



ITB 20-014

CONTRACT DOCUMENTS, BID DOCUMENTS AND SPECIFICATIONS

FOR

FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG CONTRACT #: 19DB-ON-07-38-02-N16

Maintenance, Repairs and Equipment Replacement/Upgrades to the Grand Avenue Lift Station.  
Sidewalk, Curb, Milling, Resurfacing Pavement and Drainage Improvements for portions of South  
Orange Street, Violet Avenue and Nasturtium Avenue

Commodity Codes:

91359, 91319, 91327, 91345, 91347, 91350, 91356, 91371, 91381,  
91384, 91391, 91395, 91396, 91187

Located in the City of Sebring (Highlands County), Florida

Project Engineer  
Roger Dale Polston, P.E.#33222  
Polston Engineering Inc.  
2925 Kenilworth Blvd.  
Sebring, FL 33870  
863-385-5564  
863-385-2462 fax  
[dale@polstonengineering.com](mailto:dale@polstonengineering.com)

Owner:  
City of Sebring, Florida  
John C. Shoop, Mayor  
368 South Commerce Avenue  
Sebring, FL 33870  
863-385-5171  
863-385-4130 fax  
[johnshoop@mysebring.com](mailto:johnshoop@mysebring.com)

**CITY OF SEBRING  
INVITATION TO BID #20-014  
CDBG#: 19DB-ON-07-38-02-N16  
NEIGHBORHOOD REVITALIZATION OF THE SOUTH ORANGE STREET,  
VIOLET AVENUE, GRAND AVENUE, AND NASTURTIUM AVENUE AREAS**

City of Sebring, (herein referred to as the "City") Sealed bids marked "Sealed Bid" City of Sebring Community Development Block Grant (CDBG) Project # 19DB-ON-07-38-02-N16 for the Fiscal Year 2017, to be financed by the State of Florida Department of Economic Opportunities (DEO) will be received by the City for the construction of the Project described as follows: Maintenance, Repairs and Equipment Replacement/Upgrades to the Grand Avenue Lift Station. Sidewalk, Curb, Milling, Resurfacing Pavement and Drainage Improvements for portions of South Orange Street, Violet Avenue and Nasturtium Avenue.

Specifications and terms and conditions may be obtained at VendorRegistry.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted to purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted. Bid plans, if any, can be obtained by emailing a request to purchasing@mysebring.com.

**There will be a non-mandatory pre-bid meeting on Thursday, May 21, 2020 at 9:00 a.m.** All interested parties will meet at the front entrance of City Hall, 368 S. Commerce Ave., Sebring, FL 33870. At 9:15 a.m. or shortly thereafter, all parties in attendance will leave for a site visit.

Sealed bids must be marked with the ITB number and **delivered by U.S. mail or courier** to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., Monday, June 15, 2020**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. **No hand delivered bids will be accepted.** The City will not be responsible for the late delivery of any bids that are incorrectly addressed by mail or any other type of delivery service. The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

**Fair Housing / Equal Opportunity Employer**

Lisa Osha, Purchasing Agent

Official Publication: VendorRegistry.com  
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## SECTION 1 – DEFINITIONS

**ADDENDA** - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

**AGREEMENT** - The written instrument which is evidence of the agreement between City and Contractor covering the work.

**BID or PROPOSAL** - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

**BID BOND** - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

**BID DOCUMENTS** - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

**BIDDER, PROPOSER, OR OFFEROR** – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

**BIDDING REQUIREMENTS** - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

**CHANGE ORDER** - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CONTRACT** - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

**CONTRACTOR** - Any person having a contract, agreement or purchase order with the City.

**CONTRACT DOCUMENTS** - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

**CITY OR OWNER** - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

**LOCAL BUSINESS** - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months

immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

**LUMP SUM BID PRICE** - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

**NOTICE OF AWARD** - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

**NOTICE TO PROCEED OR PURCHASE ORDER** - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

**PAYMENT BOND** - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials.

**PERFORMANCE BOND** - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time.

**PROJECT** - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

**RESPONSIBLE VENDOR** – A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**RESPONSIVE VENDOR** - A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

**SITE** - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

**SPECIFICATIONS** - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

**SUBCONTRACTOR** - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

**SUBSTANTIAL COMPLETION** - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

**SUCCESSFUL BIDDER OR PROPOSER** - The bidder or proposer to whom the City provides written notice of award.

**UNIT PRICE BID** - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

**WORK** - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

## **SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 2/2020)**

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

### **COMPLIANCE WITH APPLICABLE LAWS:**

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

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

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or [kathyhaley@mysebring.com](mailto:kathyhaley@mysebring.com).**

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

**ACCEPTANCE AND WARRANTY:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

**ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on [VendorRegistry.com](http://VendorRegistry.com). **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

**ADDITIONAL WORK:** Contractor may recommend additional work needed in addition to regular maintenance. City purchasing policies will be followed for such additional work.

**ASSIGNMENT:** Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

**BONDING:** A bid bond, payment bond, and performance bond will be required of the awarded proposer for any contract that is greater than \$100,000. The performance and payment bonds will be in an amount equal to 100% of the price specified in the contract. The bonds shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided in the contract. The bid bond will be in an amount equal to 5% of the bid total. See attached bond forms.

**CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CITY EMPLOYEES AND FAMILY MEMBERS** are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

**CONTACT INFORMATION:** Lisa Osha, Purchasing Agent, [purchasing@mysebring.com](mailto:purchasing@mysebring.com). Any interpretation, clarification, correction or change to this document will be made by written addendum

issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**COPYRIGHTS:**

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

**DAMAGE TO PROPERTY:** Contractor agrees that all City or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

**DEFAULT:** In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

**DOCUMENT DEEMED AS A CONTRACT:** In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney’s contract is primary and this document is secondary.

**DUE CARE AND DILIGENCE** has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its

representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**EARLY TERMINATION:** City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

**EQUIPMENT:** Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein. Employees of Contractor shall wear company uniforms and shall work from vehicles bearing the Contractors name at all times.

**INDEPENDENT CONTRACTOR:** The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

**INSPECTION & CORRECTION OF WORK:** All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

**INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

a. Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.



b. Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

c. Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

d. Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

**LICENSING:** Bidders shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

**LIQUIDATED DAMAGES:** If Contractor fails to achieve substantial completion of the project on or before the date of substantial completion as set forth in the contract, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the project on or before the date of final completion as set forth in the contract, or as extended by a change order, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

**LOCAL PREFERENCE:** Not applicable to this solicitation.

**MULTIPLE RESPONSES:** If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

**NOTICES:** All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

**PAYMENTS:** All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

**PERFORMANCE & WORKMANSHIP:** Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to

terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

**PRE-BID MEETING:** There will be a non-mandatory pre-bid meeting on Thursday, May 21, 2020 at 9:00 a.m. All interested parties will meet at the front entrance of City Hall, 368 S. Commerce Ave., Sebring, FL 33870 to sign in and receive instructions. At 9:15 a.m. or shortly thereafter, all parties in attendance will leave for a site visit. No questions will be answered at this meeting unless the written question is provided to the Purchasing Agent prior to or during the meeting. Written questions will be answered at the meeting and then posted online at VendorRegistry.com as an addendum.

**PREPARATION COSTS:** The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

**PRICE:** City shall pay the awarded Contractor the sum stated on the "Official Bid Form" page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract. Any change in price may result in the cancellation of the purchase order and/or agreement.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES:** Not applicable.

**PURCHASE CARDS:** When accepted by the vendor, transactions totaling \$1,000.00 or less may be paid by purchase card. Purchase Cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

**PURCHASE ORDERS** are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process, and a purchase card cannot be used. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

**RENEWAL:** Not applicable for this solicitation.

**RESTRICTIONS:** Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

**RESPONSES/BIDS** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

**STATEMENT OF INDEMNIFICATION** – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor’s obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor’s limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

**SUBCONTRACTOR:** If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project. The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must comply with all laws and regulations regarding a Department of Economic Opportunity Community Development Block Grant.
- b. Must be acceptable to the owner after verification by the Department of Economic Opportunity of the current eligibility status; and
- c. Must submit a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Form 950.2; Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form 1421A; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the Proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

**TERM:** The term of this contract will be until completed.

**TERMINATION:** Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City’s intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

**TIME:** Time is of the essence of this agreement.

**PROTEST:** Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes shall constitute a waiver of the bidder’s right to protest.

**BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP TO FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.**

### **SECTION 3–PURPOSE OF PROJECT**

The City of Sebring has been awarded funding through a Community Development Block Grant (CDBG), Project #19DB-ON-07-38-02-N16 for the Fiscal Year 2017, financed by the State of Florida Department of Economic Opportunities (DEO). The project includes the maintenance, repair, and equipment replacement/upgrades to the Grand Avenue Wastewater Lift Station, as well as sidewalk, curb, milling, resurfacing pavement and drainage improvements for portions of South Orange Street, Violet Avenue and Nasturtium Avenue.

### **SECTION 4: TECHNICAL SPECIFICATIONS**

#### **GENERAL NOTES**

The contractor shall supply all labor, materials and equipment for the completion of the work.

Where a specific detail regarding materials or construction has been omitted in these specifications, bid and contract documents, such work will be performed under the Highlands County Land Development Regulations, including the Highlands County Technical Design Standards Manual (current edition) and then the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (current edition) and the Florida Department of Transportation Design, Construction, Maintenance and Utility Operations on the State Highway System (current edition). Sidewalks constructed shall be in compliance with the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design, or more current version if one is available

The contractor shall be responsible for maintaining a safe work area and supply all necessary signs, equipment and personnel to accomplish the task. Traffic shall be restricted to local traffic only; home owners and business owners must be allowed reasonable access to their property. It is the contractor's responsibility to coordinate the work with the home owners and business owners in the area. Maintenance of Traffic, Driveway Maintenance and Detour Plans shall be submitted to the Project Engineer for approval. The work site and traffic control devices shall at all times be in compliance with the Florida Department of Transportation Roadway and Traffic Design Standards Manual (current edition) and the USDOT, FHWA Manual on Uniform Traffic Control Devices (current edition).

When completed the streets are to have a smooth ride and appearance and also a durable surface. The asphalt shall be applied at the proper temperature and mixture such that drag marks are not present on the surface. Driveway joints will be tapered to provide a smooth transition between the asphalt and concrete driveways.

Asphalt millings or asphalt removed from the surface shall be hauled to City of Sebring Public Works Department Facility located off the Sebring Parkway and dumped in a location designated by the Public

Works Director. The cost of the hauling shall be included in the milling price.

Removed sidewalk and curb shall be hauled to a landfill, recycler or otherwise legally disposed of by the contractor. The cost of the hauling and disposal shall be included in the sidewalk or curb removal price.

Mill areas adjacent to existing driveways and roadways when necessary to provide a flush joint after final placement of overlay.

The work shall be fully guaranteed by the contractor for materials and workmanship for a period of at least three 3 years from the date of final payment for the project.

Any damage to items which are adjacent to the pavement such as signs and/or mail boxes shall be repaired or replaced by the contractor.

