after each payroll. It is the responsibility of the prime contractor to include a copy of the Davis Bacon wage determination in each construction subcontract and to ensure that subcontractors submit payroll records.

What is the responsibility of the owner for monitoring contractor and subcontractor compliance with Davis Bacon requirements?

The owner shall ensure that the wage determination is posted at the job site and that payroll records are submitted on a timely basis.

Payroll records should be reviewed to verify that the minimum wage rates for each classification are being paid. Random private interviews of a few employees of the prime contractor and each on site subcontractor should be conducted monthly to determine type of work performed, classification, and hourly rate. Answers should be verified for agreement with payroll records. If payroll records or interviews indicate that minimum rates possibly are not being paid or that employee classification may be inappropriate based on work performed, the owner should contact the nearest Wage and Hour Division office for possible further investigation by that office.

Please clarify the “in whole or in part” application of the Davis Bacon Act regulations to construction contracts.

The Davis Bacon Act will apply to a contract if two conditions are met. First, the contract amount must exceed \$2000. This amount is for the total contract, not just that portion involving federal funds. Second, the contract work must be subject to the Davis Bacon Act by the authorizing legislation of the federal programs involved. If a construction contract involves more than one federal program, the applicability of the Davis Bacon Act under each federal program must be reviewed. If the Davis Bacon Act is applicable under one program, then the entire contract must comply with the Act's requirements even if that program's portion of the total contract cost is very small. Also, please note that the Davis Bacon Act regulations use

only the term “contract.” Confusion arises from the use of “contract” and “project” interchangeably. The Davis Bacon Act applies to contracts. A project may have more than one contract. It is possible that the Davis Bacon Act will apply to one contract but not another, based on the two part test described above.

In monitoring for overtime, is the local government required to determine hours worked by an employee on other projects?

The local government cannot require the contractor to submit payroll information from other projects. If the payroll being reviewed shows that an employee did not work more than 40 hours in the week, overtime is not an issue.

#### OTHER IMPORTANT DAVIS BACON DETAILS

- A. The DOL will not consider any “helper” classifications, apparently due to no funding for staff needed to do this. A contractor should not even bother to submit a request for the “helper” classification. (If the worker does not qualify for classification as “apprentice” or “trainee,” the most likely option is to use the full “trade” classification unless the contractor can show that another classification, such as “laborer,” is more appropriate. But a “laborer” should not be using specialized tools of a trade.)
- B. For deductions requiring DOL approval, DOL typically responds in just a few days and approval is usually given if 29 CFR 3 is met. Once a type of deduction is approved, the approval is good for one year for all federally funded projects by the contractor.
- C. Payroll deductions, beyond those listed in the regulation (29 CFR 3) as “permissible with USDOL approval,” may still be made without USDOL approval if the deductions do not reduce the worker's pay (including any applicable fringe) below the minimum in the wage decision.
- D. A worker's pay is considered to be in compliance with the wage decision if the total of hourly rate and any fringe benefits received equals at least the total minimum amount in the wage decision, regardless of the distribution between cash hourly rate and fringe benefits. (Example: If a wage decision requires \$6 per hour and no fringe benefits, employer is in compliance by paying \$5 hourly in cash and \$1 in fringe benefits.)
- E. A contractor's work week must be seven consecutive days. This is to preclude a contractor from changing his work week in a way to avoid overtime.
- F. Owners are not exempt from the Davis Bacon Act if they work on the project site



**23. First Wage Decision (Davis Bacon Requirement)**

INCLUDED IN THIS SECTION – WAGE DECISIONS FOR THE FOLLOWING:

HIGHWAY CONSTRUCTION	FL20200175 01/03/2020
HEAVY CONSTRUCTION	FL20200122 08/14/2020

TOTAL PAGES: 10 (page numbered separately)

"General Decision Number: FL20210122 09/24/2021

Superseded General Decision Number: FL20200122

State: Florida

Construction Type: Heavy

County: Manatee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021
2	06/18/2021
3	09/24/2021

ELEC0915-003 12/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 30.84	40%+0.35

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ENGI0925-008 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...\$ 29.61		11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150		

Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
Oiler.....	\$ 22.91	11.50

\* IRON0397-006 07/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.35	16.47

LAB00517-002 05/01/2020

	Rates	Fringes
LABORER: Grade Checker.....	\$ 20.51	9.39

PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	12.38

SUFL2009-161 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
LABORER: Common or General.....	\$ 10.90	0.38
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 13.75	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.52
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.75	0.00

OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

"General Decision Number: FL20210175 01/01/2021

Superseded General Decision Number: FL20200175

State: Florida

Construction Type: Highway

County: Manatee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* SUFL2013-036 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 8.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.89	0.00
ELECTRICIAN.....	\$ 21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 16.79	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00

INSTALLER - GUARDRAIL.....	\$ 11.94	0.28
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.39	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 13.19	2.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.89	0.00
LABORER: Common or General.....	\$ 10.87	0.00
LABORER: Flagger.....	\$ 11.77	0.00
LABORER: Grade Checker.....	\$ 15.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.93	0.00
LABORER: Pipelayer.....	\$ 13.95	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.81	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.69	0.00
OPERATOR: Bulldozer.....	\$ 16.79	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 21.69	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 12.58	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.04	0.00
OPERATOR: Loader.....	\$ 14.51	0.00
OPERATOR: Mechanic.....	\$ 19.49	0.00
OPERATOR: Milling Machine.....	\$ 16.09	0.00
OPERATOR: Oiler.....	\$ 17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver		



(Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 13.79	0.00
OPERATOR: Scraper.....	\$ 11.74	0.00
OPERATOR: Screed.....	\$ 16.74	0.00
OPERATOR: Tractor.....	\$ 12.89	0.00
OPERATOR: Trencher.....	\$ 16.07	0.66
PAINTER: Spray.....	\$ 16.38	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.22	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.29	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.88	0.00

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

=====

END OF GENERAL DECISION

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**24. Form: Required to Add an Additional Classification to the Wage Decision**

**Employee/Employer Wage-Scale Agreement**

Grantee: **City of Palmetto**

Date: \_\_\_\_\_

Contract No: **20DB-OO-08-51-02-E02**

Construction Contract Execution Date: \_\_\_\_\_

Wage Decision: \_\_\_\_\_

Project Description: **2018 CDBG Neighborhood Revitalization**

\_\_\_\_\_

Whereas, City of Palmetto has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Department of Economic Opportunity (FDEO), in the wage decision for this project for the classification of Heavy or Highway, and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5 (a)(1)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore by mutual consent the parties and persons signed below agree to an hourly rate of \$\_\_\_\_\_ and fringe benefit rate of \$\_\_\_\_\_ (may be included in hourly rate), for the above classification while acknowledging full compliance with all other federal labor standards requirements.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer (If Corporation, must be Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Government Official

\_\_\_\_\_  
Date

*Note: Use one form for each affected employee.*

**25. Form: Authorization to Make Deductions (Form)**

**NOTE: The contractor is required to maintain a copy of this authorization form for EVERY DEDUCTION other than those for Federal and State withholding taxes and Federal social security taxes. The only exception is that of court ordered deductions. In this case, a copy of the court order must be on file.**

This form need only be completed once for all payroll periods. If, however, any new deductions occur, a new form must be completed

**26. Form: Authorization To Make Other Deductions**

I, \_\_\_\_\_, hereby authorize my employer,  
\_\_\_\_\_, to make deductions, not otherwise listed as permissible deductions in 29  
CFR, on wages earned while employed on the following project:

PROJECT NUMBER: **20DB-OO-08-51-02-E02**

PROJECT NAME: **2018 CDBG Neighborhood Revitalization**

PROJECT LOCATION: **City of Palmetto**

These deductions are voluntary and are authorized for the purpose of  
\_\_\_\_\_ not to exceed (\$ \_\_\_\_\_ ).  
amount

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **PERMISSIBLE PAYROLL DEDUCTIONS**

The following payroll deductions may be made without requesting approval from the State of Florida (employee authorization or other documentation may still be required, however. Please consult with your program administrator on all payroll deductions.):

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A “bona fide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the forgoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deduction shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Savings bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shared in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between employee provided for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3 (M) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of Title 29, Code of Federal Regulations. When such a deduction is made, the additional records required under Section 516.27 (a) of Title 29, Code of Federal Regulations, shall be kept.



**27. Form: Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees**

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE  
TO SUPERVISE PAYMENTS OF EMPLOYEES

Project Name: **2018 CDBG Neighborhood Revitalization**

Date: \_\_\_\_\_

Location: **City of Palmetto**

Project No.: **20DB-OO-08-51-02-E02**

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (the subcontractor) for

\_\_\_\_\_ in connection with construction of  
*(Specify "General Construction," "Plumbing," "Roofing," etc.)*

the above-mentioned Project, and that (I) (we) have appointed \_\_\_\_\_,

whose signature appears below, to supervise the payment of (my) (out) employees beginning

\_\_\_\_\_, 20\_\_\_\_: That he/she is in a position to have full knowledge of

the facts set forth in the payroll documents and in the statement of compliance required by the so-called

Kick-Back Statue which he is to execute with (my) (our) full authority and approval until such time as (I)

(we) submit to the \_\_\_\_\_ a new certificate appointing  
*(Administering agency – County)*

some other person for the purposes herein above stated.

\_\_\_\_\_  
*(Identifying Signature of Appointee)*

Attest (if required):

\_\_\_\_\_  
*(Name of Firm or Corporation)*

\_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

-----  
NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

**28. Form: Sample Payroll**

Florida Department of Economic Opportunity Sample Payroll Form Link

[https://floridajobs.org/docs/default-source/2015-community-development/community-revitalization/cdbg/recipients/payrollcompliancecertification.pdf?sfvrsn=374866b0\\_2](https://floridajobs.org/docs/default-source/2015-community-development/community-revitalization/cdbg/recipients/payrollcompliancecertification.pdf?sfvrsn=374866b0_2)

## **29. Form: Section 3 Questions and Form**

### Section 3 - Economic Opportunities

#### **What is Section 3?**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

**Download Section 3 information from HUD's website:** <http://www.hud.gov/offices/fheo/section3/section3.cfm>

#### **How does Section 3 promote self- sufficiency?**

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

#### **How does Section 3 promote homeownership?**

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

#### **Who are Section 3 residents?**

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's low-mod income limits.

#### **Determining Income Levels**

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

#### **What is a Section 3 business concern?**

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or

- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### **What programs are covered?**

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

### **What types of economic opportunities are available under Section 3?**

- **Job training**
- **Employment**
- **Contracts**

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

### **Examples of Opportunities include:**

- |                         |                   |
|-------------------------|-------------------|
| • Accounting            | • Research        |
| • Architecture          | • Surveying       |
| • Appliance repair      | • Tile setting    |
| • Bookkeeping           | • Transportation  |
| • Bricklaying           | • Word processing |
| • Carpentry             |                   |
| • Carpet Installation   |                   |
| • Catering              |                   |
| • Cement/Masonry        |                   |
| • Computer/Information  |                   |
| • Demolition            |                   |
| • Drywall               |                   |
| • Electrical            |                   |
| • Elevator Construction |                   |
| • Engineering           |                   |
| • Fencing               |                   |
| • Florists              |                   |
| • Heating               |                   |
| • Iron Works            |                   |
| • Janitorial            |                   |
| • Landscaping           |                   |
| • Machine Operation     |                   |
| • Manufacturing         |                   |
| • Marketing             |                   |
| • Painting              |                   |
| • Payroll Photography   |                   |
| • Plastering            |                   |
| • Plumbing              |                   |
| • Printing Purchasing   |                   |

**Section 3** is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

The **Section 3** program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

**More about Section 3:**

- 24 CFR 135
- Section 3 Summary Report

**Requirement of the Florida Small Cities and Disaster Recovery CDBG Programs**

Any recipient of CDBG funds that has an open grant must report Section 3 activities to the Department by July 31 each year using the Section 3 Summary Report form. The reports received from grant recipients will be summarized by the Department and submitted to HUD with the Annual Performance Report. The following information may assist you in completing the Section 3 Summary Report form:

- Section 3 persons are individuals from households with low or very low income. The Section 8 income limits are used to define low income. Section 3 is “race and gender” neutral.
- If CDBG funds are used for one of the covered activities – housing rehab, housing construction or public construction – a report must be completed.
  - If the funds awarded to a contractor are under \$200,000, no activity needs to be reported. If the funds awarded to a subcontractor are under \$100,000, no activity needs to be reported.
  - If a local government hires an employee that will have any oversight or administrative responsibilities relating to the covered activities, the local government should report Section 3 activity.
- A permanent employee may be an employee hired for full time work on a temporary basis or an employee hired for full time work on the job site whether temporary or permanent.
- Grant recipients and the contractors they work with should attempt to provide employment opportunities to Section 3 persons or businesses when possible. (Job announcements, bid language, etc., may reference that priority will be given to Section 3 persons or businesses.)
  - Grant recipients are not required to set numerical goals nor are they required to have a Section 3 plan. This, however, does not exempt a local government from the requirement to attempt to make economic opportunities available for Section 3 persons or businesses within the area.
- The area or jurisdiction is typically the county or the region surrounding the work to be paid for with CDBG funding OR the county or region nearest to the address of the recipient. Grant recipients may want to give preference to Section 3 individuals or businesses having the same zip code as a way of show preference.
- Grant recipients will have to work closely with contractors in order to be able to report on Section 3 activities. The Department provides a form that contractors may complete to provide information regarding their Section 3 activities.

- When contractors submit bids, they should state whether or not it will be necessary for them to employ additional workers. If a contractor believes that additional employees may be necessary, they should indicate in the bid that they will give preference to hiring low income persons within the area.
- Individuals who have been receiving public assistance may meet the definition of Section 3.
- Any contract reported on the Contractual Obligations and Minority Business Enterprise report that is reflected as a Section 3 business should be reported on during the fiscal year in which the contract was awarded.
- The exclusion for minor rehab does not typically apply to CDBG since the housing unit is usually brought up to the local building code. Minor rehab consists of replacing broken windows, fixing a leaking roof, and other such repairs.



### Section 3 Participation Report

(Construction Prime Contractor)

April, 2015

Local Government: \_\_\_\_\_ CDBG Contract #: \_\_\_\_\_

*This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.*

Contractor's Name: \_\_\_\_\_

Contractor's DUNS Number: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>yes</b> , list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
• If <b>yes</b> , what types of jobs will be filled, and how many additional hires are estimated in each job type?	