Any damage done to the grassed right of way areas adjacent to the pavement, such as by parking or driving of trucks or equipment shall be repaired by the contractor.

All cleanup work is the responsibility of the contractor, all debris shall be disposed of properly and lawfully.

Quantities shown are our estimates, if you disagree with those quantities you should provide us with your own values when bidding the job and clearly point them out in the bid submittal package, so that we may evaluate the bids fairly.

Existing asphalt and/or base shall be milled or re-graded such that the 1.5 inch surface course shall be even with and not above the lip of the curb when construction is completed. Existing shellrock base shall be reworked, reshaped and compacted such that the original crown slopes of the road shall be restored. Any additional shellrock to be added to accomplish this task shall be included in the bid. The original crown was the same as is required today, ¼"/foot or 2.0 percent.

#### THE SCOPE OF WORK IS AS FOLLOWS:

**MILLING EXISTING ASPHALT** – Existing asphalt in the project area shall be milled in such a manner so as the standard crown of 2.0 percent shall be present when the road surface is replaced. Millings shall be hauled to City of Sebring Public Works Department facility located off of the Sebring Parkway and dumped in a location specified by the public works director.

**New Asphalt** – The new surface shall be 1.5 inches minimum (meaning not less than 1.5 inches) of Superpave Asphaltic Concrete, Type SP-9.5 with the crown reestablished. All materials, installation and workmanship shall be in compliance with the Highlands County Land Development Regulations, the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (current edition) and the Florida Department of Transportation Design, Construction, Maintenance and Utility Operations on the State Highway System (current edition).

The new pavement shall have a 2 percent crown (¼ inch per foot). Allowable tolerance is plus or minus 0.05 feet.

Replacement driveways are to be constructed such that they match the new edge of pavement grade and the edge of sidewalk grade.

The road surface is generally not required to be striped, except as shown on the plans.

**CURB REMOVAL AND REPLACEMENT** – The curbing along all milled sections of pavement, plus around

the alleys, intersections and drainage improvements as shown on the plans. The existing curb is to be removed and hauled to a landfill, a concrete recycler or otherwise legally disposed of by the contractor. The curb is to be replaced in the same location. While it is intended that the new curb be approximately the same elevation as the old curb, a small adjustment is allowed so that when finished the new 1.5-inch minimum asphalt surface will be even with the lip of the curb, not higher and not lower for proper drainage of the road surface. The curb grade shall still be adjusted as above for proper fit of the new asphalt.

Concrete: All materials shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, and constructed in accordance with the State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, current edition.

**SIDEWALK REMOVAL AND REPLACEMENT** – The sidewalk is being removed and replaced, plus some new sidewalk is being constructed within the project area as shown on the plans. The existing sidewalk is to be removed and hauled to a landfill, a concrete recycler or otherwise legally disposed of by the contractor. The sidewalk is to be replaced in the same location. While it is intended that the new curb be approximately the same elevation as the old curb, small adjustments are allowed as to match the new construction and to provide compliance with the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design, or more current version if one is available. It is required that all sidewalks, new and replacement, be installed in compliance with ADA requirements. The sidewalks that cross driveways are required to meet the standards. The driveways are being replaced to match the new curb and sidewalk. All Detectible Warning Strips shall be in compliance with ADA requirements.

All disturbed areas shall be sodded with Bahia sod.

Concrete: All materials shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, and constructed in accordance with the State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, current edition.

#### **LIFT STATION SPECIFICATIONS:**

##### **1.0** Lift Station (wet well) Construction Materials, Coatings and Liners

**1.01** The wet well shall be reinforced concrete meeting ASTM C478-02a (or latest revision\_ Standard Specification for Precast Reinforced Concrete Manhole Sections. Cement used in concrete composition shall be Type II sulfate resistant cement used for sanitary construction. Concrete shall attain a minimum compressive strength of 4000 psi at 28 days. Wall joints shall be tongue and grooved and so spaced that no piping shall pass through the wet well at a joint. Joints shall be suitable for the installation of a joint sealant, shall have no voids or other imperfection, and shall be entirely watertight upon completion of construction.

**1.02** Openings in the walls whether precast with the manhole or core drilled, shall be appropriate for installation of a flexible resilient boot with all stainless steel components, meeting or exceeding ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipe, and Laterals. Installation of the boot and pipe shall be in accordance with the manufacturer's specifications to insure a water tight connection.

**1.03** The concrete base upon which the wet well rests and the concrete top shall constructed of Type II 4000 psi concrete, reinforced to comply with ASTM C- 178-02a (or latest revision). The reinforced

concrete top of the wet well will be constructed with a rectangular opening for access to the well. The pumps and/or accessories shall be secured to the concrete base in accordance with the manufacturer's recommendations. Minimum design for adequacy of base and top slab reinforcement is for AASHTO H-20 truck loading. The concrete base shall extend a minimum of 12" beyond the edge of the body of the wet well.

**1.04** The exterior walls of the lift station and valve vault shall be coated with two coats (8 mils total, minimum) of a water-based concrete coating. Alternate coatings may be approved by the City of Sebring, information shall be submitted and the alternate approved prior to the final bid being submitted.

**1.05** The interior of the valve vault shall receive 12 mils (3 coats) of the concrete coating. The interior walls of the lift station shall be lined with an HDPE liner, 2mm minimum thickness installed at the site of the lift station manufacturer. Any interior joints shall be extrusion welded together to form a continuous liner. Alternate liner may be approved by the City of Sebring, information shall be submitted and the alternate approved prior to the final bid being submitted.

**1.06** The floor of the lift station shall have an HDPE floor liner installed. The floor liner and any other interior joints shall be extrusion welded together to form a continuous liner. Alternate liner may be approved by the City of Sebring, information shall be submitted and the alternate approved prior to the final bid being submitted.

**1.07** The base slab and first riser unit of the manhole shall be cast monolithic. The base slab shall be twelve inches thick or greater. The wet well shall be installed plumb and level with the base slab installed on a 12" thick (minimum) compacted rock/stone bed.

**1.08** The top slab shall have of the lift station shall have an HDPE floor liner installed. The floor liner and any other interior joints shall be extrusion welded together to form a continuous liner. Alternate liner may be approved by the City of Sebring, information shall be submitted and the alternate approved prior to the final bid being submitted.

**2.0** Piping Inside Pump Station and Valve Vault:

**2.01** Piping inside the station wet well and valve vault shall be ductile iron with flanged joints. Flanges shall be either welded or threaded to the connecting pipes. All fasteners inside the wet well and valve vault shall be stainless steel.

Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 150-psi rated working pressure plus a 100-psi surge allowance; a 2 to 1 factor of safety on the sum of working pressure plus surge pressure;

Ductile iron pipe for wastewater shall have an interior fusion bonded epoxy lining in accordance with ANSI/AWWA C116/A 21.16, latest revision.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

Fittings shall be ductile iron shall have an interior fusion bonded epoxy lining in accordance with ANSI/AWWA C116/A 21.16, latest revision. Fittings shall conform to the latest revision of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings and accessories shall be furnished with Mechanical Type Joints in accordance with ANSI/AWWA C11/A21.11, of latest revision.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of ANSI/AWWA C600.

### **3.0** Valves

**3.01** Eccentric Type Plug Valves: Plug valves shall be nonlubricated eccentric type with resilient faced plugs having mechanical joint or flanged ends.

A. Port areas shall be at least 80% of full pipe area.

B. Valve seats, valve plug stem sleeves and plug stem bushings shall be fabricated of materials, which are corrosion and abrasive resistant. The corrosion resistance shall be such that exposure over a period of five years to domestic wastewater, industrial such that exposure over a period of five years to domestic wastewater, industrial wastewater, domestic sludge's or industrial sludge's containing sulfuric acid, hydrochloric acid, acetic acid, mineral oils, vegetable oils, polymers, esters or acetones shall not result in sufficient corrosion to interfere with the serviceability of the plug valve.

C. Seals shall be capable of being replaced while the line and valve remain in service, if under submerged conditions, thereby eliminating the need to take process units out of service.

D. All exposed nuts, bolts, springs, and washers shall be plated with corrosion resistant material. Means of actuation shall be by lever, gear actuator, tee wrench, extension stem, or floor stand, as indicated.

**3.02** Gate Valves: Buried gate valves 4-inch and larger shall be full iron body, epoxy fusion bonded inside and out, non-rising stem gate valves. Valves shall meet the requirements of ANSI/AWWA C500 and shall have mechanical joint ends. Mechanical joints and joint accessories shall meet the requirements of ANSI/AWWA A21.11/C111. Valve opening direction shall be consistent with operation of existing valves in the utility in which the valves are installed, unless otherwise directed by the Engineer.

A. Three-inch buried gate valves shall be iron body, non-rising stem gate valves. Valves shall meet the requirements of ANSI/AWWA C500, except ends shall be screwed. Screwed ends shall meet the requirements of ANSI B16.3. Valve opening direction shall be consistent with operation of existing valves in the utility in which the valves are installed, unless otherwise directed by the Engineer.

B. Gate valves 4-inch and larger installed above ground or in structures shall be iron body, outside screw, and yoke gate valves. Valves shall meet the requirements of ANSI/AWWA C500, except those parts of ANSI/AWWA C500 only applicable to non-rising stem gate valves and wrench nuts. Outside screw and yoke gate valves shall have flange joint ends and malleable iron handwheels. Flange joints and accessories shall meet the requirements of ANSI/AWWA C110. Nuts and bolts shall be cadmium plated. Gaskets shall be full face.

C. Gate valves smaller than 4-inch installed above ground or in structures shall be bronze, 125 lb. S.W.P. double disc, screwed-in bonnet, rising stem, inside screw gate valves with screwed ends and malleable iron handwheels. Valves shall meet the requirements of Federal Specification WW-V-54d for Class A, Type III valves.

**3.03** Check valves shall be Swing Check Valves with outside weighted arm, iron body, bronze mounted.

### **4.00** Rails, Fasteners, Lift Chains



**4.01** Pump rails shall be 304 stainless steel, at nominal diameter, recommended by manufacturer. Minimum diameter shall be 1 1/2 inches.

**4.02** All fasteners and hardware inside the wet well and valve shall be stainless steel.

**4.03** Lift chains shall be stainless steel. Check valves shall be Swing Check Valves with outside weighted arm.

#### **5.00** Access Frame and Cover

**5.01** A door access frame assembly shall be furnished for the wet well and valve box. The access frame cover shall be capable of bearing a 300 pounds per square foot (psf) live load. Access frame and covers shall be fabricated of aluminum. Frame shall support stainless steel guide rails and stainless steel cable holder. All hinged cover to be spring load provided with lifting handle and safety latch to hold cover in the open position. Locking hasps shall be furnished for each cover. Frame and access cover shall be manufactured by Halliday Products; or equal. The entrance latch shall be constructed and fabricated to comply with the OSHA standards. All surfaces in contact with concrete shall have a shop coat of zinc chromatic primer, approved alkali resistant paint or other approved protective coating. Cover must be compatible with pumps and guide rail system. All hardware, including anchors, bolts, hasps, hinges, guides and cable holders shall be stainless steel.

#### **6.0** Pumps

Pumps shall be approved by the City of Sebring.

#### **7.0** Lift Station Control Panel

**7.01** All control wiring from the wet well shall first be routed through a terminal junction NEMA 4X stainless steel enclosure to prevent the possible entry of gases from the wet well to the control panel. The conduit from the junction box to the control panel shall be duct sealed.

**7.02** Mercury Switch Level Controls: Mercury switch level controls shall be encased in floats and supported by means of heavily neoprene packeted three conductor cables. The floats shall be constructed of material suitable for use in wastewater and shall be resistant to fatty acids, hydrogen sulfide, chlorine, and other compounds common in wastewater. Switches shall be mounted on a standard stainless steel rack accessible from the hatch cover and in a place that does not interfere with the removal of the pumps.

#### **8.0** Telemetry

**8.01** A TAC PACK Telemetry Control Unit designed and supplied by Data Flow Systems, Inc. (approved sole source) shall be installed in its own separate NEMA 4 stainless steel enclosure. The antenna, tower, wiring, etc., shall all be included as a complete package.

#### **9.0** Generator

**9.01** The generator, if required, shall be sized as noted on the plans.

#### **10.0** Fencing

**10.01** A six foot tall chain link fence around the perimeter of the site as noted on the plans and gate(s) as noted on the plans.

**10.02** The chain link fence, line post, corner post, all associated materials shall meet the specifications and installation procedures of the Chain Link Fence Manufacturers Institute Product Manual, latest

edition.

**10.03** The fence shall be 9 gauge, 2 inch galvanized mesh suitable for residential/commercial/industrial duty.

**11.0** Shop Drawings

**11.01** Shop drawings showing details of Construction shall be submitted to the Project Engineer for approval prior to any construction.

**12.0** Record Drawings and Operation and Maintenance Manual

**12.01** Upon completion of the project and prior to final payment the Contractor shall supply record drawings of the lift station and provide an operation and maintenance manual detailing all equipment used and describing proper operation procedures and required maintenance procedures. Four copies are to be supplied.

**13.00** Start up

**13.01** During construction, the services of a manufacturer's representative shall be provided, without cost to the Owner, to inspect the various items of equipment during construction as well as prior to placing into operation. In addition to these inspections, the services of the manufacturer's representative will be required to provide consultation during initial station start-up and for a period thereafter to instruct the Owner's utility personnel in the operation of the sewage pumping equipment.

**13.02** After erection, the Contractor shall demonstrate that all equipment is operating in a satisfactory manner. All equipment shall be lubricated according to recommendations of the manufacturers and all adjustments shall be made to suit anticipated operations. Each piece of equipment shall be tested to show that it operates quietly, without vibration, overheating, or signs of distress, at full capacity. Adjustments shall be made as necessary. All defective parts of machinery shall be replaced.

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS, PORTIONS OF WHICH APPLY TO  
THE PROJECT HEREIN BY REFERENCE

HIGHLANDS COUNTY CODE OF  
ORDINANCES  
LAND DEVELOPMENT REGULATIONS  
(9-19-2017)  
(OR LATEST REVISION)  
AND  
HIGHLANDS COUNTY TECHNICAL  
STANDARDS MANUAL  
(LATEST REVISION)

## TRANSPORTATION SYSTEM DESIGN AND CONSTRUCTION STANDARDS

### SECTION TWO:

## TRANSPORTATION SYSTEM DESIGN AND CONSTRUCTION STANDARDS

### DIVISION 1:

#### GENERAL REQUIREMENTS

**Sec. 02.100. Intent:** Although these specifications may comprise the complete specifications for some projects, it is not the intent that the designing engineer copy verbatim these specifications. However, every item covered in the *Highlands County Technical Standards Manual*, current edition, must be included in some form in the specifications for a project unless it can be clearly determined that a requirement is not applicable. These specifications are intended to set minimum standards for construction of improvements in subdivisions, manufactured home subdivisions, manufactured home parks, seasonal parks, planned unit developments, cluster/PUD building sites, commercial building sites, parking lots, and County rights-of-way. Complete specifications are required with every final site plan and improvement plan submitted for approval. Complete specifications are not required for single family, manufactured home, and duplex dwellings.

**Sec. 02.101. Contractor's Responsibility for Damage:** Contractor's attention is directed to the fact that facilities are adequate to support only their design loads in their completed construction stage. Facilities which are damaged by the Contractor's equipment, or his procedures during construction, shall be replaced or repaired by the Contractor, at his own expense, in a manner approved by the County Engineer.

**Sec. 02.102. FDOT Specifications and Standards Referenced:** Special attention is called to the fact that certain portions of these standards may be described by reference to the *Standard Specifications*. The term *Standard Specifications* refers to the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition. Reference may also be made to *Roadway and Traffic Design Standards* which refers to the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition. In any case, where a specific detail regarding materials or method of construction has been omitted in these specifications, such work shall be performed in accordance with the requirements of the *Standard Specifications* and/or *Roadway and Traffic Design Standards*.

**Sec. 02.103. Construction within a County Right-of-Way:** Whenever it becomes necessary to perform construction within a County right-of-way, in use by the General Public, the Project Engineer shall advise the County Engineer, in writing, of the methods he proposes to use to protect the public and the times (date) for starting and stopping the operation in compliance with the *Standard Specifications*. Construction within a County right-of-way shall be limited to that approved by the County Engineer and for which a Final Development Order and Construction Permit has been issued. A Building Permit may also be required from the Building Department.

**Sec. 02.104. County Right-of-Way Defined:** County right-of-way is defined here as any right-of-way under the County's jurisdiction whether or not it is maintained by Highlands County. This includes but is not limited to right-of-ways designated on a recorded plat and to those transferred to Highlands County and/or the Highlands County BCC by recorded deeds. It also includes easements dedicated to the public or County in any manner for road and related drainage system construction and maintenance. The term right-of-way as used in these construction standards is not intended to include lot line easements or other easements on recorded plats where the easements lie on private property and the County's jurisdiction is limited to use as described in the plat or deed's dedication.

**Sec. 02.105. Authority/Duties of County Engineer's Assistants:** The County Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such assistants shall be authorized to call to the attention of the Project Engineer any failure of the work or materials to conform to the Specifications and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the County Engineer. They shall not be authorized to revoke, alter or waive any requirements of the plans or specifications.

Sec. 2.106. Tests:

A. General: The Owner shall pay for all required tests performed by a testing laboratory. On pipe and asphaltic materials, the manufacturer's or supplier's certificate that the materials meet the requirements of the specifications will be accepted subject to verification by the Project Engineer.

B. Materials Testing: The Owner shall retain a Certified Engineering Testing Laboratory to perform all materials testing specified in DIVISION TWO: Technical specifications. The required materials testing is described in said Part B. It shall be the responsibility of the Contractor to ensure that the required testing has been made prior to covering up of the work.

**Sec. 02.107. Responsibilities of Project Engineer and Testing Laboratory:** The Project Engineer shall be responsible for the field inspections to assure compliance with all requirements of the Specifications. The Project Engineer is responsible for review of test results from the independent testing laboratory and acceptance of Manufacturer's Certificates of Compliance. The Owner's testing laboratory is responsible for testing of materials for compliance with the provisions of the Specifications.

**Sec. 02.108. County Testing/Inspection:** The County reserves the right to enter upon the project at any time for purposes of inspecting the work or obtaining material samples for testing by its own laboratory. If necessary, the results of any such inspections or testing will be discussed with the Owner's Engineer. County forces will not intercede between the Contractor and the Project Engineer.

**Sec. 02.109. Legal Requirements:** The Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as Rules and Regulations of the Department of Environmental Protection, particularly that section of Chapter 17-256, F.A.C., pertaining to open burning in land clearing operations.

A. The Contractor shall be responsible for obtaining all permits and obeying all federal, State, and local laws, by-laws, ordinances, resolutions and regulations which pertain to his work.

B. The United States Department of Agricultural and the State of Florida, Department of Agriculture have issued quarantine regulations pertaining to several plant pests. It shall be the

contractor's responsibility to contact the local (or other available) representatives of the United States Department of Agriculture and the Florida Department of Agriculture to ascertain any current restrictions regarding plant pests.

**Sec. 02.110. Overloaded Equipment:** Hauling equipment which is loaded beyond the capacity of any paved street, road or structure as determined by the County Engineer, or any hauling equipment loaded beyond the legal load limit, is not permitted. Lug wheel type equipment is not permitted on paved roads. The Contractor shall restore any roads or streets, private or public, damaged by his equipment, to its original condition.

**Sec. 02.111. Final Inspection:** The Contractor shall maintain all work in first class condition until it has been completed as a whole. The Contractor shall notify the Owner, Project Engineer, and County Engineer in writing at least 5 days prior to the time anticipated for final inspection.

A. When improvements for private facilities are completed, final inspection shall be conducted pursuant to requirements of the approved plans and these regulations. Corrections, if any, shall be completed before final acceptance is recommended by the County Engineer. Recommendation for final acceptance shall be made upon receipt of a signed and sealed certification of project completion, one copy of all test results, and a signed and sealed set of "as built" plans submitted by the project engineer.

B. When subdivision improvements with public facilities have been completed, the Owner or Project Engineer shall advise the County Engineer in writing requesting an inspection for accepting the project for the development maintenance period. The request shall be accompanied by a signed and sealed certification of project completion from the Project Engineer, one copy of all test results, and one signed and sealed copy of "as built" plans. All corrections found necessary as a result of this inspection shall be corrected prior to acceptance. Upon the developer's completion of any required corrections and upon the County Engineer finding the corrections completed, the Owner shall be notified as described in 12.04.116 Completion of Improvements of the *Highlands County Land Development Code*.

## DIVISION 2: TECHNICAL SPECIFICATIONS

**Sec. 02.200. General:** The Specifications and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual parts, paragraphs, or drawing sheets. The Drawings and Specifications establish minimum standards of quality for a project. They do not purport to cover all details entering into its design and construction or of all material and equipment required to complete the work.

### **Sec. 02.201. Maintenance of Traffic:**

A. Control Devices: The Contractor shall be required to keep the entire work site in full compliance with the *Florida Department of Transportation Roadway and Traffic Design Standards*, current edition and the USDOT, *FHWA Manual on Uniform Traffic Control Devices*, current edition.

B. Detours: Detours shall require approval by the County Engineer. Any detours approved as a part of the traffic circulation plan, shall be required to be properly posted and a minimum of 48-hours advance notice shall be given to the County Engineer's Office, law enforcement agencies, Fire Department, School Board and Emergency Services. Advance notice shall also be placed at the last intersection before the detour.

C. Driveways Kept Open: No business will have vehicular access totally blocked at any time. Driveway access to property will not be blocked for more than 8 hours on any day Property owners will be notified in written form by the Contractor 24 hours prior to the blocking of any driveway, business,

or property access. Blocking of driveways will require advance approval by the County Engineer.