**\*Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
  - (i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
  - (ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes. See Section 3 portion of **CDBG Supplemental Conditions for Construction Projects** for additional information.





## Section 3 Participation Report (Construction Subcontractor)

April, 2015

Local Government: \_\_\_\_\_ CDBG Contract #: \_\_\_\_\_

*This form must be completed by construction subcontractors when the prime contract is at least \$100,000. (Do not include the cost of equipment or material supplies unless you are installing also.) Voluntary reporting is encouraged when the prime contract is under \$100,000.*

Subcontractor's Name: \_\_\_\_\_

Subcontractor's DUNS Number: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

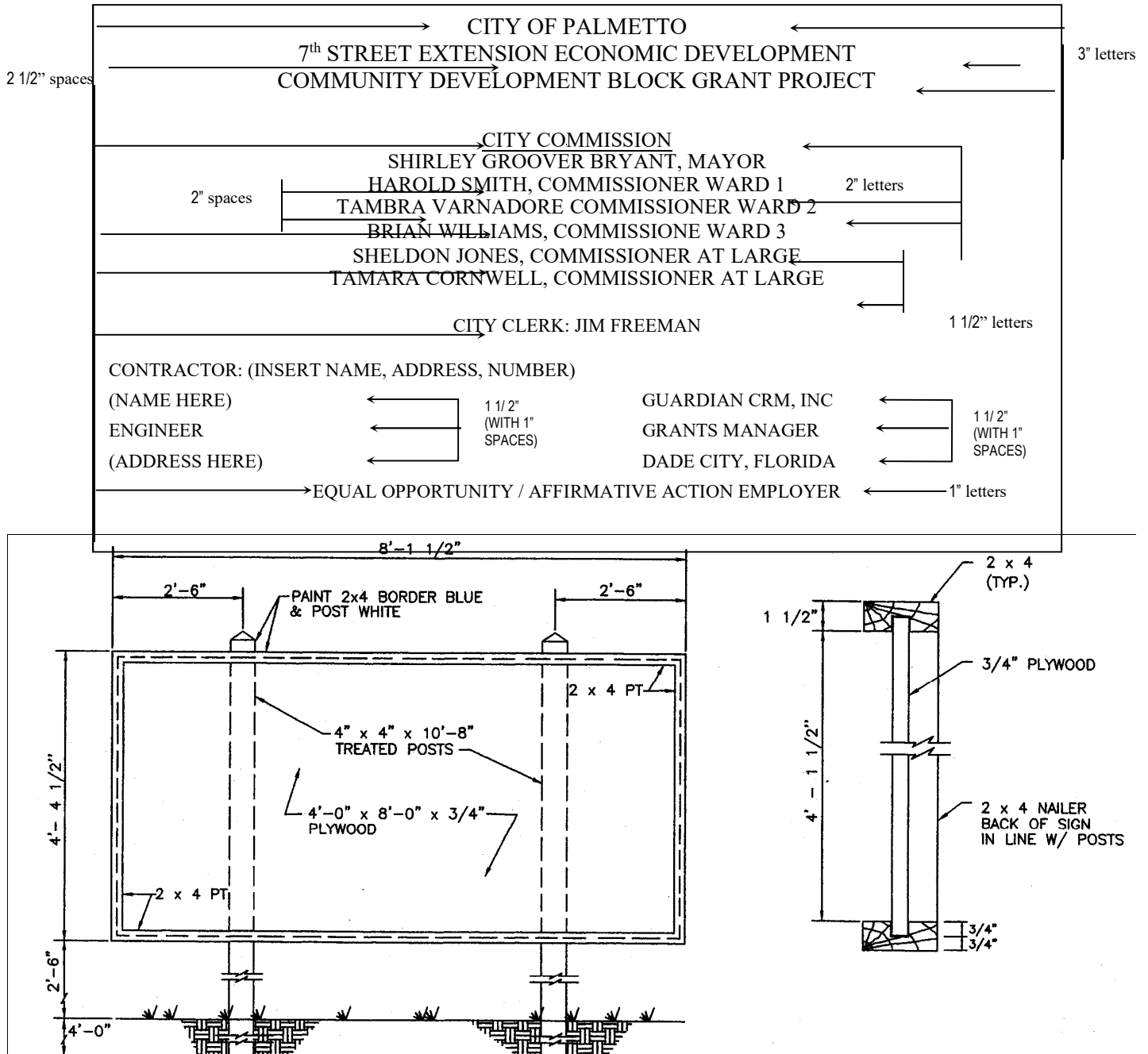
1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> <li>• If <b>yes</b>, what types of jobs (e.g., laborer, equipment operator) will be filled, and how many additional hires are estimated in each job type?</li> </ul>	

**\*Section 3 resident** means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
  - (i) A **low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
  - (ii) A **very low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

**Note:** This contract is funded with federal funds, and this information is required for reporting purposes for projects costing over \$100,000. See Section 3 portion of *CDBG Supplemental Conditions for Construction Contracts* for additional information.

**30. CDBG Sign Requirements - Sample**



**31. Posted Notice to Employees**

**The following “NOTICE TO ALL EMPLOYEES”  
MUST be posted on the Job Site**

# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects

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### MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

**Mohammed Rayan**  
**Public Works**  
**City of Palmetto**  
**(941) 723-4580**

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor Employment Standards Administration.



**32. Minority Participation Goals**

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco .....	17.9
Charlotte, Citrus, Collier, DeSoto,.....	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee .....	15.3
<b>Manatee.....</b>	<b>15.9</b>
Polk .....	18.0
Sarasota.....	10.5
 <u>Tallahassee Area</u>	
Leon, Wakulla.....	24.3
Calhoun, Franklin, Gadsden, Jackson,.....	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	
 <u>Pensacola - Panama City Area</u>	
Bay .....	14.1
Escambia, Santa Rosa .....	18.3
Gulf, Holmes, Okaloosa,.....	15.4
Walton, & Washington (all five counties)	
 <u>Jacksonville Area</u>	
Alachua .....	20.6
Baker, Clay, Duval, Nassau, & St. Johns.....	21.8
Bradford, Columbia, Dixie, Gilchrist .....	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	
 <u>Orlando - Daytona Beach Area</u>	
Volusia .....	15.7
Brevard.....	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties).....	14.9
 <u>Miami - Fort Lauderdale Area</u>	
Dade .....	39.5
Broward .....	15.5
Palm Beach .....	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

Attachment:

## MBE Firms by county

Name	Contact	Address	City	State	Postal Code	County	Email	Phone
All About Hauling, Inc.	Joyce Broom	7261 64th Ave E	Palmetto	FL	34221	Manatee	igbroom@msn.com	941-722-2899
All Steel Consultants, Inc.	Deborah George	714 A 17th Street East	Palmetto	FL	34221	Manatee	dgeorge@ascifl.com	941-727-1444
Alliance Technology Services, LLC	Donna Halligan	8416 Whispering Woods Ct	Bradenton	FL	34303	Manatee	dhalligan@emmonsdevelopment.com	941-893-5988
Alvin K. Brown PA	Alvin Brown	1001 Third Avenue West	Bradenton	FL	34205	Manatee	alvin@akbrownlaw.com	941-953-2825
AMB Structural Cad	Anamaria Brown	4943 80th Ave Cir E	Sarasota	FL	34243	Manatee	ambrown@ambstructuralcad.com	9417356186
American Laboratory Supply LLC	Phil Ho Shue	14702 7th Avenue East	Bradenton	FL	34212	Manatee	csr@microscopeslidestore.com	941-745-1776
Angie Brewer & Associates, L.C.	Spring Wishart	9080 58th Drive East	Bradenton	FL	34202	Manatee	president@angiebrewer.com	941-757-4300
Assenterra, Inc.	Liz Foeller	2002 Riverside Drive	Bradenton	FL	34208	Manatee	efoeller@assenterra.com	941-773-7621
B&E Signal and Lighting, Inc	Nisa Masila	6447 33rd St E	Sarasota	FL	34243	Manatee	nisa@beutility.com	941-758-3594
Benchmark Enviroanalytical, Inc.	Katharine Dixon	1711 12th Street East	Palmetto	FL	34221	Manatee	Katharine.Dixon@benchmarkea.net	941-723-9986
Care Bridge International Inc.	Deborah Watkins	9040 Town Center Parkway	Lakewood Ranch	FL	34202	Manatee	deborah@carebridgeinc.com	941-564-7575
Cheaves Masonry & Construction, Inc.	Richard Cheaves, Sr	1450 29th St E	Palmetto	FL	34221	Manatee	cheavesmasonry@yahoo.com	941-737-3784
Data Science Consulting LLC	Marco Cetraro	11805 Soft Rush Ter	Lakewood Ranch	FL	34202	Manatee	marco.cetraro@datadscilc.com	941-536-9510
Dependable Janitorial	Nora Osten	16 Shady Lane	Palmetto	FL	34221	Manatee	depanitor@yahoo.com	305-248-0826
Disegno LLC	Debra Giaconia	6433 Pine Breeze Run	Sarasota	FL	34243	Manatee	debra.giaconia@disegnolc.com	941-209-9219
Executive Reporting Service	Diane Emery	Com Center 70	Bradenton	FL	34202	Manatee	demery@executive-reporting.com	727-823-4155
Five Points Technology Group, Inc.	Elizabeth Vanacker	4740 E State Road 64	Bradenton	FL	34208	Manatee	elizabeth.vanacker@fivept.com	941-751-1901
Florida Pipette Calibrations	Debbie Martella	21910 Deer Pointe Xing	Bradenton	FL	34202	Manatee	flpipet@aol.com	866-357-4738
Florida State Roofing and Construction Inc.	Deana Childers	2917 56th Pl E	Bradenton	FL	34203	Manatee	fl.st.floyd@hotmail.com	941-379-2501
Forristall Enterprises, Inc.	Mary Forristall	3404 17th Street East	Palmetto	FL	34221	Manatee	mary@forristall.com	941-729-8150
Freedom Bus Source LLC	Susan Gould	5107 Lena Rd.	Bradenton	FL	34211	Manatee	susangould17@gmail.com	941-809-6287
Gilliam Construction LLC	Latora Gilliam	1712 B 28th St Ct E	Palmetto	FL	34221	Manatee	gcgilliamconstruction@yahoo.com	941-723-8979
Grade Services Incorporated	Roger Alvarez	10415 Us Hwy 41 N	Palmetto	FL	34221	Manatee	office@gradeservices.com	941-650-7580
Grateful Seventeens LLC	Patricia Jacobs	5007 Beacon Rd	Palmetto	FL	34221-9751	Manatee	pj52pj52@yahoo.com	941-780-3972
Hough Engineering, Inc.	Marla Hough	1771 Manatee Avenue W.	Bradenton	FL	34205	Manatee	mrough@hougheng.com	941-747-4838
Hyatt Survey Services, Inc.	Pamela Hyatt	2012 Lena Rd.	Bradenton	FL	34211	Manatee	pam@hyatt-survey.com	941-748-4693
J M J Hauling Inc	Maniram Bachu	13810 Golf Course Road	Parrish	FL	34219	Manatee	mvbachu@tampabay.rr.com	917-544-9741
L.A.G. Hauling Inc.	Luis A. Gonzalez	Pob21246	Bradenton	FL	34204	Manatee	lgservinc07@tampabay.rr.com	941-238-7786
Len's Roofing, Inc.	April Dacas	P.O. Box 20756	Bradenton	FL	34204	Manatee	april@lensroofing.com	941-896-7897
Limitless Investigative Solutions, L.L.C.	Miguel Caraballo	11160 Lost Creek Terrace	Bradenton	FL	34211	Manatee	miguel@limitlessinv.com	678-458-8538
Lisa M. Davis, L.L.C.	Lisa Davis	351 6th Avenue West	Bradenton	FL	34205	Manatee	DrDavistherapy@gmail.com	941-737-8897
Moore 2 Design, LLC	Victoria Moore	706 Riverside Drive	Palmetto	FL	34221	Manatee	vickimoore@moore2design.com	941-729-1229
Neton, Inc.	Neil Sutton	7282 55th Ave East	Bradenton	FL	34203	Manatee	netoninc@yahoo.com	941-799-7777
Oneco Concrete and Asphalt Inc.	Pam Jeffers	Po Box 367 Oneco Florida 34264	Oneco	FL	34264	Manatee	jefferssantjer@aol.com	941-744-9417
Parallel It Inc	Curtis Hadcock	Po Box 3883	Sarasota	FL	34230	Manatee	curtis.hadcock@parallelit.net	941-479-2555
Park Coastal Surveying, LLC	Charles Park	5010 Us Hwy. 19	Palmetto	FL	34221	Manatee	parkcoastalsurveying@gmail.com	941-416-1611
Plant Partners, Inc	Charlene Lenger	3220 Whitfield Ave	Sarasota	FL	34243	Manatee	Accounting@Tropex.com	941-753-5066
Plant Partners, Inc.	Charlene Lenger	3220 Whitfield Ave	Sarasota	FL	34243	Manatee	charlie@tropex.com	941-753-5066
Premier Advisors Staffing and Sales LLC	Richard Burns	Po Box 110398	Bradenton	FL	34211	Manatee	RBURNS@PREMIERHEALTHCAREADVISORS.COM	313-869-8868
Re-Ex Insurance Brokers, LLC	Deborah Jewett	7001 Pointe West Blvd.	Bradenton	FL	34209	Manatee	djewett@reexinsurance.com	941-792-2489
RME Associates, Inc.	Renee Kipp	P.O. Box 20358	Bradenton	FL	34204	Manatee	rmeassoc@msn.com	941-822-0431
Self-Employment Specialists, Inc.	Karen Rankin-Magee	Po Box 9145	Bradenton	FL	34206	Manatee	karen@selfemploymentspecialists.com	941-355-3474
Shredquick, Inc.	David Reed	8374 Market St., Box 503	Bradenton	FL	34202	Manatee	dreed@shredquick.com	941-755-2122
Southland Construction Group	Travis Hall	Po Box 290	Terra Ceia	FL	34250	Manatee	Travis@southlandcreations.com	941-721-4900
Stac Computers, Inc	Susan Bannar	12321 Aster Ave	Bradenton	FL	34212	Manatee	susan@staccomputers.com	941-749-1480
Stevenson Architects Inc.	Linda Stevenson	435 12th Street W.	Bradenton	FL	34205	Manatee	stevensonarchitects@yahoo.com	941-747-3696
Superior Bearing and Supply	Andrea Rankin-Magee	2505 12th Ave W	Bradenton	FL	34205	Manatee	andrea@superiorbearings.com	800-423-5318
Tell Communications	Harry Traylor	6004 77 St. E	Palmetto	FL	34221	Manatee	harry@tellcommunications.com	941-737-2490
The A. D. Morgan Corporation	Rebecca Smith	2411 Manatee Avenue W	Bradenton	FL	34205	Manatee	dwade@admorgan.com	813-832-3033
Tiju Solutions, LLC	Tia Laurie	22614 Night Heron Way	Bradenton	FL	34202	Manatee	tlaurie05@gmail.com	941-685-6699
Two Buffalo Construction Supplies Inc.	Larry Knudsen	8051 N Tamiami Trail	Sarasota	FL	34243	Manatee	larry@twobuffalo.com	612-432-0057
Unlimited Fill, Inc.	Rashelle Crofut	3100 Whitfield Ave Ste C	Sarasota	FL	34243	Manatee	unlimitedfill@gmail.com	941-756-7721

Vitacare Home Care, LLC	Jonathan Marsh	4230 59th St W	Bradenton	FL	34209	Manatee	jmarsh@homehelpershomecare.com	813-495-8560
Walkers Service Inc.	Lisa Walker	5217 45th Ave E	Bradenton	FL	34203	Manatee	Lisa@WalkersServiceFL.com	941-718-0729
Wanda's Inc	Wanda Rambo-Gilbert	4746 Balboa Park Loop	Bradenton	FL	34211	Manatee	wandag03@aol.com	941-345-4270
Waterlilies Printing & Promotions, LLC	Susan Stobo	5034 79 Ave Drive East	Sarasota	FL	34243	Manatee	susan.stobo@proforma.com	941-359-0300
Wilson Resources, Inc.	Leslie Wilson	1747 Amberwynd Circle West	Palmetto	FL	34221	Manatee	lesliew@wilres.com	941-729-9673
World2gether Inc.	Balkrishna Dave	2505 53rd Ave W	Bradenton	FL	34207	Manatee	world2gether.inc@gmail.com	240-479-9924
3t Solutions Consulting LLC	Joel Amao	13194 Us Hwy 301 S.	Riverview	FL	33578	Hillsborough	sales@3tsconsulting.com	813-789-8224
5m Civil LLC	Jesus Merly	12315 Wycliff Pl	Tampa	FL	33626	Hillsborough	sylvia_merly@5mccivil.com	813-404-8872
A & A Electric Services, Inc	Andrew De La Parte	4409 N. Thatcher Ave	Tampa	FL	33614	Hillsborough	adelaparte@aaelectricss.com	813-872-8597
A Believers Choice LLC	Dwelly Brown	5321treig Lane	Wesley Chapel	FL	33545	Hillsborough	dbrown172@hotmail.com	813-850-2763
A J Plumbing Inc.	Jose B. Martinez	6019 Wilshire Dr	Tampa	FL	33615	Hillsborough	ajplumbing@usa.com	813 484 0722
A Right Way Credit Counseling	Artricia Heard	10335 Cross Creek Blvd	Tampa	FL	33647	Hillsborough	ARTRICIA@ARIGHTWAYCREDITCOUNSELING.CO	813-421-3522
A&J Technology Services	Almer Hargrave	2701 W Waters Ave., #911	Tampa	FL	33614	Hillsborough	ahargrave@ajtechs.com	813-610-5908
Abacus Enterprises of Tampa	Caren Cahill	2532 Lake Ellen Lane	Tampa	FL	33618	Hillsborough	info@shopabacus.com	813-961-1018
Above and Beyond Cleaning, Inc.	Deborah Kloss	Po Box 273715	Tampa	FL	33688	Hillsborough	dkloss@tampabay.rr.com	727-239-9849
Ad Specs of Delaware LLC	Vanessa Leon	2415 N. Albany Ave	Tampa	FL	33607	Hillsborough	vanessa.leon@levymarketingawards.com	813-879-7775
Adams Traffic, Inc.	Nancy Adams	P.O. Box 997	Plant City	FL	33564	Hillsborough	adamstraffic@aol.com	813-763-7763
Adelante Live Inc.	Janice Rodriguez	2000 E. 12th Ave. #5656	Tampa	FL	33605	Hillsborough	jrodriguez@adelantelive.com	800-320-9160
Adol Business Consulting Services, LLC	Ivory Swain	10810 Boyette Rd# 3222	Riverview	FL	33569-3222	Hillsborough	adolbcs@gmail.com	727-459-5611
Adsevero, LLC	Oscar Flores	8875 Hidden River Parkway	Tampa	FL	33637	Hillsborough	oflores@adsevero.com	813-508-0616
Advanced Cable Connection, Inc.	John Kline	Suite 1	Tampa	FL	33613	Hillsborough	willcall@accicable.com	813-978-0101
Advanced Nationwide Security Corporation	Anthony Ilesanmi	8875 Hidden River Pkwy	Tampa	FL	33637	Hillsborough	Rotabod@yahoo.com	813-975-7407
Advantage Security Corp.	Oscar Rodriguez	7205 Pat Blvd.	Tampa	FL	33615	Hillsborough	oscar@advantagesecurityco.com	813-393-7007
Aerial Innovations, Inc.	Crystal Naquin	3203 West Azelee Street	Tampa	FL	33609	Hillsborough	crystal@aerialinnovations.com	813-254-7339
Ai Collaborative, Inc.	Lynn Puckett	1907 E. 7th Avenue	Tampa	FL	33605	Hillsborough	lynn.puckett@aicoll.com	813-247-3332
Air Masters of Tampa Bay, Inc	Beverly Bosley	4830 N Florida Ave	Tampa	FL	33603	Hillsborough	bbosley@airmasters.net	813-234-2419
Air Masters of Tampa Bay, Inc.	David Christopher	4830 N. Florida Ave.	Tampa	FL	33603	Hillsborough	dchristopher@airmasters.net	813-234-2419
Airflow Engineered Systems, Inc.	Shellee West	3502 Old Mulberry Rd	Plant City	FL	33566	Hillsborough	sales@airflowonesource.com	813-297-2233
Alarm & Communication Systems, Inc.	Stacy Murray	4301 W South Ave	Tampa	FL	33614	Hillsborough	acsi@acsi-sys.com	813-873-1851
Albeck Gerken, Inc	Brian Gerken	1907 N Us 301	Tampa	FL	33619	Hillsborough	bgerken@albeckgerken.com	813-319-3790
Alejandro's Professional Lawn	Katrina House	2617 South 72nd Street	Tampa	FL	33619	Hillsborough	mrsouse92@gmail.com	813-650-1182
Alfonso Architects, Inc.	Carlton Brown	1705 N 16th Street	Tampa	FL	33605	Hillsborough	cb@alfonsoarchitects.com	813-247-3333
Alfonso Communications, Inc.	Darren Alfonso	3959 Van Dyke Road	Lutz	FL	33558	Hillsborough	darren@alfonsocommunications.com	813-957-3208
All American Health, LLC	Marqus Johnson	1503 South Us Hwy 301	Tampa	FL	33619	Hillsborough	aplusnem@gmail.com	904-404-6133
All Construction Services, Inc.	Sylvia Brent	15301 N 12th Street	Lutz	FL	33549	Hillsborough	sandraf@allconstructionservices.org	813-949-0484
All-In-One Electric, Inc.	Rodney Jones	1201 W. Waters Ae	Tampa	FL	33604	Hillsborough	allinoneelectric@msn.com	813-849-6331
Alpha Business Communications, Inc	Stevan Barendse	1087 Brandon Blvd E	Brandon	FL	33511	Hillsborough	stevan.barendse@verizon.net	941-224-9112
Altec Lakes and Natural Areas	Donald Schrepfer	16216 Carlton Lake Rd	Wimauma	FL	33598	Hillsborough	dschrepfer@alteclakes.com	813-380-5475
Alteclakes And Natural Areas Inc	Donald Schrepfer	13194 Us Hwy 301 S #310	Riverview	FL	33578	Hillsborough	dschrepfer@alteclakes.com	813-380-5475
Alvarez Plumbing Company	Lisa Craddock	1623 51st South.	Tampa	FL	33619	Hillsborough	apcservice@alvarezplumbing.com	813-655-7520
AMC Sales Promotions Company, Inc.	Anna Cunnane	6502 Thoroughbred Loop	Odessa	FL	33556	Hillsborough	ANNA@AMCSALES.COM	813-818-8555
Amello Home Care Services LLC	Roberta Warren	7028 W Waters Ave 216	Tampa	FL	33634	Hillsborough	roberta.warren@amellohcs.com	813-616-6002
American Cleaning Services, The	Marty Hales	8270 Woodland Center Blvd	Tampa	FL	33614	Hillsborough	callus1st@americancleaningservice.com	813-961-6970
American Fastener of Tampa	Christy Burbage	6606 Pemberton Sage Ct	Seffner	FL	33584	Hillsborough	christyburbage@gmail.com	813-267-1893
American Government Services Corporation	Wendi McAleese	3812 W. Linebaugh Avenue	Tampa	FL	33618	Hillsborough	wmcaleese@agsres.com	813-933-3322
Amerivet Real Estate Services Inc.	Robert Moody	5005 W Laurel Street	Tampa	FL	33607	Hillsborough	rmoody@amerivetres.com	813-792-5281
Ammerida Coffee Company Inc.	Abdul Merida	2530 Regal River Road	Valrico	FL	33596	Hillsborough	marylinmerida@gmail.com	813-464-1475
Amovius	Jennifer Toole	3030 N. Rocky Point Drive	Tampa	FL	33607	Hillsborough	jennifer.toole@amovius.com	321-216-3809
Amovius LLC	Paige Redmon	3030 North Rocky Point Drive	Tampa	FL	33607	Hillsborough	paige.redmon@amovius.com	253-777-9730
Amzur Technologies, Inc.	Bala Nemani	405 N Reo Street, Suite # 110	Tampa	FL	33609	Hillsborough	flstatecontract@amzur.com	813-600-4060
Analytic Engineering Incorporated	Alphonse Stewart	Post Office Box 274241	Tampa	FL	33688-4241	Hillsborough	astewart@analytic-engineering.com	813-841-6548
Anticus Engineering, LLC	Jeanne Berg	P.O. Box 921	Riverview	FL	33568	Hillsborough	jberg@anticuseng.com	813-642-3965
Antonio Chase CPA, P.A.	Antonio Chase	3959 Van Dyke Road, No. 205	Lutz,	FL	33558	Hillsborough	antonio@chasecpas.net	813-444-4186
Apex Digital Imaging, Inc.	Milton Jones	16057 Tampa Palms Blvd. West	Tampa	FL	33647	Hillsborough	milt@apexdigitalimaging.com	813-973-3034
Apex Homecare LLC	Gary Ganzie	1910 W Dr. Martin Luther King	Tampa	FL	33607	Hillsborough	billing@apexhomecare123.com	813-600-5400
Apex Office Products, Inc/ Renditions	Alex Llorente	5209 N. Howard Ave	Tampa	FL	33603	Hillsborough	allorete@apexop.com	800-227-1563