D. Maintenance of Traffic Violations: The County will report any known violation of the required maintenance of traffic to the Owner, Project Engineer, or Contractor. The Contractor will have 4 hours of regularly scheduled work time to bring the site into full compliance. If this is not done, the County will have the option to take any corrective measures it feels necessary and to bill the Owner for the cost of these measures.

E. Traffic Control Plan Approval: Prior to the commencement of work at the job site, the Project Engineer shall receive approval of his traffic control plan from the County Engineer. Access for local traffic shall be maintained throughout the construction period of the project.

**Sec. 02.202. Driveway Ingress and Egress Maintenance:** This specification shall only apply where residences, businesses, and other types of property front on the road to be constructed or reconstructed, and driveway connections are to be disturbed.

A. Contractor will be required to place commercial base material in driveways and/or access points affected by the project, where considered necessary by the Project Engineer to provide safe, stable and reasonable access to residences, businesses, and property.

B. The materials to be used for driveway maintenance shall be limerock, stone or oyster shell. The grade and quality of the material shall be that offered for commercial supply in the area. Commercial materials used in locations which have inadequate drainage or are prone to be wet, shall be of a stable character, unaffected by wet conditions.

C. The material shall be placed in the driveway as directed by the Project Engineer. The material shall be leveled, manipulated, compacted and maintained, to the extent appropriate for the intended use of the particular driveway.

D. As permanent driveway construction is accomplished at a particular location, previously placed commercial materials which are suitable for reuse may be salvaged and reused on other driveways as directed.

**Sec. 02.203. Clearing and Grubbing:**

A. Clearing and Grubbing shall consist of the complete removal and disposal of all timber, brush, vegetation, stumps, roots, boulders, pavement, rubbish and debris and all other materials and obstructions resting on or protruding through the surface of the existing ground and the surface of work areas. Material resulting from clearing and grubbing shall be disposed of by the Contractor in a proper place.

B. As an exception to the above provisions, where so directed by the Project Engineer and approved by the County Engineer, desirable trees within the roadway shall be trimmed, protected and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give a clear height of 16 feet above the roadway.

C. Within the right-of-way and within all swales and ditches, all stumps, roots, etc., protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the finished excavation surface. Within all other areas where Clearing and Grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the bottom of the subgrade.

D. Burning of such materials will only be allowed when a proper burn permit can be obtained and all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at

locations where trees and shrubs adjacent to the cleared area will not be harmed. Burning may be required to cease immediately if complaints are received by the Project Engineer or the County Engineer.

**Sec. 02.204. Earthwork:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and all activities performed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.205. Rigid Ditch Checks:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.206. Riprap (Sand-Cement):** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.207. Inspections, Field Measurements and Laboratory Tests:**

A. General: The Contractor shall notify the Project Engineer in advance of the time and date when any tests can be conducted, so that the Project Engineer may schedule the required testing with the independent testing laboratory. The test samples shall be taken by either an employee of the independent testing laboratory or the Project Engineer or his representative. In no case shall the Contractor take the samples or transport the samples to the laboratory. The Project Engineer shall inspect all construction and is authorized to call to the attention of the Contractor any failure of work or materials to conform with the plans and specifications. The following laboratory tests or field measurements and frequency of such shall be made in accordance with the Project Engineer's direction by the independent testing laboratory, at the Project expense, and in keeping with good engineering practices. The Contractor is required to conduct and/or stop his work so that the appropriate tests, samples and measurements can be made in a safe and proper manner. The Contractor shall receive copies of the test reports from the Project Engineer. The independent testing laboratory shall mail or hand deliver copies of all tests directly to the office of the County Engineer.

B. Sub-Base and Shoulder: Sub-base and shoulder tests shall be made as follows:

1. Proctor: one per mile unless the native soils are significantly different. In that case, one per every major soils type. Sample shall be taken from the roadway after scarifying and mixing.

2. Width: every 200 feet after sub-base and shoulders have been mixed, and compacted and prior to any "boxing out" operation.

3. Depth:

a. Sub-base: every 200 feet within the area to be covered by the base material after final grading and compaction; just prior to the placement of the base material. Tests will be conducted in a zig-zag pattern covering the entire area described above.



b. Shoulder: every 400 feet, each side, within the shoulder areas prior to any "boxing out" operation, but after mixing and compaction.

1. Florida Bearing Value (FBV): at 200 foot intervals take three samples. Samples shall be taken from one foot in from each outside edge of the shoulder and one from within the traffic lane (areas). Combine the top 1/2 of three consecutive samples into one composite sample and combine the bottom 1/2 of the same three samples into another single composite sample Minimum acceptable FBV is 60 psi. (No tolerance acceptable.)

2. Density:

a. Sub-Base: every 200 feet, in a zig-zag pattern, and just prior to the placement of the base. Every other test will be made at the proposed edge of the pavement. Minimum acceptable value: 95% density as per AASHTO T-180.

b. Shoulder: every 400 feet, one to two feet in from the outside edge of the shoulder, on each side of the road. Density samples shall be taken just prior to the "boxing out" operation for the base. Minimum acceptable value: 95% density as per AASHTO T-180.

3. Failures: Any failure revealed by the required field measurements and laboratory tests requiring additional material shall require the Contractor to scarify the existing material, place the additional material and then re- shape and re-compact the sub-base for a minimum distance of 50 feet each side of the failure. Deficient density will require additional compaction a minimum of 50 feet each side of the failure.

4. Placement of the Base: The base shall be placed on the sub-base only after copies of the results of the required field measurements and laboratory tests for the sub-base have been received and approved by the Project Engineer.

C. Base (Limerock or Shellrock): Tests for the base shall be made as follows:

1. Material: For material whose source is an FDOT approved and certified mining pit, submittal of copies of the pit certification shall be required; for material from any other source, submittal of test results from an approved testing laboratory in accordance with a Base Material Testing Plan, approved in advance by the County Engineer, shall be required.

2. Proctor: one per mile unless the base material changes in quality; sample must be taken from an on-site stockpile.

3. Width, Depth, Crown: every 200 feet as shown on plans. See typical sections in Section Six: Illustrations for minimum requirements.

4. Density: every 200 feet in a zig-zag pattern within the areas to be covered by pavement. Minimum acceptable value: 95% density as per AASHTO T-180.

5. Base Failures: Any failures of the base revealed by the required field measurement and laboratory tests requiring additional base material shall require the Contractor to scarify the existing base material, place the additional material and then re-shape and re-compact the base for a minimum distance of 50 feet each side of the failure. Deficient density of the base will require additional compaction a minimum of 50 feet each side of failure.

6. Base Priming: Once the base is approved by the testing laboratory, the Contractor shall as soon as possible prime and sand-seal the base. Approval must be obtained from the Project Engineer. This

approval can be granted only after the Project Engineer receives the results of the field measurements and laboratory tests directly from the independent testing laboratory.

D. **Shoulder:** The finished shoulder area is intended to be compacted to a smooth, firm condition that can accommodate vehicles without ruts being created. If in the opinion of the Project Engineer, excess unsuitable material has been incorporated into the top 6 inches of the shoulder, he may require that stabilizing material be added and mixed to produce a FBV of 60 psi, and be compacted to a minimum density of 95% as per AASHTO T-180.

E. **Trenches for Underground Pipes or Structures:** The following tests shall be made:

1. **Proctor:** one per mile of trench unless the material changes; if material changes one per each different soil or material allowed for backfill.

2. **Density:** every 200 feet outside areas of vehicular traffic and every 10 feet where the trench crosses an area of vehicular travel, including driveways. Frequency of testing will be the same for each lift. Each compacted one foot depth of backfill is a lift. Testing of density will start when backfill is 12 inches over the top of the pipe. Tests will be done within the width of the trench as indicated by the Project Engineer.

3. **Density Requirements:** The density requirements are that:

a. In areas of proposed or existing pavement or vehicular traffic all backfill, sub- base, and base material shall be compacted to 98% of maximum density as per AASHTO T-180; and

b. In other areas not under proposed or existing paving or in areas not subject to vehicular traffic, the backfill shall be compacted to 90% density as per AASHTO T-180.

**Sec. 02.208. Tolerances:** The required thicknesses and widths shall be the absolute minimum allowable. No allowance will be made for failure in a width or depth dimension. Florida Bearing Value and density requirements shown on the plans and specifications are the absolute minimum allowable and no values less than those specified will be accepted. Grades on roadway centerline and ditch inverts shall be plus or minus 0.05 of a foot from plan dimensions.

**Sec. 02.209. Stabilized Subbase and Shoulders:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.210. Limerock or Shellrock Base:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.211. Asphalt:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, type S asphalt concrete shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, 2000 edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.212. Pavement Marking:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.213. Signs:** All materials and installation methods shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, *USDOT, FHWA Manual on Uniform Traffic Control Devices*, current edition, and *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.214. Culverts/Storm Sewers:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.215. Grassing:** All materials and installation procedures shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition. The areas on which the sod is to be placed shall contain sufficient moisture for optimum results after being placed. The sod shall be watered and kept in a moist condition for no less than two weeks (minimum) or until the entire project is accepted by the Project Engineer. The moistened condition shall extend at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

**Sec. 02.216. Staked Silt Fences:** All materials and installation procedures shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.217. Temporary Prevention, Control, and Abatement of Erosion and Water Pollution:** All materials and installations shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.218. Fencing:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.219. Guardrail:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.220. Concrete:** All materials shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, current edition, and constructed in accordance with the *State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, current edition.

**Sec. 02.221. Field Engineering, Surveying and Right-of-Way Staking:**

A. Field engineering and surveying services shall include survey work to establish right-of-way lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute Contractor's construction methods. Engineers and Surveyors shall be licensed professionals in the State of Florida.

B. Existing basic horizontal and vertical control points for the project are those designated on the Drawings. Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to proximity of the construction work, Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the State of Florida.

C. Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept in notebooks and copies furnished to Project Engineer and the County Engineer. As a minimum the following items will be staked:

1. Right-of-way, staked at each station or wherever the right-of-way changes width or direction, at any offset desired;
2. Cut or fill to centerline grade and swale grade at each station or wherever changes occur at points of vertical intersection; and
3. Set proposed centerline elevation of all intersecting roads one time and note those elevations in fieldbook; compare those elevations and bring any discrepancies to the attention of the Project Engineer.

All the above mentioned survey work will be done by a Surveyor licensed to practice in the State of Florida.

**Sec. 02.222. Obstructions in Right-of-Way:**

A. Headwalls, fences, mail boxes, statues, walkways, and other obstructions placed in the right-of-way will be removed from the work area, as required to keep the work progressing, by the Contractor. In the event that the owner cannot be identified or is unable or unwilling to remove said obstructions themselves, the obstruction will be posted with a Notice, in writing, by the Contractor 24 hours prior to any removal that said object will be removed. The Contractor will not be responsible for any damage to said objects that occurs while being moved by the Contractor, after proper notification and the approval of the Project Engineer. Any objects that are removed from within the right-of-way, except mailboxes, will be hauled away and disposed of by the Contractor in a proper landfill.