Apollo Marine Surveying & Consulting LLC	Richard Flynn	235 Apollo Beach Blvd	Apollo Beach	FL	33572	Hillsborough	rick@apolloamarinesolutions.com	888-260-7918
Applied Leadership Consulting LLC	Roberta Warren	7028 W. Waters Ave	Tampa	FL	33634	Hillsborough	roberta.warren@alconsult.org	813-489-5084
Aquarius Worldwide Enterprises LLC	Tracy Weston	4011 W Bay Villa Ave	Tampa	FL	33611	Hillsborough	tracy@hydroshieldtampabay.com	813-376-1171
Aquipmed, LLC	Mark Giddarie	3959 Van Dyke Road	Lutz	FL	33558	Hillsborough	mark@equipmed.com	813-262-1007
Architectural Tile & Marble, Inc.	Wil Ramos	5303 S MacDill Av, Suite 100	Tampa	FL	33611	Hillsborough	wilramosjr@archtile.com	813-839-2100
Archive Corporation	Marjorie Baker	6914 Asphalt Avenue	Tampa	FL	33614	Hillsborough	mbaker@archivecorp.com	813-874-1577
Arconial Architecture, LLC	Nicola M Johnson	3902 Henderson Blvd	Tampa	FL	33629	Hillsborough	nickebug@hotmail.com	813-260-0311
Arehna Engineering, Inc.	Jessica McRory	5012 W. Lemon Street	Tampa	FL	33609	Hillsborough	jmcrory@arehna.com	813-944-3464
Armor Products Manufacturing Inc	David Carmichael	2610 Airport Rd	Plant City	FL	33563	Hillsborough	armormfg@aol.com	813-764-8844
Asap Fabrication, Inc.	Patricia Hynes	5340 W. Us Highway 92	Plant City	FL	33566	Hillsborough	hp.hynes@asapfabrication.com	813-752-1999
Aspire Engineering, Inc.	Ravi Alur	1023 Professional Park Drive	Brandon	FL	33511	Hillsborough	aspireeng@yahoo.com	813-571-2850
Aspiredu, Inc.	Christopher Munzo	17804 Osprey Pointe Pl	Tampa	FL	33647	Hillsborough	chris@aspiredu.com	813-994-8440
Atelier AEC, Inc.	Vivian Salaga	2709 S. MacDill Avenue	Tampa	FL	33629	Hillsborough	vsalaga@atelieraec.com	813-223-1948
AVI Integrators, Inc.	Stacy Bjork	3902 Corporex Park Dr	Tampa	FL	33619	Hillsborough	sbjork@security101.com	954-984-4282
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Bay Area Laser Printer & Fax R	Christina Clingan	P.O. Box 89023	Tampa	FL	33689	Hillsborough	bayarealaserprinter@gmail.com	813-662-6621
BC Peabody Construction Services, Inc.	Kevin Osborne	15445 N Nebraska Ave	Lutz	FL	33549	Hillsborough	kevinosborne@bcpeabody.com	813-961-7300
Benro Enterprises, Inc.	Raymond Rocha	Po Box 20787	Tampa	FL	33622	Hillsborough	rrocha@rochacontrols.com	813-628-5584
Best Line Oil Co., Inc.	Alfonso Garcia Iii	219 N 20th Street	Tampa	FL	33605	Hillsborough	al.garcia@bestlineoil.com	813-248-1044
Best Made Enterprises, Inc.	Pablo Flores	4133 Causeway Blvd.	Tampa	FL	33619-5123	Hillsborough	BestMadeEntInc@aol.com	813-248-5266
Big Black Dog Inc	Susan Brewer	11771 N. Dale Mabry Highway	Tampa	FL	33618	Hillsborough	imagedepot@verizon.net	813-963-6964
Biotechnical Writing Services, Inc.	Daphne Lambright	19204 Autumn Woods Ave.	Tampa	FL	33647	Hillsborough	dlambright@biotechnical-services.com	813-632-0476
Birkitt Environmental Services, Inc.	Shelby Butts	110 S. Edison Ave	Tampa	FL	33606	Hillsborough	sbutts@birkitt.com	813-259-1085
Birkitt Environmental Services, Inc.	Emily Heesch	110 S. Edison Ave.	Tampa	FL	33606	Hillsborough	eheesch@birkitt.com	813-259-1085
Blacklighting LLC	Remo Butler	10538 Martinique Isle Dr	Tampa	FL	33647	Hillsborough	remobl8@aol.com	813-956-3076
Blout Enterprises Inc	Elaine Blout	9654 W. Linebaugh Ave.	Tampa	FL	33626	Hillsborough	elblout@paragoncasemgmt.com	407-252-8790
Blue One Inc.	Carlos Cruz	6005 N Jarvis Street	Tampa	FL	33634	Hillsborough	reservations@myblue1.com	813-282-7351
Blue Sky Multi Services Inc	Ricardo Morales	4119 Gunn Hwy Ste#12	Tampa	FL	33618	Hillsborough	ricardo@blueskymultiservices.com	813-323-6907
Bona5d Credit Consultants, LLC	Pamala McCoy	12817 Tar Flower Dr	Tampa	FL	33626	Hillsborough	bona5dcc@aol.com	813-495-8568
Brandon Lock & Safe, Inc.	Vickie Musall	333 N Falkenburg Rd	Tampa	FL	33619	Hillsborough	Branlock@tampabay.rr.com	813-655-4200
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Brooms & Mop Buckets Cleaning Services	Lisa Mack	P.O. Box 16298	Temple Terra	FL	33687	Hillsborough	broomsandmopbucketsclngsrvs@gmail.com	813-369-9603
Buyer's Point, LLC	Benjamin Walker	3518 Marlinspike Dr	Tampa	FL	33607	Hillsborough	ben.walker@thebuyerspoint.com	972-345-9422
C&C Painting Contractors Inc	Carlos Cubas	8372 Standish Bend Drive	Tampa	FL	33615	Hillsborough	carlos@ccpainting.com	813-917-1205
C&S Diversified Solutions Inc.	Kenneth James	1971 W. Lumsden Rd. #236	Brandon	FL	33511	Hillsborough	kenj@csdiversifiedsolutionsinc.com	813-420-0418
Caldeco Mechanical Services, Inc.	Patti Caldevilla	1709 North Howard Avenue	Tampa	FL	33607	Hillsborough	rickc@caldeco.net	813-254-2211
Calhoun International LLC	Roger Swinford	3417 W. Lemon Street	Tampa	FL	33609	Hillsborough	rswinford@calhouninternational.com	813-222-8400
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Carmichael Grafix, LLC	Georgia Carmichael	Po Box 1052	Mango	FL	33550	Hillsborough	georgia@carmichaelgrafix.biz	813-675-4640
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Chappell-Roberts, Inc.	Colleen Chappell	1600 E. 8th Ave.	Tampa	FL	33605	Hillsborough	kberry@chappellroberts.com	813-281-0088
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Chess Nut Society	Theodore McNair	9416 Laurel Ledge Dr	Riverview	FL	33569	Hillsborough	tangsoodotd@yahoo.com	813-431-5215
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Cladding Systems	Suzie Frazer	3218 East 4th Avenue	Tampa	FL	33605	Hillsborough	suzie@cladsys.com	813-250-0786
Claims Questions LLC	Rebecca Leisure	12157 W. Linebaugh Ave	Tampa	FL	33626	Hillsborough	rebecca@rol-ins.com	813-477-9368
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COI Empowerment & Energy Services	Salisa Berrien	8306 Old Town Dr	Tampa	FL	33647	Hillsborough	salisa@coiempowerment.com	813-501-4814
Coin Currency & Document Systems Inc.	Julie Schnepf	12516 N. Us Hwy 301	Thonotosassa	FL	33592	Hillsborough	jschnepf@ccdservices.com	813-631-0707
Commercial Industrial Roof Services Company	Higinio D. Rodriguez	311 S Falkenburg Road	Tampa	FL	33619	Hillsborough	higdillinger@cirsco.com	813-655-8080
Commercial Real Estate Firm	James McPeak	1463 Oakfield Dr, Suite	Brandon	FL	33511	Hillsborough	mcppeakjim@gmail.com	813-495-3875
Commercial Repairs & Sales, LLC	Kelly Cianciulli	10519 Bridgewood Drive	Riverview	FL	33578	Hillsborough	kelly.cianciulli@commercialrepairs.com	800-345-9043
Commski	Kristy Keller	Po Box 252	Tampa	FL	33626	Hillsborough	kristy@commski.com	813-501-0033
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Compe MSA National Division LLC	Maurice Lorenzo	3504 Cragmont Drive	Tampa	FL	33619	Hillsborough	mlorenzo@compeymsa.com	866-926-6739
Computer Global Solutions, Inc	Sreedhar Veeramachane	3000 Bayport Drive	Tampa	FL	33607	Hillsborough	v.sreedhar@cgstech.us	727-723-0801
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Confidential Professionals	William Williams	18115 Sweet Jasmine Drive	Tampa	FL	33647	Hillsborough	rwilliams@confidentialpro.com	813-404-7633
Construction Coatings Group, Inc.	Christine Agliano	5880 Jet Port Industrial Blvd	Tampa	FL	33634	Hillsborough	Purchasing@CCG-Tampa.com	813-888-5333
Construction Moisture Consulting	Jon-Eric Macias	4508 Oak Fair Blvd.	Tampa	FL	33610	Hillsborough	dpalmer@cmcfloida.com	813-623-2323
Construction Services Inc. Of Tampa	Fred Lay	1907 West Kennedy Boulevard	Tampa	FL	33606	Hillsborough	fredlay@csioftampa.com	813-532-4506
Contract Furniture, Inc.	Darla Vegenski	4450 E Adamo Drive	Tampa	FL	33605	Hillsborough	info@contractfurniturefl.com	813-247-6622
Convenc Inc.	Karthik Viswanathan	6983 East Fowler Avenue	Temple Terra	FL	33617	Hillsborough	HJACOB@CONVENE-TECH.COM	813-220-3457
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Cox Fire Protection, Inc.	Shane Rushlo	7910 Professional Place	Tampa,	FL	33637	Hillsborough	srushlo@cofire.com	813-980-3282
Craig Tile and Flooring, LLC	Piyush Mulji	5412 Pioneer Park Boulevard	Tampa	FL	33634	Hillsborough	piyush@craigtile.com	813-498-2338
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Cross Creek Ranch, Inc.	Bonnie McSharry	12950 E Wheeler Road	Dover	FL	33527	Hillsborough	seanwc@aol.com	813-651-0934
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Earth Resources, Inc.	Nancy Scott	3411 W. Dorchester Street	Tampa	FL	33611	Hillsborough	nscott@earthresources.us	813-748-6262
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Encore Broadcast Sales	Susan Pritchard	2104 W. Kennedy Blvd	Tampa	FL	33606	Hillsborough	sritchard@encorebroadcast.com	813-253-2774
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Erwin Electric, Inc.	Robin Erwin	13817 Monroes Business Park	Tampa	FL	33635	Hillsborough	robin@erwinelectric.com	727-725-0048
Ewe Demand, Inc.	Joann Klay	1010 W. Cass Street	Tampa	FL	33606	Hillsborough	jklay@ewedemand.com	813-205-7653
Exclusively Yours Professional Services, LLC	Sandra Nelson	P.O. Box9695	Tampa	FL	33674	Hillsborough	exclusivelyyp@gmail.com	813-325-1652
Executive Reporting Service	Diane Emery	201 East Kennedy Boulevard	Tampa	FL	33602	Hillsborough	demery@executive-reporting.com	727-823-4155
Expertise HR Consulting Group	Devon Peterika	218 E Bearrs Ave Suite 386	Tampa	FL	33613	Hillsborough	d.peterika@expertise-hrconsulting.com	813-586-4476
Faller, Davis & Associates, In	Nancy Brown	4200 W Cypress Street	Tampa	FL	33607-4168	Hillsborough	nbrown@fallerdavis.com	813-261-5136
Fast Lane Clothing Company	Lori Davis	5112 N 22nd Street	Tampa	FL	33610	Hillsborough	juan@fastlaneclothing.com	813-879-3298
Ferrara & Associates	Felicia Ferrara	3030 N Rocky Point Road	Tampa	FL	33607	Hillsborough	ferrara@ferrara-n-associates.com	813-259-0303
Ferrill Construction Co. Inc.	Heather Ferrill	Po Box 10189	Tampa	FL	33679	Hillsborough	heather@ferrillconstruction.com	813-453-4737
First Defense Fire Protection, Inc	Kenneth Matos	4027 McLane Dr.	Tampa	FL	33610	Hillsborough	kenny@fdfpfla.com	813-436-7720
FI Contractors Video Service	Norma Oosting	4412 Holloway Meadow Lane	Plant City	FL	33567	Hillsborough	FCVSinc@aol.com	813-737-1774
Flayco Products Inc	Jorge Astorquiza	Po Box 15967 Tampa, Fl 33684	Tampa	FL	33614	Hillsborough	jorge@flayco.com	813-879-1356
Flip Flop Embroidery Shoppe	Stephanie Ensor	P.O. Box 2164	Lutz	FL	33548	Hillsborough	info@flipflopembroidery.com	813-474-3547
Florida Commercial Construction	Jackie Kurtz	P.O Box 152504	Tampa	FL	33684	Hillsborough	jackie@flcommercialconstruction.com	813-601-8070
Florida Events Inc	Ali Brown	3210 S Dale Mabry Hwy	Tampa	FL	33629	Hillsborough	chris@eventionsfl.com	813-600-5763
Florida Medical Staffing, LLC	Gail Miska	8317 Gunn Highway	Tampa	FL	33626	Hillsborough	gmiska@flmedstaffing.com	813-920-5002
Florida Metropolitan	Linda Burgin	3502 Henderson Blvd	Tampa	FL	33609	Hillsborough	lsburgin@floridametropolitan.com	813-992-9945
Florida Parking, Inc	Craig Laquerre	3502 Starling Estates Ct.	Valrico	FL	33596	Hillsborough	craig@yellowdawgstripping.com	813-309-2467
Florry Creative Care Corp.	Cherry Hallback	Po Box 5636	Plant City	FL	33563	Hillsborough	florrycc@gmail.com	813-650-8242
For Your Industry Fasteners, Inc.	C Cher Crum	13711 Whitebark Place	Tampa	FL	33625	Hillsborough	Chercrum22@gmail.com	813-369-1172
Francisco Semsch Architect, Inc	Carmen Ramos	6912 W. Linebaugh Ave.	Tampa	FL	33625	Hillsborough	cramos@fsaarchitect.com	813-749-8610
Frederick Communications & Consulting LLC	Alfred Frederick	3853 Northdale Blvd #112	Tampa	FL	33624	Hillsborough	Frederick.Communications@gmail.com	813-758-9149
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Fry and Associates, Inc.	Yvonne Fry	Po Box 3881	Plant City	FL	33564	Hillsborough	yfry@onepointofcontact.com	813-319-9000
G-Sus Construction Inc	Baldomero Guevar	106 N. Pearl Street	Plant City	FL	33563	Hillsborough	gsusconstruction@yahoo.com	813-927-2146
G. E. T. Painting, Inc.	Sara Trigo	6416 Golden Drive	Tampa	FL	33634	Hillsborough	getpainting@verizon.net	813-884-7198
Gans, Gans & Associates	Simone Gans Barefield	7445 Quail Meadow Rd	Plant City	FL	33565	Hillsborough	simone@gansgans.com	813-986-4441

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George G. Solar & Co., Inc.	George G. Solar	4407 W South Avenue	Tampa	FL	33614	Hillsborough	georgesolarcompany@gmail.com	813-875-9148
Get Write PR & Marketing	Latamarah Flythe	Po Box 2628	Riverview	FL	33568	Hillsborough	tamm@getwritepr.com	813-330-0477
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Gilbert Garcia Group P.A.	Michelle Gilbert	2313 West Violet Street	Tampa	FL	33603	Hillsborough	mgilbert@gilbertgrouplaw.com	813-443-5087
Gina Berry Collaborative, PLLC	Gina Berry	1112 Channelside Dr	Tampa	FL	33602	Hillsborough	Gina@gbcol.com	727-709-0886
Gistec Aerocarto	Zoila Vidal	110 Reynolds St	Plant City	FL	33563	Hillsborough	zvidal@gistecplantcity.com	813-757-0091
Global Document Services, Inc.	Theresa Keaton	1236 Channelside Drive	Tampa	FL	33602	Hillsborough	tkeaton@tampablueprint.com	813-223-7861
Global Information Technology, Inc	Aruna Raj	8905 Regents Park Dr	Tampa	FL	33647	Hillsborough	araj@git-org.com	813-418-1250
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Grissom Smith, LLC	Jennifer Grissom	10473 Saint Tropez Place	Tampa	FL	33615	Hillsborough	grissomj@grissomsmith.com	813-230-3632
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Gulf Tile Distributors of Fla., Inc.	Frank Garcia	2318 W. Columbus Drive	Tampa	FL	33607	Hillsborough	tileinfo@gulftile.com	813-254-1072
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Hear My Voice, Inc	Becky Kip	1236 Oxbridge Dr	Lutz	FL	33549	Hillsborough	Becky@hearmyvoice.com	813-948-0214
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Lab Accounting, LLC	Luz Polanco	11006 Tortola Isle Way	Tampa	FL	33647	Hillsborough	luzplab@aol.com	407-466-3689
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Omega One Properties, Inc.	Norris Smith	9910 Timmons Road	Thonotosassa	FL	33592	Hillsborough	nnorris183@aol.com	813-982-2750
Omni Communications, LLC	Jennifer Stafford	8509 Benjamin Road	Tampa	FL	33634	Hillsborough	jstafford@omni-communications.com	813-852-1888
One Call Construction Services, Inc.	Lilly Zaiter	6600 S 32nd Ave	Tampa	FL	33619	Hillsborough	lyzaiter@aol.com	813-526-3415
Onicx LLC	Dhvanit Patel	5600 Mariner Street Suite 140	Tampa	FL	33609	Hillsborough	shandahughes@onicx.com	813-964-0967
Open Plains Consulting LLC	Larry Grant	150 E. Bloomingdale Ave	Brandon	FL	33511	Hillsborough	larrygrant@enprovera.com	813-751-9650
Optimum Solutions, LLC	Sherry Woodruff	3000 Bayport Drive	Tampa	FL	33607	Hillsborough	swoodruff@verizon.net	813-727-7392
Origin Research	Brenda Mason	Po Box 9789	Tampa	FL	34674	Hillsborough	bgmason@originresearch.net	813-417-7581
P. A. S. Electric LLC	Alvaro Padron	4508 Lone Oak Road	Plant City	FL	33567	Hillsborough	alvaropadron@verizon.net	813-927-5216
P&M Consulting Group, Inc	Sue Ann Murphy	501 W Euclid Ave	Tampa	FL	33602	Hillsborough	sue@pmconsultgroup.com	813-503-8900
Painters on Demand, LLC	Chris Jimenez	3201 N Florida Ave	Tampa	FL	33603	Hillsborough	danielleh@paintersondemand.net	813-880-0001
Par Development Partners	Yancy Wilson	2109 E Palm Ave	Tampa,	FL	33605	Hillsborough	yancy@pardevelop.com	813-374-2856
Paragon Building Contractors, Inc.	Albert Davis	1201 West Waters Avenue	Tampa	FL	33604	Hillsborough	aldavisparagon@gmail.com	813-935-1600
Parking Lot Striping Service, Inc.	Fernando Llop	P O Box 11005	Tampa	FL	33680	Hillsborough	Lindapls@aol.com	813-623-1454
Patriot Construction Management, Inc.	John Cammack	2918 W. Bay Court Ave	Tampa	FL	33611	Hillsborough	jwc.patriot@gmail.com	813-839-4355
Payne's Environmental services, LLC	Kim Deramo	2421 Arborwood Dr	Valrico	FL	33596	Hillsborough	annette@paynesenvironmental.com	813-677-6822
Pelz Environmental Services, Inc.	Susan Pelz	Po Box 961	Brandon	FL	33509	Hillsborough	Susan@PelzEnvServices.com	813-358-2810
Pepe & Associates, Inc	April Center	4517 W. Dale Ave	Tampa	FL	33609	Hillsborough	mail@springboardpc.com	813-282-1996
Pest Solutions of Tampa Bay Inc.	Ivan Grajales	8912 Metheny Cir	Tampa	FL	33615-1361	Hillsborough	ivan@pestsolutionsoftampabay.com	813-496-0407
Phinazee Construction and Consulting Services, Inc.	Angel Wood-Mark	9350 Bay Plaza Blvd	Tampa	FL	33619	Hillsborough	pccsi@phinazeeconsulting.com	813-381-3317
Phone-Link FI LLC	Juan Pipoli	4625 North Manhattan	Tampa	FL	33614	Hillsborough	jpipoli@phonelinkfl.com	813-781-3529
Powerlogics, Inc.	Colleen Dixon	1115 Marbella Plaza Drive	Tampa	FL	33619	Hillsborough	barbarasmith@powerlogics.com	800-357-8743
Premier Fire Sprinklers, Inc.	Laura Funk Egg	5611 E. Chelsea St. - Ste. C	Tampa	FL	33610	Hillsborough	laura.pfs@outlook.com	813-630-4597
Premier Florida Industrial Services, Inc.	PJ Pinet	9508 Merchants Center Dr	Tampa	FL	33624	Hillsborough	pj@premier-florida.com	813-514-1574
Premier Racing Services and Repair LLC	Samuel Najac	2807 Orient Rd	Tampa	FL	33619	Hillsborough	premierracingservices@gmail.com	863-268-5620
Prime Utilities and Lighting Services	Tony Proctor	3007 S. Northviev Rd	Plant City	FL	33565	Hillsborough	susanproctor2@verizon.net	813-313-8867
PRL Technologies	Lou Tardona, Jr	3433 Lithia Pinecrest Rd	Valrico	FL	33596	Hillsborough	ltardona@prltechnologies.com	352-467-0140
Pro Construct Services LLC	Roberta Warren	7028 W. Waters Ave	Tampa	FL	33634	Hillsborough	robertawarren@prohealthsvcs.com	813-445-4840
Pro Health Services, Inc.	Roberta Warren	7028 W Waters Ave #350	Tampa	FL	33634	Hillsborough	robertawarren@prohealthsvcs.com	813-818-7676
Pro-Fit Development, Inc.	Terrance Bradford	4007 N. Taliaferro Ave.	Tampa	FL	33606	Hillsborough	info@pro-fitdevelopment.com	813-514-8783
Prodigy Contracting Group, Inc.	Denise Griffin	15901 N Florida Avenue	Lutz	FL	33549	Hillsborough	dgriffin@prodigy-cg.com	813-962-8333
Progressive Engineering & Construction, Inc.	Bridget Morello	3912 West Humphrey Street	Tampa	FL	33614	Hillsborough	bmorello@progressiveec.com	813-930-0669
Promise Care LLC	Rosie Delisca	10711 N 53rd St	Temple Terrace	FL	33617	Hillsborough	promisecarellc@outlook.com	813-988-8633
PSR Associates, Inc.	Stephen Mendoza	6629 Thornton Palms Dr.	Tampa	FL	33647	Hillsborough	smendoza@psrassociates.com	813-412-5246
Psychological Assessment and Treatment, LLC	Francine Odio	2901 West St Isabel Street	Tampa	FL	33607	Hillsborough	drfodio@gmail.com	888-666-3089
Psychologist and Assessment Treatment Services	Ohiana Torrealday	2901 W. St. Isabel	Tampa	FL	33607	Hillsborough	drotorrealday@gmail.com	888-666-3089
Quality Building Controls	Melissa Allen	10011 Williams Rd.	Tampa	FL	33624	Hillsborough	mallen@qualitybuildingcontrols.com	813-885-5005
Quest Ecology Inc.	Vivienne Handy	735 Lakeview Drive	Wimauma	FL	33598	Hillsborough	vivienne@questecology.com	813-642-0799

Quick Trip Express Freight Service, Inc.	Robyn L. Gyuru	4929 Tampa West Boulevard	Tampa	FL	33634	Hillsborough	rgyuru@quicktripexp.com	813-880-9300
R & R Business Systems Solutions, Inc	Celeste Cummings	126 N. Greenfield Avenue	Temple Terrace	FL	33617	Hillsborough	ch6994@aol.com	813-980-3383
R3 Info Systems Inc	Radhika Lingechetty	13035 W. Linebaugh Ave. 101	Tampa	FL	33626	Hillsborough	radhika.lingechetty@r3infosystems.com	813-333-1896
Ranon Inc	Suzanne Asony	5109 N. Howard Avenue	Tampa	FL	33603	Hillsborough	s.asony@ranon-inc.com	813-872-2725
Rarelogic Solutions Inc	Ramesh Solaippan	12014 Royce Waterford Cir	Tampa	FL	33626	Hillsborough	asramesh@hotmail.com	859-992-7822
Rea Remedial Solutions, L.C.	Kevin Simmons	Po Box 2281	Valrico	FL	33595	Hillsborough	ksimmons@remedialsolution s.net	813-657-0747
Realwired Inc.	Brenda Dohring Hicks	518 N. Tampa St., Ste. 300	Tampa	FL	33602	Hillsborough	Brenda@realwired.com	813-349-2700
Rebel Marketing Group	Latamara Flythe	3508 Cornwall Square Dr. #301	Riverview	FL	33578	Hillsborough	tammi@rebelmarketinggroup.com	813-995-8081
Reemployability, Inc.	Debra Livingston	3212 Parkside Center Circle	Tampa	FL	33619	Hillsborough	debra@reemployability.com	813-663-9880
Refurbished Office Furniture	Karen Beck	1212 N. 39th St. Suite 200	Tampa	FL	33605	Hillsborough	Karen.Beck@rofinc.com	813-241-4515
Reily & Rosas, P.A.	Ronald Rosas	11810 N. 56th St	Tampa	FL	33617	Hillsborough	Ronaldr@reilyandrosas.com	813-988-4143
Reliability Consulting Services, Inc	Bobby Woolbright	748 Kingston Ct	Apollo Beach	FL	33572	Hillsborough	bwoolbright@reliabilityconsulting.net	813-298-2617
Resource Solutions Group, Inc.	Lisa Roberts	2701 North Rocky Point Drive	Tampa	FL	33607	Hillsborough	lroberts@resourcesolutionsgrp.com	813-288-4893
RHC And Associates, Inc.	Joseph W. J. Robinson, P	P.O. Box 4505	Tampa	FL	33677	Hillsborough	jrobin19@tampabay.rr.com	813-254-0907
Rios Architecture, Inc	Alex Rios	700 S Harbour Island Blvd #235	Tampa	FL	33602	Hillsborough	alex_rios@riosarchitecture.com	813-727-2101
Rios Bentley Company	Keith Bentley	5034 W. Linebaugh Ave	Tampa	FL	33624	Hillsborough	rbc1431@gmail.com	727-430-4124
Riverview Realty Company	Lucy Werner	P.O. Box 5561	Sun City Center	FL	33571-5561	Hillsborough	enteragent@gmail.com	813-562-1340
Rob Michael Inc.	Robert Michael	16204 Sagebrush Rd	Tampa	FL	33618	Hillsborough	rmichael74@aol.com	813-323-0304
Robinson, Wells, & Wright LLC	H. Elena Wright	5668 Fish Hawk Crossing Blvd.	Lithia	FL	33547	Hillsborough	info@firstintelligencegroup.com	847-436-0547
Rockin Roast Cafe, Inc.	Vincent Simmons	P.O. Box 21552	Tampa	FL	33622-1552	Hillsborough	sales@rockinroast.com	855-767-2233
Rodgers Transportation Inc	Marjorie Rodgers	Po Box 7431	Sun City	FL	33586	Hillsborough	rodgerstransportation@gmail.com	904-318-2357
Rodriguez + Architecture, Aia Pa	Rene Rodriguez	Po Box 320325	Tampa	FL	33679-2325	Hillsborough	rene@rodarchitecture.com	813-288-8655
Rogers Dirt Works, Inc.	Jason Markison	P. O. Box 885	Lutz	FL	33548	Hillsborough	CRogers1055@yahoo.com	813-949-8339
Rosario Phillip Inc.	Rosario Lasley	P O Box 2277	Valrico	FL	33596-2277	Hillsborough	rose@rosariophilip.com	813-390-6395
RSC Distributors, LLC	Raymond Campbell	2210 N Highland Ave	Tampa	FL	33602	Hillsborough	greenhomegarden17@gmail.com	727-437-2197
Rtw6, LLC	Robin Wiseman	16057 Tampa Palms Blvd W	Tampa	FL	33647	Hillsborough	robin@rtw6.com	813-690-3614
S and C Janitorial Inc.	Sheryl Allen	3504 East 27th Avenue	Tampa	FL	33605	Hillsborough	shrtest33@aol.com	813-494-0413
Sabal Construction Inc.	Brent Hebert	1036 Sylvia Lane	Tampa	FL	33613	Hillsborough	brent@sabalconstruction.com	813-997-2527
Sally Dee, LLC	Sally Dee	3508 W. Barcelona St.	Tampa	FL	33629	Hillsborough	sdee@playbookpublicrelations.com	813-789-7122
Samjen Of Tampa, Inc	Bernel Hamilton Harris	10006 Cross Creek Blvd.	Tampa	FL	33647	Hillsborough	conciernemag@aol.com	813-388-5076
Sandra Leppert & Associates, Inc.	Sandra Leppert	4315 Carrollwood Village Drive	Tampa	FL	33618	Hillsborough	info@sfixtures.com	813-962-8890
Schooner Properties, Inc.	Frank Popeleski	P O Box 2023	Valrico	FL	33595	Hillsborough	schoonerrf@hotmail.com	813-215-8699
SCR Precision Tube Bending, Inc.	Keri Siderio	5407 24th Ave. South	Tampa	FL	33619	Hillsborough	ksiderio@scrprecision.com	813-622-7091
Securance LLC	Paul Ashe	6922 W. Linebaugh Ave.	Tampa	FL	33625	Hillsborough	supplydiv@securanceconsulting.com	877-578-0215
Secure2ware Inc.	Keith Ware	2718 Cedarcrest Place	Valrico	FL	33596	Hillsborough	admin@secure2ware.com	813-425-5900
Security Lock Systems of Tampa, Inc	Marcy Wilson	P.O. Box 151655	Tampa	FL	33684	Hillsborough	Accounting@SECURITYLOCKSYSTEMS.COM	813-874-1608
Security Lock Systems of Tampa, Inc	Marcy Wilson	P O Box 151655	Tampa	FL	33684	Hillsborough	accounting@securitylocksyst ems.com	813-874-1608
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Sencommunications, Inc.	Melinda Farmer	912 Chad Lane	Tampa	FL	33619	Hillsborough	orders@sencomm.com	813-436-5057
Sentry Upfitters	Jeff Stone	8512 Riverview Drive	Riverview	FL	33578	Hillsborough	jstoneadvisor@yahoo.com	813-685-4925
Sewing Center of Tampa Bay LLC	Adriana Stenger	12635 Citrus Plaza Dr.	Tampa	FL	33625	Hillsborough	adriana@sewingcentertb.com	813-963-5348
Shalom 2 Group, LLC	Nakoto Rentz	16208 Barrineau Place	Lutz	FL	33549	Hillsborough	nakotor@gmail.com	813-478-1091
Sierra Concrete Inc.	Arturo Sierra	6403 S. County Line Rd	Plant City	FL	33567	Hillsborough	DCSierra@aol.com	813-967-0617
Skyline Product Photography	Kurt Skoglund	P.O. Box 5465	Sun City Center	FL	33571-5465	Hillsborough	kurtskoglund@hotmail.com	813-601-6011
Small Street Construction Company, Inc.	Piyush Mulji	5412 Pioneer Park Boulevard	Tampa	FL	33634	Hillsborough	sales@smallstreetconstruction.com	813-498-2337
Sol Davis Printing, Inc	Solomon Davis	5205 N. Lois Avenue	Tampa	FL	33614	Hillsborough	soldavisprint1@aol.com	813-353-3609
Sol Design Studio, LLC	Charles Molnar	1726 E. 7th Ave., Ste. 1	Tampa	FL	33605-3806	Hillsborough	carlos.molnar@sol-designstudio.com	813-242-4267
Sri Tech Solutions, Inc.	Hari Thota	15310 Amberly Drive	Tampa	FL	33647	Hillsborough	Hari@sritechsolutions.com	813-423-6500
Star Quality, Inc.	Denise Sanchez	4006 West Crest Ave.	Tampa	FL	33614	Hillsborough	denise@starqualityinc.com	813-875-9955
Storsoft Technology Corp	Jonathan Evans	P.O. Box 172455	Tampa	FL	33672	Hillsborough	jevans@storsoftcorp.com	954-436-9292
Strong College Students Moving Inc	Shaun Robinson	1717 E. Busch Blvd	Tampa	FL	33612	Hillsborough	contracts@strongcollegestudents.com	813-333-2468
Suca Pipe Supply Inc.	Secedrick McIntyre	4801 Tannery Ave	Tampa	FL	33624-4533	Hillsborough	slmau44@yahoo.com	813 9662983