B. Mailboxes moved during construction, will be replaced at a location 3 feet from the edge of

pavement by the Contractor, providing the support pole is wood and less than 4 inches in diameter or is a breakaway type pole. If the original support pole is damaged or unsatisfactory, the Contractor will not be required to replace or relocate the mailbox.

**Sec. 02.223. Shop Drawing Submittals:** The following information and/or drawings shall be submitted to the Project Engineer prior to beginning work:

- A. Information on the pipe and culverts, indicating the type, class, size, and other relevant information;
- B. Asphalt mix design;
- C. Documentation on all other materials used including, but not limited to, filter fabric, guardrails, concrete, steel posts, curing compound, and joint material;
- D. Sample of tag for written notification of owners; and
- E. Traffic plan (a drawing to scale of each phase showing all barricades, signs and flagmen is required).

HIGHLANDS COUNTY TECHNICAL STANDARDS MANUAL

**SECTION THREE:**

**DRAINAGE SYSTEM DESIGN AND CONSTRUCTION STANDARDS**

**SECTION THREE: Drainage System Design and Construction Standards**

**Division 1. Technical Specifications**

**Sec. 03.100. General.**

**Sec. 03.101. Stormwater Management Systems.**

**Sec. 03.102. All Systems.**

**Sec. 03.103. Drainage Design.**

## **DRAINAGE SYSTEM DESIGN AND CONSTRUCTION STANDARDS**

### **SECTION THREE:**

## **DRAINAGE SYSTEM DESIGN AND CONSTRUCTION STANDARDS**

### **DIVISION 1.**

#### **TECHNICAL SPECIFICATIONS**

**Sec. 03.100. General:** The standards, regulations and procedures set forth herein represent the present stormwater management practices of the County. The contents of these regulations shall not be construed as a guarantee against all stormwater damage, but as a means to minimize the extent of apparent stormwater hazards to the public. These are minimum standards only and do not relieve the owner/developer or his engineer of record from their designated responsibility to meet the intent of these regulations, and to protect the rights of surrounding property owners and the public interest, in accordance with good engineering practices.

Sec. 03.101. Stormwater Management Systems: 12.12.400 of the Highlands County Code of Ordinances, Land Development Code requires a Stormwater Management Plan for Commercial Structures and Subdivisions and detailed instructions for preparing and submitting a Stormwater Management Plan.

**Sec. 03.102. All Systems:** Whenever stormwater runoff is designed to enter any body of water, including roadside swales, special engineering features designed to remove oils, suspended solids, and other objectionable materials shall be required. To the extent possible, designs shall include methods to retain stormwater in natural recharge areas.

**Sec. 03.103. Drainage Design:**

A. General: In addition to meeting the requirements of these regulations, the design and performance of all stormwater management systems shall comply with applicable State regulations (Chapter 62-25, F.A.C.), requirements of SWFWMD (Chapters 40D-4 and 40D-40, F.A.C.), and/or SFWMD (Chapters 40E-4 and 40E-40). All development shall provide detention/retention systems in compliance with these State, District, and County requirements.

B. Controlling Rules: It is the intention of these regulations that there be no conflict between County requirements for stormwater design, retention, and management and those of the Florida Department of Environmental Protection and the Southwest Florida Water Management District or South Florida Water Management District, but should a discrepancy arise, the most stringent rule shall control.

C. Drainage Easements: All drainage swales, ditches, channels, closed storm drainage conduits, and detention/retention ponds which are designed to serve platted subdivisions and other dedicated public road rights-of-way shall lie within dedicated public drainage easements on or across private property. Such easements shall be provided and dedicated to the public as a condition to recording plats. Unless there is no alternative, the County

will not accept fee simple title to drainage facilities outside of road rights-of-way, nor will it maintain such facilities except on an as-needed basis to assure proper function and operation of a road right-of-way drainage system after the road itself has been accepted for maintenance. The minimum easement widths shall be as follows:



	Top of Bank Width	Maintenance Width	Minimum Easement Width
Channels & Ditches	25 feet or greater	25 feet each side	Varies--50 feet plus top of bank width
Ditches	Less than 25 feet	25 feet one side only	Varies--25 feet plus top of bank
Swales (except in Right-of-Way)			15 feet
Pipes & Culverts			20 feet minimum
Detention/Retention		15 feet each side	Varies--30 feet, plus top of bank width, when connected to Right-of-Way or Easement.

1. Channels: Conveyance facilities having a minimum depth of 6 feet and a minimum bottom width of 10 feet. Side slopes shall not exceed a ratio of 3 feet horizontal to 1 foot vertical.
2. Ditches: Conveyance facilities having a minimum depth of 1- 1/2 feet, a maximum depth of 6 feet, and a maximum bottom width of 10 feet. Side slopes shall not exceed a ratio of 3 feet horizontal to 1 foot vertical.
3. Swales: Vee-shaped conveyance facilities having a maximum depth of 1- 1/2 feet and side slopes not to exceed 4 feet horizontal to 1 foot vertical.
4. Pipes and Culverts: Easement widths involving drainage pipe or culvert conveyance facilities shall have a width of 20 feet or 8 pipe diameters, whichever is greater. Centerline offset of pipe shall be a minimum of 5 feet, or 2 pipe diameters from either side of easement line.
5. Minimum Right-of-way or Easement Widths: Unless deemed unnecessary by the County Engineer the following shall be required:
  - a. A minimum right-of-way or easement of 30 feet width shall be provided for access to any runoff detention/retention pond; and
  - b. A continuous 15 foot wide border serving as an access maintenance area around the perimeter of the pond shall be included; or
  - c. If an access is provided from a dedicated road or street abutting the detention/retention pond, then a 15 foot wide border serving as a dedicated access for maintenance shall be required around the remaining perimeter of the pond.
- D. Frequency: The system shall be designed for a storm event having a frequency and duration as required by the appropriate water management district.
- E. Water Quality: All development shall provide for the minimum water quality treatment volumes as prescribed by the appropriate water management district. Where the water management district is requiring, due to the total project area, impervious surface, etc., treatment for water quality and not water quantity, the same will be allowed by the County.
- F. Runoff: Runoff and routing analysis shall be based on current hydrological procedures. Computations shall include a tabulation of inflow, discharge, storage capacity, minimum and maximum



water depth, and retention/detention time. Runoff is to be calculated using intensity minus abstraction. Basic hydrological calculations shall be based on commonly accepted procedures such as those of:

1. Natural Resource Conservation Service (N.R.C.S.):
  - a. *Urban Hydrology for Small Watersheds*, U.S. Department of Agriculture, S.C.S. Technical Release No. 55.
  - b. *National Engineering Handbook, Section 4, Hydrology*, U.S. Department of Agriculture, S.C.S.
2. Rational Method:
  - a. *Drainage Manual*, Florida Department of Transportation.
  - b. Standard Engineering Texts.
3. Other Methods: Other methods as accepted by good engineering practices and the water management district having jurisdiction.
4. Runoff Coefficients: Ultimate land usage shall be assumed for selection of proper runoff coefficients or curve numbers within the basins involved weighted runoff coefficients or curve number shall be applied where different coefficients or curve numbers apply within the areas comprising the basin.

G. Conveyance Facilities:

1. General: General stormwater conveyance facilities include swales, ditches, channels, culverts, storm sewer, inlets and weirs. The collection of stormwater runoff shall be by positive gravity means without the use of siphons, pumps or similar devices.
2. Onsite Percolation: Certain soil types having excessively drained to moderately well drained characteristics comprise the prime aquifer recharge area of Highlands County. Development of land located on such soil shall include the design of stormwater systems which provide for onsite percolation of all rain water back into the ground to the same extent as when the land was in its undisturbed state.
3. Roadside Swales:
  - a. Roadside swales within street rights-of-ways shall have side slopes no steeper than 4 feet horizontal to 1 foot vertical; depths shall not exceed 24 inches below the edge of the shoulder unless otherwise approved by the County Engineer.
  - b. Runoff may be accumulated and carried in the swales in the right-of-way up to, but in no case above, the point where flooding of the shoulders or roadside property would occur. Water in excess of that quantity shall be diverted from the roadside swales and carried away by storm sewers, ditches or other approved means. Roadside swales shall be sloped to drain dry, be seeded and mulched, sodded, or paved and comply with minimum and maximum design velocities as follows:

Allowable Velocity	Type of Cover
0--2 ft./sec.	Seeding & Mulching
> 2--6 ft./sec.	Sodding
> 6--10 ft./sec.	Asphalt or Concrete Ditch Bottom or Culverts
> 10 ft./sec.	Concrete Ditch Bottom or Culverts

c. Velocity Calculations: Manning's Equation and/or other acceptable engineering standards and formulae shall be used to calculate swale, ditch, channel, and other waterway velocities, and these calculations shall be included with the drainage plan indicating the type of erosion control that will be required.

4. Ditches and Channels: Ditches and channels shall comply with minimum and maximum design velocities and erosion protection requirements of this paragraph. Soil conditions shall be considered in setting side slopes. Paved ditches or stabilized banks shall be provided to protect against scour where allowable velocities are exceeded. Concrete retaining walls may be used as an alternate to provide adequate capacity through constricted areas subject to approval of the County Engineer.

5. Use of Open Channels: Open channels and ditches in excess of 3 feet in depth within 100 feet of residential subdivisions or school sites or running through residential blocks may be permitted by the County Engineer when site conditions warrant and where designed to protect the public health and safety. Unless otherwise permitted, drainage plans shall provide that stormwater be collected in properly designed systems of underground pipes, inlets, and other appurtenances and be conveyed to an ultimate outfall beginning 100 feet beyond the outer edge of the division of land or school site, or at the nearest natural outfall. If permitted, open drainways shall retain natural design characteristics and be so designed and protected that they do not present a hazard to life and safety.

6. Scour and Erosion: Protection against scour and erosion shall be provided by sod or bagged concrete riprap for erosion protection of ditches and waterways. Concrete shall be used for the larger structures. Additional techniques that may be used are listed below:

- a. Paved gutters, ditches, channels, or channel side slopes using concrete or riprap;
- b. Sod cover in gutters and ditches;
- c. Wide channels with shallow bottom slopes using check dams; and
- d. Culverts with a break in grade to hold outlet velocity within the allowable limits; (when this method is employed, the position of the hydraulic jump must be determined to insure uniform flow occurring within the culvert).

7. Erosion Control: The development shall not allow erosion to affect or damage any adjacent areas. The Project Engineer shall show on the plans the proposed method of erosion control to be used within the development during construction. The Project Engineer must design sediment basins, strawbale days, velocity checks, hydroseeding applications, etc., to confine all erosion within the limits of the developed site.

H. Storm Sewer Systems: The capacity of inlets should equal or exceed the tributary runoff of their individual drainage areas. The size, type, and location of storm sewer inlets, gratings or other openings into an enclosed storm drainage system shall be in accordance with the Florida Department of Transportation *Drainage Manual*, latest edition, unless otherwise noted below and/or approved by the County Engineer. All systems shall comply with the requirements of the appropriate water management district.

1. Drainage Structures:

a. Roadside Swales and Ditches: Grate inlets shall be placed in accordance with good engineering practices so that the accumulation of runoff above the point where flooding of the shoulder or roadway property will not occur. They shall be designed for ease of maintenance.

b. Roadway Inlets: Roadway inlets in curb and gutter construction shall be designed and constructed to:

1. Avoid abrupt changes in hydraulic slope and velocity;
2. Limit the quantity of storm sewer water flowing in road to a depth of 1 inch below the crown of local roads and 2 inches below the crown of collector and arterial roads, but in no case shall it flood more than 1/2 the width of the outside lane on any road regardless of its functional classification;
3. Prevent design flows across street intersections without valley gutters;
4. Have single wing when gutter flow velocities exceed 5 cfs;
5. Have double wings when gutter flow velocities exceed 8 cfs;
6. Have formed inverts to 1/2 the pipe diameter;
7. Have pipes cut flush with inside wall;
8. Have no standing water when not functioning; and
9. Afford ease of maintenance.

c. Pipe Standards:

1. Stormwater Conveyance: The piping and appurtenances used in the storm water collection system shall be designed in accordance with the FDOT *Drainage Manual*, latest edition, unless otherwise approved by the County Engineer.
2. Minimum Cover Height: All pipes and culverts, including side drain pipes and driveway culverts, shall have a minimum cover height as established in the *Roadway and Traffic Design Standards*.
3. Pipe End Treatments: Concrete headwalls, either mitered end or straight, are required on certain roads listed in this subparagraph, unless otherwise noted herein. Headwall construction to be in accordance with FDOT *Road and Traffic Design Standards*, latest edition. All pipe end treatments must be selected to satisfy hydraulic suitabilities with proper consideration given to safety, economics, and ease of maintenance. Endwalls are required as follows:

a.	Residential Driveways on Local Roads as required by County Engineer	
b.	Residential Driveways on Collector and Arterial Roads	Mitered End
c.	All Commercial Driveways	Mitered End
d.	Side Drains at Road Intersections. (Construction shall be in the right-of-way of the main road across the secondary road.)	Mitered End
e.	Cross Drains	Mitered End or Straight Headwall

4. Acceptable Pipe Material: Pipe and culvert material shall be in accordance with current FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, or as approved by County Engineer.

5. Roadside Ditch or Swale Modifications: When a property owner desires to close a roadside ditch or swale in front of his property, it shall be modified as described in this Section for underdrains or as approved by the County Engineer. The pipe under the driveway shall be solid and connected to the

perforated pipe(s) using the proper bands as described in FDOT *Standard Specifications for Road and Bridge Construction*, latest edition. At least one ditch bottom inlet shall be constructed for each lot or parcel, and inlets shall not be more than 100 feet apart. The proper ditch bottom inlet shall be selected from FDOT *Roadway and Traffic Design Standards*, latest edition. A special residential driveway permit for such modification shall be required. Pipes of dissimilar materials or sizes shall be connected by constructing a concrete band in place having a minimum 1 foot thickness around the pipes and a minimum length of 2- 1/2 feet. See Section Six, of these regulations for typical drawings of *Road Ditch Enclosure* and *Connection of Pipes of Dissimilar Materials*. The County Engineer may approve the use of solid pipe in lieu of perforated pipe where required by the Health Department.

6. Underdrains: Where underdrains are to be used in the design of a storm sewer system, the materials and work shall be in compliance with FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, Section 440. All pipe must be perforated and fitted with a filter fabric sock as described in the various subsections of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition.

7. Minimum Pipe Sizes: Minimum pipe sizes shall be 15 inches except as follows:

A.	Underdrains	6 inches
B.	Box Culverts	3 feet x 3 feet

8. Pipes on Private Road Rights-of-Way: Pipes and stormwater systems on private road rights-of-way and related drainage system shall meet the same requirements as those on public facilities.

9. Pipes on Other Private Property: Pipes and stormwater systems on private property other than road rights-of-way shall be exempt from pipe material and size requirements. The designing engineer shall incorporate standard engineering practices and make his or her own choice of pipe material and pipe size that will be used in the design of parking lots, driveways on private property, and other impervious surface site drainage systems.

10. Minimum Velocity: The minimum physical slope in the storm drain that will generate a minimum velocity of 2.5 feet per second (f.p.s.) to prevent deposition and subsequent loss of capacity.

11. Maximum Length Between Structures: The maximum length of pipe without an access structure shall be:

15 inch to 18 inch pipe	200 feet
24 inch to 36 inch pipe	300 feet
42 inch and over and all box culverts	500 feet

12. Hydraulic Gradient: The standard hydraulic gradient elevation below the throat of inlets or manholes shall be 1.0 feet. The minimum and maximum allowable hydraulic slopes shall be those that produce the aforementioned minimum and maximum velocities. Manholes may be used as drop structures where necessary to lessen slopes in storm sewers.

13. Culvert Capacity: Culvert capacity shall be based on sound engineering practice. Detailed analysis and design shall be based on either inlet or outlet control, whichever is applicable, using appropriate entrance loss, coefficients and culvert nomographs. Culverts shall be designed to discharge a 25 year/24 hour storm utilizing available head at the entrance. Backwater curve data, flood profiles

and other hydraulic information along a watershed reach, may be used to establish design water elevation and set the culvert crown elevation.

14. Driveway Pipe Schedule: Driveways across roadside swales may require the placement of a drainage culvert (sidedrain) under the driveway in order not to impede flow in the swale resulting in an increase of backwater onto upstream property. The size of the culvert shall be noted on the improvement plans.

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS, PORTIONS OF WHICH  
APPLY TO THE PROJECT HEREIN BY REFERENCE

**FLORIDA DEPARTMENT  
OF  
TRANSPORTATION  
STANDARDS  
SPECIFICATIONS  
FOR  
ROAD AND BRIDGE  
CONSTRUCTION  
JULY 2018**

**SECTION 522**  
**CONCRETE SIDEWALK AND DRIVEWAYS**

**522-1 Description.**

Construct concrete sidewalks and driveways. Sidewalk will include sidewalk curb ramps.

**522-2 Materials.**

Meet the requirements specified in 520-2.

**522-3 Forms.**

Provide forms as specified in 520-3.

**522-4 Foundation.**

Compact fill areas, including cut areas under the sidewalk that have been excavated more than 6 inches below the bottom of sidewalk, to a minimum of 95% of AASHTO T99 density. The area to be compacted is defined as that area directly under the sidewalk and 1 foot beyond each side of the sidewalk when right-of-way allows.

**522-5 Joints.**

**522-5.1 Expansion Joints:** Form 1/2 inch expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections with a preformed joint filler meeting the requirements specified in 932-1.1.

**522-5.2 Contraction Joints:**

**522-5.2.1 Types:** The Contractor may use open type or sawed contraction joints.

**522-5.2.2 Open-Type Joints:** Form open type contraction joints by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, remove the bulkhead. After finishing the sidewalk over the joint, edge the slot with a tool having a 1/2 inch radius.

**522-5.2.3 Sawed Joints:** If electing to saw the contraction joints, cut a slot approximately 3/16 inch wide and not less than 1-1/2 inches deep with a concrete saw after the concrete has set, and within the following periods of time:

Joints at not more than 30 feet intervals.....within 12 hours after finishing.  
Remaining joints.....within 96 hours after finishing.

**522-6 Placing Concrete.** Place the concrete as specified in 520-5.

**522-7 Finishing.**

**522-7.1 Screeding:** Strike-off the concrete by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

**522-7.2 Surface Requirements:** Imprint concrete as detailed in the Plans, otherwise provide a broom finish. Ensure that the surface variations are not more than 1/4 inch under a 10 foot straightedge or more than 1/8 inch on a 5 foot transverse section. Finish the edge of the sidewalk with an edging tool having a radius of 1/2 inch.

**522-8 Curing.**

Cure the concrete as specified in 520-8.

**522-9 Method of Measurement.**

The quantity to be paid will be plan quantity, in square yards, completed and accepted. Ramps, reconstructed sidewalks, walk around sidewalks, sidewalk landings, sidewalk curb, and driveways will be included in the area to be paid.

**522-10 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section.

Excavation for new installations will be paid for under the items for the grading work on the project.

Payment will be made under:

Item No. 522- Concrete Sidewalks and Driveways- per square yard.



**SECTION 527  
DETECTABLE WARNINGS**

**527-1 Description.**

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.

**527-2 Materials.**

**527-2.1 Detectable Warnings:** Provide detectable warnings in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705. Use detectable warnings consisting of materials intended for exterior use subject to routine pedestrian traffic and occasional vehicular traffic. Use detectable warnings with size and pattern shown in the Plans comprised of truncated domes aligned in parallel rows in accordance with Standard Plans, Index 522-002. Do not use detectable warnings with a diagonal pattern.

**527-2.1.1 Preformed Materials:** Use detectable warnings consisting of weather-resistant tiles or pavers that are cast into concrete, or tiles or mats that are surface-applied to concrete or asphalt surfaces with adhesives and mechanical fasteners or torch-applied preformed thermoplastic.

**527-2.1.2 Field-Formed Materials:** Use detectable warnings applied as a secondary application to the substrate.

**527-2.2 Material Properties:** Provide detectable warnings that meet the following minimum material property requirements when tested in accordance with the following:

PROPERTY	STANDARD	TEST VALUE
Slip Resistance	FM 3-C1028	Dry Coefficient of Friction – 0.8 min. Wet Coefficient of Friction – 0.65 min. (include recessed areas between truncated domes)
Wear Resistance	FM 5-594	Average Volume Loss: no more than 0.06 cm <sup>3</sup>
Water Absorption*	ASTM D570	Not to exceed 5%.
Adhesion/Bond Strength**	FM 5-589	150 psi min. tensile adhesion strength
Non-Hazardous Classification	Submit Material Safety Data Sheet (SDS)	Non-Hazardous, per RCRA Subtitle C

\* Applies only to plastic materials.

\*\* Applies only to surface-applied materials.

**527-2.3 Color/Contrast:** Use safety yellow, brick red or black colored detectable warnings on concrete walking surfaces. Use safety yellow colored detectable warnings on asphalt walking surfaces. Acceptable detectable warnings shall meet the following criteria for a duration of three years:

COLOR	LIGHT REFLECTANCE VALUES (LRV) CAP Y*
Safety Yellow	25 – 45
Brick Red	5 – 15
Black	0 – 5

\*When measured with a spectrophotometer

**527-2.4 Approved Product List:** Methods or products used to form detectable warnings in wet concrete will not be permitted. Use detectable warnings listed on the Department’s Approved Product List (APL). Manufacturers seeking evaluation of products for inclusion on the APL shall submit an application in accordance with Section 6 and include certified test reports from an independent lab showing the product meets the requirements of this Section and the Standard Plans, Index 522-002 Acceptance Criteria and manufacturer’s drawings, specifications and procedures for materials and installation, including touch-up and repair.

**527-3 Installation Procedures.**

**527-3.1 Surface Preparation and Installation:** Prepare the surface in accordance with the manufacturer’s recommendations. Use only products and materials appropriate for the surface on which they will be applied. Install in accordance with the manufacturer’s instructions, using materials and equipment recommended and approved by the manufacturer. For surface- applied tiles or mats, use adhesives applied over the entire surface and mechanical fasteners.