Summerton Building Corp	James Fransen	11737 Newberry Grove Loop	Riverview	FL	33579	Hillsborough	jim.fransen@summertonbuildingcorp.com	813-741-0470
Suped Up Cleaning	Keith Walker	6930 Temple Palms Ave.	Tampa	FL	33617	Hillsborough	keithdwal@gmail.com	813-495-8960
Superior Structures Inc.	Beshara Harb	7042 Benjamin Road	Tampa	FL	33634	Hillsborough	b.harb@superiorstructuresfl.com	813-884-2636
Susan Anderson Pa	Susan Anderson	Po Box 2573	Brandon	FL	33509	Hillsborough	susan_anderson@outlook.com	813-545-9264
System Soft Technologies, Inc	Sreedhar Veeramachane	3000 Bayport Drive,	Tampa	FL	33607	Hillsborough	john@sstech.us	727-723-0801
Tampa Laundry Company LLC	Amanda Martinez-Monfo	4520 West Gandy Blvd	Tampa	FL	33611	Hillsborough	amy@tampalaundry.com	813-924-7811
Tampa Rubber & Gasket Co., Inc.	Robert Marshall	215 N. 20th St	Tampa	FL	33605	Hillsborough	tmarshall@tamparubber.com	813-247-3647
Taylor Global LLC	Gloria Bagley	4424 Tarpon Drive	Tampa	FL	33617	Hillsborough	taylorgloballlc@yahoo.com	813-988-3004
TCC Enterprise Inc	Kevin Campbell	3902 E Powhatan Ave	Tampa	FL	33610	Hillsborough	kc@tcc-propertymtc.com	813-606-9148
Tec-Link, LLC	Derek Holmes	16350 Bruce B Downs Blvd	Tampa	FL	33646	Hillsborough	derek@tec-link.com	813-929-3222
Techstar IT Services	Almer Hargrave	2701 W. Waters Ave., #911	Tampa	FL	33614	Hillsborough	info@techstarservice.com	813-610-5908
Tek Source USA, Inc	Angelus Tam	8402 Laurel Fair Cir, Suite209	Tampa	FL	33610	Hillsborough	atam@teksourceusa.com	813-664-8950
Tenex Software Solutions, Inc.	Alka Gupta	5402 W. Laurel St	Tampa	FL	33607	Hillsborough	alka.gupta@tenexsolutions.com	813-545-5651
Terra Opus, LLC	Jeffrey Stone	39 Camelot Ridge Drive	Brandon	FL	33511	Hillsborough	jstoneadvisor@yahoo.com	813-685-4925
Test Lab, Inc.	Mark Cornwell	4112 W. Osborne Ave	Tampa	FL	33614	Hillsborough	markc@testlabinc.net	813-872-7821
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The Dohring Group, Inc.	Jeff Hicks	518 N. Tampa Street	Tampa	FL	33602	Hillsborough	jeff@dohringgroup.com	813-223-9111
The Heimbürg Group, Inc.	Lisa Heimbürg	5461 W Waters Avenue	Tampa	FL	33634	Hillsborough	contact@heimburggroup.com	813-749-0823
The Marstiller Firm, P.A.	Simone Marstiller	Po Box 173738	Tampa	FL	33672	Hillsborough	simone@marstillerfirm.com	813-255-5443
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The Valerin Group, Inc.	Valerie Ciudad-Real	13014 N. Dale Mabry Highway	Tampa	FL	33618	Hillsborough	valeriec@valerin-group.com	813-751-0478
The Vocation Depot, Inc.	Kevin Vincent	4708 Cypress Serenity Drive	Plant City	FL	33565	Hillsborough	k.vincent@verizon.net	813-230-8832
Tier 1 Operations, LLC	Kyle Scroggins	5322 Primrose Lake Circle	Tampa	FL	33647	Hillsborough	kscroggins@signal88.com	813-476-1083
Tierra, Inc.	Luis Mahiquez	7351 Temple Terrace Highway	Tampa	FL	33637	Hillsborough	lmahiquez@tierraeng.com	813-989-1354
Tint One Inc.	Gregory Lockhart	3005	Tampa	FL	33610	Hillsborough	gregl@tintonetampa.com	813-766-1637
TNI Consultants LLC	Terrie Nolinke	9223 Rockrose Drive	Tampa	FL	33647	Hillsborough	trni@tniconsultants.com	813-973-2102
Total Communication Therapy, LLC	Shayna Smith	9204 Bella Terraza Way	Temple Terrace	FL	33617	Hillsborough	shayna@yourspeechsource.com	954-699-5616
Townsend Contracting Inc.	Jennifer Townsend	Po Box 5913	Plant City	FL	33563	Hillsborough	townsendcontracting@gmail.com	813-478-0482
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Traffic Control Products of FL, Inc.	Orlando Nunez	5514 Carmack Road	Tampa	FL	33610	Hillsborough	onunez@trafficcontrolproducts.org	813-621-8484
Training with Marta	Marta Pearson	7305 N. Center Dt.	Tampa	FL	33604	Hillsborough	lmvpearson@gmail.com	813-495-3021
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Triage Partners LLC	Patricia Dominguez	1715 N Westshore Blvd	Tampa	FL	33607	Hillsborough	pdoming@triage-partners.com	813-801-9869
Trickey Jennus, Inc	Colleen Trickey	5300 W Cypress Street	Tampa	FL	33607	Hillsborough	colleen@trickeyjennus.com	813-831-2325
Trickey Jennus, Inc	Kathie Comella	5300 W Cypress Street	Tampa	FL	33607	Hillsborough	kathie@trickeyjennus.com	813-831-2325
Trident Treatment & Dewatering, LLC Dbas MAS Environ	Marc Eichenholtz	5227 Brighton Shore Drive	Apollo Beach	FL	33572	Hillsborough	meichenholtz@mas-env.com	813-833-1625
Trinitek Technology Solutions	Dexter Ramkissoon	13136 Early Run Lane	Riverview	FL	33578	Hillsborough	dexter@trinitek.com	813-217-2902
Ultramatics, Inc	Saravanan Seshadri	14502 N Dale Mabry Hwy.	Tampa	FL	33618	Hillsborough	accounting@ultramatics.com	813-891-0300
Us Insurance Brokerage Group LLC	Amanda Mejia	3644 S West Shore Blvd	Tampa	FL	33629	Hillsborough	amandamejia81@gmail.com	813-317-7438
V.H. Jr., & Associates, Inc	Villard Houston Jr	P O Box 77244	Tampa	FL	33675	Hillsborough	villard@vhinsurance.com	877-845-5273
Validus Engineering Group, LLC	Amy Neidringhaus	3612 Blossom Country Trail	Plant City	FL	33567	Hillsborough	validus_amy@yahoo.com	813-785-3779
Varsity Enterprises, Inc.	Wilfred Vazquez	4905 W. State St.	Tampa	FL	33609	Hillsborough	alex@travelworld1.com	813-289-8344
Venatore LLC	Tiffany Martin	1302 N. 19th St., Suite 125	Tampa	FL	33605	Hillsborough	tiffany.martin@venatore.com	813-229-7500
Veritable Planning & Solutions, PLLC	Harold Seabrook	5923 Jenny Drive	Tampa	FL	33617	Hillsborough	info@anthonyseabrook.com	813-695-0339
Vertical Holdings Unlimited	Chris Stroud	5321 Primrose Lake Cr.	Tampa	FL	33647	Hillsborough	lbythewood@gmail.com	813-469-0940
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Vizcaya LLC	Felix Piedra	10905 N. Dale Mabry Hwy	Tampa	FL	33618	Hillsborough	felix@vizcayarestaurante.com	813-244-7773
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Vs Office Solutions, LLC	Lizbeth Shaver	4803 Longwater Way	Tampa	FL	33615	Hillsborough	LIZVS@VSOFFICESOLUTIONS.COM	813-503-2182
Walker Design Group, Inc.	Nancy Walker	1810 W. Kennedy Blvd.	Tampa	FL	33606	Hillsborough	rwalker@walkerbrands.com	813-875-3322
Wall 2 Wall Interiors, Inc.	Mary Cappadoro	3311 Majestic View Drive	Lutz	FL	33558	Hillsborough	macappadoro@gmail.com	813-220-0570

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William's Pharmacies, LLC	Phillip Saunders	2808 North Tampa Street	Tampa	FL	33602	Hillsborough	WILLIAMSRTAMPA1@MSN.COM	813-223-4303
Wise Consulting Group, LLC	Julia Wise	6010 Hammock Woods Dr.	Odessa	FL	33556	Hillsborough	jwise@wiscong.com	813-938-0724
Woodroffe Corporation Architects	Anita Wilder	1315 E. Seventh Avenue	Tampa	FL	33605	Hillsborough	aw@wilderarchitecture.com	813-242-6677
Workscapes, Inc	Christina Kendrix	501 E. Kennedy Blvd.	Tampa	FL	33602	Hillsborough	orders@workscapes.com	305-400-8101
WSP Consultants, Inc.	Mary McCallum-Payne	18815 Annelis Drive	Lutz	FL	33548	Hillsborough	mapayne@tampabay.rr.com	813-909-2420
Xcira, Inc.	Nancy Rabenold	410 S. Ware Blvd. Ste. 900	Tampa	FL	33619	Hillsborough	nancy@xcira.com	813-621-7881
Xtreme Painting Services, Inc	Amalia Vega	7910 N. Armenia Ave #A	Tampa	FL	33604	Hillsborough	amalia@xtremepaintingservices.com	813-875-1155
Xtremely Clean Janitorial Service, LLC.	Wanda Barton	5470 E. Busch Blvd. Ste. 190	Temple Terrace	FL	33617	Hillsborough	xtremelycleanjanitorialservice@gmail.com	863-660-9199
Yola Inc.	Yolanda Cazares	Po Box 341045	Tampa	FL	33694-1045	Hillsborough	yolanda@solutionspartnerservices.com	813-963-5958
Your Name Printing & Envelope Mfg. Co. Inc.	Christine Fitzgibbon	508 Hobbs Street	Tampa	FL	33619	Hillsborough	Yournameptg@aol.com	813-643-1443
Zach Mechanical LLC	Timothy Zach	6961 So. Manhattan Ave	Tampa	FL	33616	Hillsborough	Sgtzach@hotmail.com	813-956-5539
Gulf Coast Fencing & Clearing LLC	Leslie Cantu	Po Box 1461	Zolfo Springs	FL	33890	Hardee	lcwillia48@gmail.com	863-781-1210
Hardee County Disposal, Inc.	Sophia Bonjokian	P.O. Box 606	Wauchula	FL	33873	Hardee	sbonjokian@yahoo.com	863-773-6079
Heartland Publications and Marketing, Inc.	Cindy Adams	412 Rest Haven Road	Zolfo Springs	FL	33890	Hardee	cindy@heartland-living.com	863-781-0344
L & J Landscaping OR Harvesting	Elinda Reyna	701 S Fl Avenue	Wauchula	FL	33873	Hardee	lindajc63@yahoo.com	863-781-6011
Wd Environmental Inc.	Charlotte Terrell	1013 Briarwood Drive	Wauchula	FL	33873	Hardee	charlotteterrell@earthlink.net	863-781-6971
Advertising Solutions and Printing, LLC	Nikki Smith	1606 Havendale Blvd. NW	Winter Haven	FL	33881	Polk	nikki@asapone.com	863-291-6807
Airquest Environmental, Inc.	Traci-Anne Boyle	2000 S Florida Avenue	Lakeland	FL	33803	Polk	orders@airquestinc.com	954-792-4549
Able Stamp & Engraving	Gail Martin	2020 S. Combee Rd.	Lakeland	FL	33801	Polk	albestamp@aol.com	863-667-0778
All Earth Landscaping	Lasheka Ware	1868 Emily Dr	Winter Haven	FL	33884	Polk	AllEarthLandscaping@gmail.com	863-298-6796
Americoat Corporation	Shrikant Desai	Pobox2228	Eaton Park	FL	33840	Polk	AMERICOATUSA@YAHOO.COM	863-398-4344
Anointedhandz Cleaning Service LLC	Janan Hamilton	2557 Everleth Dr	Lakeland	FL	33810	Polk	anointedhandz@tampabay.rr.com	863-206-4128
Auburndale Fruit Co., Inc	Jennifer Helms	4970 Lake Lowery Rd	Lake Alfred	FL	33850	Polk	jhelms@auburndalefruit.com	863-956-1600
B & B Tankers, Inc.	Sindy Beliveau	1339 North Lake Reedy Blvd	Frostproof	FL	33843	Polk	bbtankersinc@verizon.net	863-327-3278
Blackmon Roberts Group, Inc.	Sylvia Blackmon-Roberts	902 South Florida Avenue,	Lakeland,	FL	33803	Polk	sylvia@blackmonroberts.com	863-802-1280
Careplus Pharmacy Corp	Ijeoma Agbara	3020 S Combee Rd	Lakeland	FL	33803	Polk	info@careplusdrugs.com	863-668-8490
Clark Environmental, Inc.	Terry Covert	755 Prairie Industrial Pkwy	Mulberry	FL	33860	Polk	mhall@clarkenvironmental.com	863-425-4884
Clark/Nikdel, Inc.	Melea Gernert	62 4th Street NW	Winter Haven	FL	33881	Polk	melea@nikdel.com	863-299-9980
Co Services LLC	Michael Covington	P.O. Box 1500	Eagle Lake	FL	33839	Polk	rconsult-mike@tampabay.rr.com	863-877-0595
Collins Survey Consulting LLC	Dianne Collins	5915 Lake Luther Rd	Lakeland	FL	33805	Polk	dcollins@collinsurvey.com	863-937-9052
Compass Real Estate Consulting Inc.	Shawn Wilson	120 East Pine Street	Lakeland	FL	33801	Polk	shawn@shawnwilson.com	863-688-3614
Computer Merchandise Corporation	Christina Crider	P.O. Box 6129	Lakeland	FL	33807-6129	Polk	ccrider@cmcd.com	863-644-0617
Digitech Of Lakeland, Inc. Dba Digitech Graphics Group	Barbara Balingit	3020 Winter Lake Road	Lakeland	FL	33803	Polk	barbara@dtchgraphics.com	863-668-8770
Douglass Screen Printers, Inc	Debbie Carrigan	2710 New Tampa Hwy	Lakeland	FL	33815	Polk	dcarrigan@mydprint.com	863-899-7130
Duffy And Lee Company	Edith Duffy	4960 Lakeland Commerce Par	Lakeland	FL	33805	Polk	DUFFYLEE@AOL.COM	954-467-1288
E & A Cleaning, Inc.	Jeremiah Johnston	529 W. Brannen Rd.	Lakeland	FL	33813	Polk	eacleaning@verizon.net	863-644-4927
E&A Cleaning, Inc.	Deanna Chambers	529 W Brannen Rd	Lakeland	FL	33813-2727	Polk	eacleaning@verizon.net	863-644-4927
Engineered Design Services LLC	Craig McKenzie	2028 Shepherd Road #207	Mulberry	FL	33860	Polk	craigmckenzie@edsengineers.com	863-354-3026
Eventrics	Sherrin Smyers	2622 W. Memorial Blvd	Lakeland	FL	33815	Polk	sherrin@eventrics.com	863-683-3905
Exclusive Contractors, Inc.	Liz Burse	277 S. 10th Avenue	Bartow	FL	33830	Polk	roadcontractor2@yahoo.com	863-559-1039
Extravagant Exposure	Anthony Grant	513 Vizcay Way	Davenport	FL	33837	Polk	extravagantexposurellc@gmail.com	631-994-0230
F & F Case Management, Inc	Jane Nolte-Wiener	Po Box 6900	Lakeland	FL	33807	Polk	jan5444@aol.com	800-282-9101
Fisher's Landscape Maintenance	Michael Fisher	923 Jere Circle	Lakeland	FL	33801-3023	Polk	33801302@tampabay.rr.com	863-665-3982
Florida General Coatings, Inc.	Valeria Nyaga-Ireri	5933 Velvet Loop	Lakeland	FL	33811	Polk	nyaga@tampabay.rr.com	863-698-4587
Furtah, Inc	Cindy Adams	1350 E Main Street Suite C1	Bartow	FL	33831	Polk	cadams@mbamedi-test.com	863-533-7484
Garrard Framing & Drywall, Inc	Julie Garrard	5578 Commercial Blvd	Winter Haven	FL	33880	Polk	julieg@garrardinc.com	863-860-9194
GLT Office Supply, Inc	Accounts Payable	P.O. Box 3829	Lakeland	FL	33802-3829	Polk	bjwise2@gltoffice.com	863-686-1799
Grace Pest Control	Marianne Moselle	3615 Ventura Drive West	Lakeland	FL	33811	Polk	gracepc@tampabay.rr.com	863-607-9611
Gulf Coast Avionics Corporation	Rick Garcia	3650 Drane Field Rd.	Lakeland	FL	33811	Polk	RG122260@aol.com	863-709-9714
Heart of Gold Senior Services	Lisa Wade	209 Fern Rd	Winter Haven	FL	33880	Polk	heartofgoldsrsvs@yahoo.com	863-595-8927
Horus Construction Services Inc.	James Graham	P.O. Box 10667	St. Petersburg	FL	33733	Polk	horuscons1@juno.com	727-898-6877