**527-4 Method of Measurement.** Detectable warnings will be paid by plan quantity, per square foot, furnished, installed and accepted.

**527-5 Basis of Payment.** Price and payment will be full compensation for all work specified in this Section, including all labor, surface preparation, materials and incidentals necessary to complete the work

Payment will be made under:

Item No. 527- 2-	Detectable Warnings– square foot.
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## SECTION 5 – ALL SUBMITTALS SHALL INCLUDE

- 1) Official Bid Form
- 2) Bid bond form and bid bond in the amount of 5% of the bid total
- 3) A list of at least three (3) projects of a similar scope and size in which the contractor has completed within the last five (5) years. The list must include:
  - a) A brief description of the project.
  - b) Total bid price, contract time limit including commencement and completion dates, final construction cost and time spent on the project.
  - c) Owner of the project, including the name and telephone number of a contact person who can speak on behalf of the client for such project.
- 4) Proof of any federal, state or local licenses and permits required for the project.
- 5) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.

## SECTION 6 – AWARD RECOMMENDATION BASIS

The solicitation award recommendation shall be based on the following:

- 1) Total cost of project
- 2) Contractor qualifications and relevant experience

City Council reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Sebring.

## SECTION 7 – INSTRUCTIONS TO BIDDERS/PROPOSERS

### 1) Submission of Bids

Due to the current health concerns with meeting and the required social distancing, all bids will only be accepted by U.S. Mail or courier service. **No hand delivered bids will be accepted.**

### 2) Firm Pricing for City Acceptance

Bid price must be firm for City acceptance.

### 3) Late Bids

Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

### 4) Rights of City

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

### 5) Bid Tabulation:

The bid award shall be recommended to the lowest responsive & responsible bidder that meets the qualifications as required herein. City Council reserves the right to accept or reject any or all bids or any parts thereof that is considered to be in the best interest of the City of Sebring.

5) Anticipated Timeline:

Pre-Bid Meeting: May 21, 2020

Bid Opening: June 15, 2020

Award: July 7, 2020

Project completion: 120 days from the Notice to Proceed

**ITB#20-014 CDBG#: 19DB-ON-07-38-02-N16**  
**NEIGHBORHOOD REVITALIZATION OF THE SOUTH ORANGE STREET,  
VIOLET AVENUE, GRAND AVENUE, AND NASTURTIUM AVENUE AREAS**  
**Submittal Checklist**

Bidder shall provide an **original and four (4) copies** of this checklist and all of the following that apply:

**Checklist**

<b>CHECK MARK IF INCLUDED</b>	<b>CHECKLIST ITEM:</b>
	Official Bid Form
	Bid Bond Form and bid bond
	Project list from last five (5) years
	The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided. An authorized individual must sign the bid documents.
	Proof of all applicable licenses
	The mailing envelope has been addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870
	The mailing envelope must be sealed and marked with: Bid Number Bid Title Closing Date
	The following must be received by the purchasing department within 20 days after award is made by Sebring City Council. * Vendor Application and W9 (if not already a vendor) * Certificate of Insurance listing the City as additional insured * Signed Contract and Performance and Payment Bonds

ALL COURIER DELIVERED BIDS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET. At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.

SUBMITTED BY (NAME OF VENDOR): \_\_\_\_\_

DATE: \_\_\_\_\_

## BID FORM

**ITB#20-014 CDBG#: 19DB-ON-07-38-02-N16  
NEIGHBORHOOD REVITALIZATION OF THE SOUTH ORANGE STREET,  
VIOLET AVENUE, GRAND AVENUE, AND NASTURTIUM AVENUE AREAS**

The undersigned declares that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the following schedule and all work specified must be in the total amount listed below. Bid price shall be good for 120 days.

This bid should be considered a lump sum bid for the work designated. The bids are itemized for intermediate pay request purposes and in the event there are any deletions or additions to the work. Quantities shown are engineer's estimates of the work to be done. Bidders should make their own evaluation and make a note of the Bidder's quantities on the bid sheet. There are blank lines at the end, if the bidder feels additional items should be included, they should be added and included in your bid. The City of Sebring reserves the right to remove an item or items from the work for budgetary or other considerations.

### ITEMIZED BID

Item	Description	QUANTITY	UNITS	UNIT COST	COST
1	MOBILIZATION	1	EA	\$	\$
2	100 PERCENT PAYMENT & PERFORMANCE BOND(S)	1	EA	\$	\$
3	CLEARING/SITE PREP NEW SIDEWALK	1	LS	\$	\$
4	MILLING AND HAUL EXISTING ROAD ASPHALT	6,301	SY	\$	\$
5	REMOVE AND REPLACE CURB TYPE 'F'	4,923	LF	\$	\$
6	REMOVE/REPLACE 4.0" D X 5.0' W SIDEWALK	4,923	LF	\$	\$
7	NEW ROAD SURFACE - 1.5" MIN	6,301	SY	\$	\$
8	REMOVE AND REPLACE CONCRETE DRIVEWAY 6"	995	SY	\$	\$
9	ADA DETECTABLE WARNING STRIPS (24" WIDE)	80	LF	\$	\$
10	WHITE THERMOPLAST ARROW & LETTERING	1	LS	\$	\$

11	6 INCH THERMOPLAST YELLOW STRIPE	420	LF	\$		\$	
12	24 INCH THERMOPLAST WHITE STRIPE	66	LF	\$		\$	
13	12 INCH THERMOPLAST WHITE (CROSSWALK)	385	LF	\$		\$	
14	TYPE 'C' INLET, TOP & GRATE	2	EA	\$		\$	
15	TYPE 'E' INLET, TOP & GRATE	4	EA	\$		\$	
16	24 INCH FRENCH DRAIN	140	LF	\$		\$	
17	24 INCH HDPE (DUAL WALL)	20	LF	\$		\$	
18	12"x18" RCP	50	LF	\$		\$	
19	FRENCH DRAIN RESTORATION	240	SY	\$		\$	
20	SOD	4,750	SY	\$		\$	
21	TESTING	1	LS	\$		\$	
22	SURVEYING	1	LS	\$		\$	
23	MOT	1	LS	\$		\$	
24	AS-BUILT PLANS & CERTIFICATION	1	LS	\$		\$	
25	INSPECTIONS & SUPERVISION	1	LS	\$		\$	
26	EROSION CONTROL	1	LS	\$		\$	
27	REMOVAL OF EXISTING FRENCH DRAINS	3	EA	\$		\$	
28	Grand Avenue Lift Station Improvements (Pumps, Rails, Valves, New Raised Top, Curb)	1	LS	\$		\$	
<b>TOTAL</b>						\$	

**Declaration:**

The undersigned BIDDER hereby certifies to have personally and carefully examined the BID documents issued for the above reference project, and the site where the work is to be performed, the conditions affecting the work, and consistent with the Instructions to BIDDER's.

The BIDDER agrees that the BID shall be valid and not withdrawn for a period of 120 days from the BID submission deadline.

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com.

\_\_\_\_\_

The BIDDER hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the work within the time specified and in strict accordance with the contract documents for the above referenced project for the Total BID indicated above. The BID prices cover all expenses of the BIDDER, including but not limited to, overhead, profit, insurance, and bonding to perform the work in accordance with the Contract Documents.

BIDDER certifies that this BID is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a BID for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this BID for the BIDDER. In submitting a BID to the CITY the BIDDER offers and agrees that if the BID is accepted, the BIDDER will convey, sell, assign, or transfer to the CITY all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City's discretion, such assignment shall be made and become effective at the time the CITY tenders final payment to the BIDDER.

BIDDER agrees that if awarded the contract, BIDDER will commence work on the date specified in the written Notice to Proceed and complete the work within the number of calendar days specified in the BID Documents.

BIDDER agrees that if awarded the contract, BIDDER will comply with the requirements of all applicable federal, state, and local laws, ordinances, and regulations.

BIDDER shall submit executed contract, separate Payment and Performance Bonds, and acceptable evidence of insurance **(naming City of Sebring an additional insured on all policies except Workers' Compensation)** within (10) calendar days after receipt of award notice and contract from the City of Sebring.



If the successful BIDDER, upon award of the contract by the City of Sebring, fails to execute the CONTRACTOR submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, City of Sebring may revoke the award.

SUBMITTED BY:

COMPANY:	DATE SUBMITTED:
Address:	Telephone:
City:	Fax:
State:                      Zip:	E-mail:
Authorized Representative:	Phone / Fax: (if other than above)
Authorized Signature:	Title:                      Date:

This "Official Bid Form" **MUST BE USED, COMPLETED, AND SIGNED** in submitting bid. The council reserves the right to accept or reject any or all bids or any parts thereof of that may be considered to be in the best interest of the City of Sebring.

# FORMS

**CDBG Supplemental Conditions for Construction Contracts**

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.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women’s Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

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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 effected 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 1(a) above.
- C. If termination for default is effected 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 effected 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.

**CDBG Supplemental Conditions for Construction Contracts**

- 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.

**CDBG Supplemental Conditions for Construction Contracts**

- (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.

**CDBG Supplemental Conditions for Construction Contracts**

- (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.)**

- (a) The Offerer'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.
- (b) 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 (See Appendix at CDBG-25 for goals for each county)

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.

- (c) 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.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

**CDBG Supplemental Conditions for Construction Contracts**

**(D) 41 CFR 60-4.3. Equal Opportunity Clauses**

- (a) 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 nonconstruction 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 nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. 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.



**CDBG Supplemental Conditions for Construction Contracts**

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.



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- (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 nonsegregated 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.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). 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 (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and 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 origin, 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.

**H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) 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.
- (2) 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.

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- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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).

**I. 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.

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- (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.

**J. 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.

**K. 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.

**8. 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.



**9. 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.

**10. 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. (1) (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) (i) 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

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- (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.
- (ii) 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.)
  - (iii) 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.)
  - (iv) 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.
- (c) 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.
  - (d) 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 assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 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.

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- (3) (a) 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 include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and 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).
- (b) (i) 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).
- (ii) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) 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.



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- (iv) 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.
- (c) 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.
- (4) (a) Apprentices and Trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, 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.

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- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor 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.
- (7) **Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with 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.
- (9) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the 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.
- (10) (a) **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.

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- (b) 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.
- (c) 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.”

(11) 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.

B. 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.

C. 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.

**CDBG Supplemental Conditions for Construction Contracts**

- (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.

**11. 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.)

**CDBG Supplemental Conditions for Construction Contracts****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.



**CDBG Supplemental Conditions for Construction Contracts**

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.

**12. 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.

- (a) 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>

- (b) 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%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

**Appendix**  
**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
Manatee.....	15.9
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>	
	<u>Percentage</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
Okechobee, Martin, & St. Lucie (all seven counties)	

## CONTRACT

(CDBG Revitalization of South Orange Street, Violet Avenue, Grand Avenue, and Nasturtium Avenue Areas)

**THIS IS AN AGREEMENT** between the **CITY OF SEBRING**, a Florida municipal corporation (herein called "City") and \_\_\_\_\_, [ ] a Florida corporation or [ ] a Florida limited liability company (herein called "Contractor").