Human Capital Resources and Concepts Inc	Marnice Miller	128 Palmetto Ave NW	Lakeland	FL	33881	Polk	marnice.miller@hcrconcepts.com	3013510724
Hydro Solutions Consulting LLC	Roberto Beltran	3616 Harden Blvd	Lakeland	FL	33803	Polk	RBeltransr@Hydrosc.com	863-559-2472
I.D.S. Enterprises, Inc.	Ana Maria Gravis	Post Office Box 93113	Lakeland	FL	33804	Polk	idsenterprises@msn.com	863-984-8994
Ideal Cleaning Services, Inc.	Jorge Gomes Gome	P.O. 7853	Lakeland	FL	33807	Polk	jorgegomes@ideal-cleaning.com	863-648-5055
Imperial Cabinets & Millwork, LLC	Leroy Goodman	P.O. Box 92105	Lakeland	FL	33804-2105	Polk	imperialcabinets94@yahoo.com	863-512-6003
Imperial Testing and Engineering Inc	Al McGhin	3905 Kidron Rd	Lakeland	FL	33811-1293	Polk	Al.McGhin@imperialtesting.com	863-647-2877
International Importers	Magdalena Shirley	244 Escondido Court	Kissimmee	FL	34759-3694	Polk	Intimporters@cf.rr.com	863-496-1145
International Sun Travel Agency, Inc.	Blanche Bryant	705 East Main Street	Bartow	FL	33830	Polk	blanche@intsuntvl.com	863-533-0511
Jarrett Gordon Ford, Inc.	Anthony Gordon	2600 Access Rd N.W.	Davenport	FL	33897	Polk	anthonygordon@jarrettford.com	863-422-1167
Jerue Logistics Solutions, LLC	Stephanie Johnson	20 3rd Street SW	Winter Haven	FL	33807	Polk	sjohnson@jerue.com	863-607-5616
Jerue Logistics Solutions, LLC	Stephanie Johnson	3200 Flightline Dr. Ste. 101	Lakeland	FL	33811	Polk	sjohnson@jerue.com	863-607-5616
Kincart Construction Company	Robert J. Kincart	1875 W. Main St.	Bartow	FL	33830	Polk	estimating@kincart.com	863-533-9044
Kyra Solutions, Inc. (Formerly Known as Kyra Infotech, In	Rupal Patel	4454 Florida National Drive	Lakeland	FL	33813	Polk	rpatel@kyrasolutions.com	863-686-2271
L.M. Electric Services Inc.	Leonel Mendoza	5023 Sheperd Rd.	Lakeland	FL	33811	Polk	lmes224@gmail.com	863-255-5472
L&L Group Services, LLC	Lorenzo Williams	2727 Berkford Circle	Lakeland	FL	33810	Polk	landlgroupservices@gmail.com	407-493-8001
Landmark Civil Services LLC	Julie Garrard	5578 Commercial Blvd	Winter Haven	FL	33880	Polk	julieg@garrardinc.com	863-967-3992
Liberty Hauling Inc	Clara Ruth Wagner	7144 Evergreen Blvd	Polk City	FL	33868	Polk	ruth@libertyhauling.com	863-984-1462
Liberty Rebar Inc.	Jose Antonio Rojas Corte	530 N Commonwealth Ave	Polk City	FL	33868	Polk	ssimpson@libertyrebar.com	863-559-4120
LMR Construction, Inc.	Luis Montanez	997 Dawes Road	Frostproof	FL	33843	Polk	lmr_montanez@hotmail.com	863-635-4651
Los Dos Amigos Landscaping LLC	Rigoberto Aguirre	122 Palmetto Ridge Dr	Winter Haven	FL	33880	Polk	mariaaguirre512@gmail.com	863-241-9714
Mabe Production and Installation, Inc.	Lorraine Mabe	924 Fairlane Drive	Lakeland	FL	33809	Polk	lorraine@mabeparo.com	863-859-2354
Mabe Production and Installation, Inc.	Lorraine Mabe	924 Fairlane Drive	Lakeland	FL	33809	Polk	lorraine@mabepromo.com	863-859-2354
Madrid Engineering Group, Inc.	Danny Tidwell	2030 Sr60 East	Bartow	FL	33830	Polk	dtidwell@madridengineering.com	863-533-9007
Masonry Systems, Inc.	Diane Lail	4828 Highway 92 E	Lakeland	FL	33801	Polk	mlail3@aol.com	863-668-9449
Mastropietro Management Inc.	Lorraine Mastropietro	5039 Creekview Lane	Lakeland	FL	33811	Polk	lmastrop@tampabay.rr.com	863-701-8268
MDM Services, Inc.	Dhivy Sathianathan	1055 Kathleen Road	Lakeland	FL	33805	Polk	dhivy@mdmservices.com	863-646-9130
Moore Is Better Services LLC	Laquasier Cathey	P.O. Box 582267	Kissimmee	FL	34758	Polk	mooreisbeterservices@yahoo.com	407-793-8464
Moxie Communications, Inc	Gerri Mote	370 Prairie Industrial Parkway	Mulberry	FL	33860	Polk	gmote@moxiefast.com	352-256-2381
Multicultural Marketing Services, Inc.	Emma Lawson	P. O. Box 2713	Haines City	FL	33845	Polk	eglawson@hotmail.com	863-422-8849
Murray Equipment Sales, Inc.	Melissa Murray	P O Box 6658	Lakeland	FL	33807	Polk	Melissa@murrayequipmentsales.com	863-644-0312
NRP Technologies Corporation	Raul Polanco	P.O. Box 2384	Lakeland	FL	33806	Polk	raul.polanco@me.com	619-800-5222
Nuair Air-conditioning Inc	Torrey Muhammad	1618 Crystalview Trl	Lakeland	FL	33801	Polk	tworcks113@gmail.com	863-370-9668
Nujak Development, Inc.	Frank Kendrick	711 N Kentucky Ave.	Lakeland	FL	33801	Polk	fkendrick@nujak.com	863-686-1565
Office Furniture Depot	Joanne Boles	2440 U.S. Highway 98, N.	Lakeland	FL	33805	Polk	j.boles@officefurnituredepot.com	863-682-3450
Parry's Lawn & Landscape, Inc.	Tiffany Parry	P.O. Box 2810	Lakeland	FL	33806	Polk	thp@parrysland.com	863-937-4733
Patel, Greene, & Associates, PLLC	Hiren Patel	555 West Main Street	Bartow	FL	33830	Polk	hiren@patelgreene.com	863-533-7317
Patriot Suppliers	William Morey	1424 Royal Forest Loop	Lakeland	FL	33811	Polk	cmorey3742@aol.com	863-712-0534
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Patriot Technologies LLC	Reginald Pope	5121 South Lakeland Drive	Lakeland	FL	33813	Polk	ropope@pattech-llc.com	813-751-7217
Peavey & Associates Surveying & Mapping Pa	Deborah Peavey	9399 North Lake Buffum Road	Fort Meade	FL	33841	Polk	debpeavey@peaveysurveying.com	863-738-4960
Perpetual Technology Solutions	Connie Nickerson	2525 Drane Field Rd Ste 10	Lakeland	FL	33811	Polk	connie.nickerson@pt-solutions.com	863-644-1120
Phoslab Environmental Services Inc.	George Fernandez	806 W. Beacon Rd.	Lakeland	FL	33803	Polk	georgeaf@phoslab.com	863-682-5897
Pike Solutions LLC	Michael Merashoff	Po Box 1085	Auburndale	FL	33823	Polk	4pikesolutions@gmail.com	863-430-9151
Premiere Commercial Furniture & Design, LLC	Vicki White	160 Fitzgerald Road	Lakeland, FL	FL	33813	Polk	vicki.white@pcf-d.com	863-648-2000
Proplus Products, Inc.	Holly Lyle	Po Box 426	Bowling Green	FL	33834	Polk	purchase@proplusproducts.com	863-375-2487
Pyramid Fasteners	Theresa Pickard	620 South First Avenue	Bartow	FL	33830	Polk	PyramidFas@aol.com	863-533-0875
Ram Enterprises of Lakeland, In	Letitia Stones	730 West Memorial Boulevard	Lakeland	FL	33815	Polk	letitia@ram-carpet.com	863-683-2853
Register with Ease	Stacey Smith	473 Las Cruces	Winter Haven	FL	33884	Polk	stacey@registerwithease.com	863-325-0077
Rita Temporaries Inc Db a Rita Staffing	Rich Hames	Po Box 6955	Lakeland	FL	33807	Polk	rhames@ritastaffing.com	863-646-5021
Robby's Septic Tank Service, Inc.	Beverly McLauchlin	9158 Hall Road	Lakeland	FL	33809-1507	Polk	mclauchlin@tampabay.rr.com	863-858-6293
Rumbough Enterprises, LLC	Henry Rumbough	6244 Napa Drive	Lakeland	FL	33813-5894	Polk	sales@befleetwise.com	321-536-0856
S.E. McDonough & Associates, Inc.	Susan McDonough	4921 Southfork Drive	Lakeland	FL	33813	Polk	sema@tampabay.rr.com	863-709-0590
SLS Publications, LLC	Lori Madden	5050 Ralston Road	Lakeland	FL	33811	Polk	info@slspublications.com	863-648-2614
Springer Construction Inc	Tammy Springer	2622 Longhorn Dr.	Lakeland, Flo	FL	33801	Polk	tammy@springerconstruction.com	863-581-2987

Striplet Imaging LLC	Jean Duquens Striplet	4981 Mandolin Court	Winter Haven	FL	33884	Polk	admin@stripletimaging.com	863-257-9062
T Gregory Construction, Inc	Gregory Bell	2204 2nd Street N.E.	Winter Haven	FL	33881	Polk	tbell@tgregoryconstruction.com	863-294-6003
T.A. Steele Corp.	Tracy Steele	1911 S. Florida Ave.	Lakeland	FL	33803	Polk	tsteele9200@gmail.com	863-844-2981
The A. D. Morgan Corporation	Rebecca Smith	1661 Williamsburg Square	Lakeland	FL	33806	Polk	dwade@admorgan.com	813-832-3033
The Bush Global Group Corporation	Marshall Bush	1384 East MLK Drive	Bartow	FL	33830-5226	Polk	marshallb@bushglobalgroup.com	407-655-9776
The Circular Solution	Rhoda Cokee	1142 W Main St	Lakeland	FL	33815	Polk	circularsolution@aol.com	863-646-6655
Tight Line Services, Inc.	Paula Peterson	2520 Tiger Lake Rd	Lake Wales	FL	33898	Polk	paula@tightline.us	863-679-1370
TMJ Construction	Mercia Burt	935 Tangelo Circle	Bartow	FL	33831	Polk	tmjconstruction@rocketmail.com	863-559-5868
Trifactor Solutions, LLC	Ilene Phelan	2401 Drane Field Rd	Lakeland	FL	33811	Polk	iphelan@trifactor.com	863-577-2232
Viewpoint Values, LLC	Lynn Cotter	1861 N Crystal Lake Dr	Lakeland	FL	33801	Polk	areoservices@aol.com	863-617-7015
Warehouse Flooring	Michael Leinenbach	1087 Highway 92 W	Auburndale	FL	33823	Polk	kaleigh@warehouseflooringfla.com	863-965-7777
Watts Construction, Inc.	Nicole Watts	4800 White Clay Pit Road	Haines City	FL	33844	Polk	nickiwatts@aol.com	863-412-1039
Xcellent Xteriors	Ryan Edrington	122 East Main St	Lakeland	FL	33801	Polk	lakelandpressurewashing@gmail.com	863-838-6850
123germfree, LLC	Cordell Jeter	4537 Prime Terrace	North Port	FL	34286-7707	Sarasota	cordell_jeter@123germfree.com	571-437-5861
A- Team Underground, LLC	Vinell Lacey	5947 N Tuttle Ave	Sarasota	FL	34243	Sarasota	vlacey@ateamunderground.com	941-388-7479
Above the Sill	Phillip Barone	745 C Shamrock Blvd	Venice	FL	34293	Sarasota	phil@abovethesill.net	941-492-3101
Adicot, Inc	Adrienne Gould-Choqueet	1744 Island Way	Osprey	FL	34229	Sarasota	adriennegc.pe@gmail.com	941-483-1895
Advantage-Plus Resources, Inc.	Vicki Vega	4947 Greencroft Rd.	Sarasota	FL	34235	Sarasota	adplusresources@aol.com	941-518-1035
AMDS, Inc.	Anne Merrill	500 Artists Ave	Englewood	FL	34223	Sarasota	amerrill.amds@comcast.net	941-544-4750
Apex-Studio Santa Maria, Inc.	Ana Santa Maria	200 S. Washington Blvd. Suite	Sarasota	FL	34236	Sarasota	ana@apex-studio.com	941-957-8187
Apollo Sunguard Systems, Inc.	Kevin Connelly	4487 A Ashton Road	Sarasota	FL	34233	Sarasota	sales@sunguard.net	941-925-3000
Archaeological Consultants, Inc.	Marion Almy	8110 Blaikie Court	Sarasota	FL	34240	Sarasota	ACIFlorida@comcast.net	941-379-6206
Arox Land Development Corp	Grazyna Merrill	700 Bell Road	Sarasota	FL	34240	Sarasota	GRACE@AROXLAND.COM	941-915-3748
Atlantic TNG	Megan Ditcher	1701 Myrtle Street	Sarasota	FL	34234	Sarasota	mkitchner@atlantictng.com	941-355-2988
Awareness Promotional Products LLC	John Danaher	494 Palmetto Dr	Venice	FL	34293	Sarasota	jd@awarenesspromotionalproducts.com	941-223-2102
Breed Contracting & Logistics LLC	Rachel Beckner	604 Colonia Lane E	Nokomis	FL	34275	Sarasota	greenroofingtech@hotmail.com	941-244-2469
Bulldog Haulers & Equipment, LLC	Jacqueline Manzano	Po Box 17994	Sarasota	FL	34276	Sarasota	bulldoghaulers@gmail.com	941-778-4285
Construction Supply of Southwest Florida Inc	Laura Strub	2223 12th Street	Sarasota	FL	34237	Sarasota	laura@mystucco.com	941-366-2322
Cornwall Analytics	Nikki Fisher	2621 Cattlemen Road	Sarasota	FL	34232	Sarasota	adminoffice@coanics.com	941-371-5300
DDX Global, Inc.	David Gutierrez	361 Oak Hill Drive	Sarasota	FL	34232	Sarasota	ddxglobal@gmail.com	941-448-9496
DeJonge Excavating Contractors Inc.	Eileen DeJonge	3500 Rustic Road	Nokomis	FL	34275	Sarasota	dejongexc@aol.com	941-485-7799
DeJonge Excavating Contractors, Inc.	Eileen DeJonge	P.O. Box 743	Venice	FL	32484	Sarasota	dejongexc@aol.com	941-485-7799
Diversified Technology Consultants	Robert Hammersley	650 Central Avenue	Sarasota	FL	34237	Sarasota	robert.hammersley@teamdtc.com	941-554-2035
Dm Constructors, LLC	Wendy Mack	337 Interstate Blvd	Sarasota	FL	34240	Sarasota	wmack@dm-constructors.com	941-809-8585
Domari & Associates Inc	Michelle Olivo	8065 S. Beneva Road	Sarasota	FL	34238	Sarasota	molivo@domarijobs.com	941-488-4440
Ducon, LLC	Ernest Dubose II	5104 North Lockwood Ridge Road	Sarasota	FL	34234	Sarasota	edubose@ducon.us	941-376-1663
Eagle Site Developers Inc.	M. Paige Farr	15910 Rawls Road	Sarasota	FL	34240	Sarasota	eagle@mailmt.com	941-322-9519
Ecogenesis LLC	Pamela Fetterman	4152 Independence Ct. Ste C-7	Sarasota	FL	34234	Sarasota	pfetterman@ecogenesisllc.com	941-351-0300
Eight22, LLC	Debra Alexander	332 Desoto St	Nokomis	FL	34275	Sarasota	debbie@eight22llc.com	517-977-4919
Elanguages, Inc.	Pamela Peterson	P.O. Box 204	Venice	FL	34284	Sarasota	pamela@elanguagesinc.com	941-870-2050
Engineering Visions, Inc	Laura Andrews	5104 N. Lockwood Ridge Road	Sarasota	FL	34234	Sarasota	LauraAndrewsPE@aol.com	941-355-0000
Ennistymon Equities LLC	Marina Kensinger	5715 Pinkney Ave	Sarasota	FL	34233	Sarasota	marina@floridafenceandgates.com	941-921-4659
Erickson Consulting Engineers, Inc.	Karyn Erickson	7201 Delainey Ct	Sarasota	FL	34240	Sarasota	karyn@ericksonconsultingengineers.com	941-373-6460
Executive Reporting Service	Diane Emery	6151 Lake Osprey Drive	Sarasota	FL	34240	Sarasota	demery@executive-reporting.com	727-823-4155
Florida Engineering and Surveying, LLC	Jessica Heiny	631 Tamiami Trail	Nokomis	FL	34275	Sarasota	Jessie@florida-eas.com	941-485-3100
Gemini Enterprises of South Florida	Shirley Romanoff	1575 Cattleman Road	Sarasota	FL	34232	Sarasota	sromanoff@ems-fl.com	941-342-9111
Hammer Fireproofing and Insulation Inc.	Diane Roque	6400 Beedla St	North Port	FL	34291	Sarasota	Diane@Hammerfireproofing.com	941-286-4916
Information Visualization and Innovative Research, Inc.	Catherine Strayhorn	1626 Barber Road	Sarasota	FL	34240	Sarasota	cstrayhorn@ivirinc.com	941-377-6329
Innovative Corporate Solutions, Inc	Heather Oneill	1193 Sarasota Center Blvd	Sarasota	FL	34240	Sarasota	invoices@clovermedicalsolutions.com	941-779-5944
Ivy Ventures, Inc.	Lee-En Chung	2477 Stickney Point Road.	Sarasota	FL	34231	Sarasota	LadyChung@yahoo.com	941-927-5604
J-Mar Cleaning Services	Jacqueline Fletche	1718 25th Street	Sarasota	FL	34234	Sarasota	saintbarnard@aol.com	941-962-2583
Jeda Construction Company	Dawn Balsamo	247 Argus Rd	Venice	FL	34293	Sarasota	dawn@jedaconstructionco.com	941-445-0455
KBH Consulting Inc.	Kathryn Henthorn	4131 Weidman Ave	North Port	FL	34286	Sarasota	kbonney219@hotmail.com	727-422-5025
Kin-Care Services, Inc.	Gary Kinser	4152 Independence Ct.	Sarasota	FL	34234	Sarasota	Kendel@kin-careservices.com	941-780-3184
Landfall Strategies, LLC	Maria Rocha	2884 Pinecrest Street	Sarasota	FL	34239	Sarasota	info@landfallstrategies.com	941-451-7472
Leda Printing	Eileen Rosenzweig	3939 S Tamiami Tr	Sarasota	FL	34231	Sarasota	eileen@sirspeedysarasota.com	941-922-1563

Manasota Flooring, Inc.	Scott Klein	4551 N. Washington Blvd	Sarasota	FL	34234	Sarasota	scottklein@manasotaonline.com	941-355-8437
Mercedes Medical	Brooke Niecestro	7590 Commerce Ct	Sarasota	FL	34243	Sarasota	brooke.niecestro@mercedesmedical.com	800-331-2716
Mercedes Medical, Inc.	Misty Masengale	7590 Commerce Court	Sarasota	FL	34243	Sarasota	csrgroup@mercedesmedical.com	941-355-3333
Milan Catering and Event Design	Roberta Newcombe	4141 S Tamiami	Sarasota	FL	34231	Sarasota	chefroberta@milancatering.com	941-312-0000
Miton, LLC	Michelle Hazeltine	2401 N River Road	Venice	FL	34242	Sarasota	mhazeltine@mitonllc.com	941-488-2220
N.N.D.L. Inc. DBA Arcpoint Labs	Nancy Erickson	3410 Magic Oak Ln	Sarasota	FL	34232	Sarasota	nerickson@arcpointlabs.com	941-388-7745
Northgate Limited, Inc.	Donna Fiddler	4549 Mariotti Court	Sarasota	FL	34233-3480	Sarasota	nli@verizon.net	941-927-9406
Oasis Publications, Inc.	Dianne Warren	2344 Cambridge Drive	Sarasota	FL	34232	Sarasota	dianne@fitness4kidz.com	941-371-2223
Phoenix Builders of West Florida LLC	Byron McNamara	4468 Baycedar Lane	Sarasota	FL	34241	Sarasota	byron@phoenixofwfl.com	941-993-8870
Platinum Coast Construction, Inc.	Marilyn Schroeter	1429 N. Lake Shore Drive	Sarasota	FL	34231	Sarasota	pcci.fl@gmail.com	941-545-7777
Pro-Motion Notions	Annette Gueli	7263 Mauna Loa Blvd	Sarasota	FL	34241	Sarasota	floridapromo@aol.com	941-952-1119
Professional Concrete, Inc.	David Oriente	5220 McIntosh Road	Sarasota	FL	34233	Sarasota	David@professionalconcrete.com	941-921-3660
Professional Supplement Center LLC	Cheryl Davis	5441 Palmer Crossing Circle	Sarasota	FL	34233	Sarasota	sherid@professionalsupplementcenter.com	941-487-5990
Provertra Formulations LLC	Cheryl Davis	5441 Palmer Crossing Circle	Sarasota	FL	34233	Sarasota	sherid@provertra.com	941-487-5990
Recycled Plastic Factory	Cindy Googins	Po Box 2248	Englewood	FL	34295	Sarasota	cgoogins@recycledplasticfactory.com	941-473-1618
Redgate Technical Solutions	Pamela Redgate	2122 Chrysler Ave	Sarasota	FL	34234	Sarasota	predgate@comcast.net	941-600-5213
Redgate Technical Solutions, Inc.	Pamela Redgate	2122 Chrysler Avenue	Sarasota	FL	34234	Sarasota	redgatetech@yahoo.com	941-366-6580
Robertson Consulting Group, Inc.	Shelley Robertson	P.O. Box 51688	Sarasota	FL	34232	Sarasota	info@snrobertson.com	239-633-3241
Safe Air Corp.	Laura Lutz	850 S. Tamiami Trail	Sarasota	FL	34230	Sarasota	llutz@safeairco.com	800-798-8820
Shafer Consulting, LLC	Jennifer Shafer	Po Box 2879	Sarasota	FL	34230	Sarasota	jennifer@shaferconsulting.org	941-232-8222
Steinbaum And Associates, Inc. Ecological Consultants	Michele Steinbaum	P.O. Box 15437	Sarasota	FL	34277	Sarasota	steinbaumenvirom@aol.com	941-921-2707
Taggmed, Inc.	Terry Shirley	520 S. Polk Dr.	Sarasota	FL	34236	Sarasota	info@taggmed.com	941-227-6755
Tama Tasley-Beltran	Tama Tasley-Beltran	1631 Bonita Lane	Sarasota	FL	34239	Sarasota	tama2346@comcast.net	941-952-9237
THC-Select Inc	Barbara Hanshaw	P.O. Box 5157	Sarasota	FL	34277	Sarasota	thcselect@aol.com	941-952-9226
The Artec Group, Inc.	Louis Sanchez	Post Office Box 50335	Sarasota	FL	34232-0302	Sarasota	LSanchez@TheArtecGroup.com	941-960-1378
Think Global, LLC	Tammy Kovar	2036 20th Street	Sarasota	FL	34234	Sarasota	tkovar@biologicaltreeservices.com	941-706-1414
Total Network Resources	Rhona Bohan	2844 Proctor Road	Sarasota	FL	34231	Sarasota	rhonabohan@totalnetworkresources.com	941-355-3817
Tropical Real Estate Appraisals, LLC	Lisa Smith	4910 Post Pointe Drive	Sarasota	FL	34233	Sarasota	tropicalalisa@verizon.net	941-929-7089
Youthful Aging Home Health, Inc.	Elaine Damasco	5602 Marquesas Circle	Sarasota	FL	34233	Sarasota	elaine@youthfulaging.net	941-925-9532
Zipzatz Inc	Susan Baker	257 North Street	Englewood	FL	34223	Sarasota	zipzatz@officezilla.com	941-993-6625