**1. PREMISE.** City solicited sealed bids for maintenance, repairs and equipment replacement/upgrades to the Grand Avenue lift station. sidewalk, curb, milling, resurfacing pavement and drainage improvements for portions of South Orange Street, Violet Avenue and Nasturtium Avenue. Contractor submitted the lowest and best bid and City would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

**2. WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary for the Community Development Block Grant Project #19DB-ON-07-38-02-N16 for the maintenance, repairs and equipment replacement/upgrades to the Grand Avenue lift station. sidewalk, curb, milling, resurfacing pavement and drainage improvements for portions of South Orange Street, Violet Avenue and Nasturtium Avenue. described in Invitation to Bid ITB # \_\_\_\_\_. All work will be according to the plans and specifications designed by Polston Engineering, Inc. (herein collectively called the "Project" or the "Work") and all in accordance with the conditions and prices stated in this contract, Invitation to Bid ITB # \_\_\_\_\_, any addendums thereto, General Conditions, Supplemental General Conditions, Special Conditions, Plans and Specifications, applicable rules and regulations, Official Bid Form and the Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

**3. CONTRACT PRICE.** City shall pay to Contractor the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as the total price for the completion of the Project, subject to increase or decrease as provided herein.

**4. PAYMENT.** On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety percent (90%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining ten percent (10%) of the Work completed shall be retainage held by City until final completion of the Project. Once the Project has reached fifty percent (50%) completion, the retainage on future payments shall be five percent (5%). The City Administrator or his designee must approve each payment request. Each payment application shall also:

- 4.1 detail an explanation of what work was completed by each entity requesting payment;
- 4.2 detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor;
- 4.3 include a certification by Contractor that the work performed was in complete accordance with the Contract Documents;
- 4.4 include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract;
- 4.5 include executed partial and/or final lien waivers from all suppliers and subcontractors.



Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed: but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City attorney, to indemnify the City against any lien. If any lien remains unsatisfied after all payment are made, Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. City's payments shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 219.70, et seq.

**5. COMMENCEMENT AND COMPLETION DATES.** Contractor hereby agrees to commence Work under this contract within ten (10) days from receipt of the Notice to Proceed. Furthermore, Contractor agrees to substantially complete the Work within one hundred twenty (120) days thereafter and shall be responsible to achieve final completion of the Project within thirty (30) days thereafter. Contractor shall be solely responsible for the means, methods, and techniques utilized in the design and construction.

5.1 Time is of the essence in this contract. Contractor and City acknowledge that in the event that Contractor fails to achieve final completion of the Work by the dates established therefor, City will incur substantial damages by loss of use and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that City would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of City for late completion of the Project and City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages calculated hereunder does not include any penalty.

5.2 If Contractor fails to achieve substantial completion of the Project on or before the date of substantial completion as set forth herein, as may be extended by Change Order, Contractor shall pay to City liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the Project on or before the date of final completion as set forth herein, as may be extended by Change Order, Contractor shall pay to City liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

**6. CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations, including that of its subcontractors or agents.

**7. DRUG-FREE WORKPLACE.** Contractor acknowledges that City is a drug-free work place. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

**8. WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, plans and

drawings provided to Contractor. Contractor shall complete the entire Project to the satisfaction of City. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

**9. LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

**10. PRECONSTRUCTION INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

**11. CHANGE ORDERS.** The Contract Price and the Contract Time may be changed only by a Change Order. City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1 The cost or credit to City resulting from a Change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

11.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

11.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

11.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor

shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Contract time, Contractor shall give City written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for this time of year.

**12. TERMINATION OF CONTRACT.** City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of Contractor's failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the City.

12.1 If the termination is for the convenience of the City, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to Contractor's failure to fulfill its obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

12.3 If, after notice of termination for Contractor's failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**13. INDEPENDENT CONTRACTOR.** The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City.

**14. INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by City:

A. COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

C. WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws, The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

D. EVIDENCE OF INSURANCE: The Contractor shall furnish the City with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities.

**15. SUBCONTRACTS.** A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of City. City retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as City deems necessary. City shall not be obligated to pay any subcontractor under any circumstance.

**16. NOTICES.** Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:

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

City:

City Administrator  
City of Sebring  
368 South Commerce Avenue  
Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

**17. ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of City.

**18. ACCEPTANCE AND WARRANTY.** Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in

conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither City nor its agents shall be responsible for discovering deficiencies in such services or documents.

18.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

18.2 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of three (3) years from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from City's misuse or negligence, acts of God or normal wear and tear.

18.3 City is entitled to the benefit of all manufacturer warranties. Contractor shall cooperate with City and its agents regarding manufacturer warranties, defects or claims which City may have in connection with the Project.

**19. CORRECTION OF WORK.** Prior to the date of final completion, Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within five years after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from City to do so.

**20. DAMAGE TO PROPERTY.** Contractor agrees that all City or third party owned property that is damaged by Contractor's personnel, agents, subcontractors or equipment shall be promptly repaired or replaced, at Contractor's expense.

**21. TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

**22. PERMITS, FEES AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

22.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or City observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

**23. RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to City for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

**24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**25. SAFETY AND HEALTH REGULATIONS.** Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated for construction under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

25.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

25.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and City's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber City's other real property.

**26. CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents and

volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

**27. DEFAULT.** Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including City's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

**28. BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

**29. GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles thereof, and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

**30. PERFORMANCE AND PAYMENT BONDS.** Contractor shall provide performance and payment bonds each in the full amount of the contract price or an equivalent Irrevocable Letter of Credit from a local bank before commencing work on the Project and this contract shall not become effective until the City's receipt thereof and approval by the City attorney.

**31. PUBLIC RECORDS.** Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq., Fla. Stat. or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. **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 KATHY HALEY, THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, kathyhaley@mysebring.com or 368 SOUTH COMMERCE AVENUE, SEBRING, FL 33870.**

**32. PUBLIC ENTITY CRIMES.** By signing this contract, Contractor certifies that it has knowledge of and understands Florida Statute 287.133, including section (2)(a) which provides: "A person or affiliate 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 the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." Contractor certifies that it has and shall comply with the provisions of Florida Statute 287.133, and further certifies that neither it, nor its officers, directors, executives, partners, shareholders, employees, members, or agents, nor its affiliates, are on the convicted vendor list.

**33. SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, by signing this agreement Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. This agreement may be immediately terminated by City if Contractor is found to have submitted a false certification, has been or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engages in business operations in Cuba or Syria, has been or is placed on the Scrutinized Companies that Boycott Israel List, or engages in a boycott of Israel.

**34. TIME.** Time is of the essence of this agreement.

**35. MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

**AGREED TO** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Two Witnesses as to City:

CITY OF SEBRING, a Florida municipal corporation

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

By: \_\_\_\_\_  
\_\_\_\_\_, Council President

Attest:

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

By: \_\_\_\_\_  
Kathy Haley, City Clerk

(corporate seal)



Two Witnesses as to Contractor:

\_\_\_\_\_  
[ ] a Florida corporation or [ ] a Florida limited liability company

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

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

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

(corporate seal)

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER ( <i>Name and Address</i> ):				
SURETY ( <i>Name and Address of Principal Place of Business</i> ):				
OWNER ( <i>Name and Address</i> ):				
BID				
	Bid Due Date:			
	Description ( <i>Project Name and Include Location</i> ):			
BOND				
	Bond Number:			
	Date ( <i>Not earlier than Bid due date</i> ):			
	Penal sum			\$
		(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

(Seal)

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

This obligation shall be null and void if:

- Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- All Bids are rejected by Owner, or
- Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

**SURETY BOND AFFIDAVIT**

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in §255.05(1), Fla. Stat., supplying labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract, then this bond is void, otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Principal:

Surety:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(corporate seal)

(corporate seal)

**SURETY BOND AFFIDAVIT**

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_

**PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_.

Principal:

Surety:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(corporate seal)

(corporate seal)



**SURETY BOND AFFIDAVIT**

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the City of Sebring do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

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

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

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- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.                      Yes [ ] No [ ]
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.                      Yes [ ] No [ ]
- 3. Bidder has filed all compliance reports due under applicable instructions.                      Yes [ ] No [ ]
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?                      Yes [ ] No [ ]

NAME AND TITLE OF SIGNER (Please type):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CERTIFICATION OF BIDDER REGARDING SECTION 3

---

Name of Prime Contractor

---

Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer:

---

Signature

---

Date

## CONTRACTOR

### Section 3 Plan Format

\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Sebring.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeCity Plan or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

\*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

\*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

\* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of \_\_\_\_\_  
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TABLE A.

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING \_\_\_\_\_ 201\_\_ THROUGH \_\_\_\_\_ 201\_\_.

(DURATION OF THE CDBG-ASSISTED PROJECT)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PRO- FESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPRO- XIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS AREA BUSINESSES*	ESTIMATED DOLLAR AMT PROJECT AREA

\*The Project Area is coextensive with the physical boundaries of the City of Sebring, Florida

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Date

TABLE B  
ESTIMATED PROJECT WORKFORCE BREAKDOWN

<b>Column 1 Job Category</b>	<b>Column 2 Total Estimated Positions</b>	<b>Column 3 # Positions Currently Occupied By Permanent Employees</b>	<b>Column 4 # Positions Not Currently Occupied</b>	<b>Column 5 # Positions To Be Filled With L.I.P.A.R.*</b>
<b>Officers Supervisors</b>				
<b>Professionals</b>				
<b>Technicians</b>				
<b>Housing/Sales Rental/Mgmt</b>				
<b>Office Clerical</b>				
<b>Service Workers</b>				
<b>Others</b>				

TRADES:

<b>Journeyman</b>				
<b>Helpers</b>				
<b>Apprentices</b>				
<b>Maximum # Trainees</b>				
<b>Others</b>				
<b>Totals</b>				

\*Lower Income Project Areas Residents:

Individuals residing within the City of Sebring whose family income does not exceed 80% of the median income in the State.



CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

---

NAME OF CONTRACTOR      PROJECT NUMBER

---

INSTRUCTIONS

This certification is required pursuant to executive Order 11246 (30 F. R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

---

SUBCONTRACTORS CERTIFICATION

---

NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

---

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.

Yes [ ]    No [ ]

---

2. Compliance reports were required to be filed in connection with such contract or subcontractor.

Yes [ ]    No [ ]

---

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes [ ]    No [ ]

---

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes [ ]    No [ ]

---

NAME AND TITLE OR SIGNER (Please type):

---

SIGNATURE

---

DATE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
NAME OF SUB CONTRACTOR

\_\_\_\_\_  
PROJECT NAME & NUMBER

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME & TITLE OF Signer (Print or Type):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR' CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: (Appropriate Recipient)

DATE:

PROJECT NUMBER (if any)

PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_

\_\_\_\_\_ (or the construction of the above identified project), acknowledges that

(a) The Labor Standards provisions are included in the aforesaid contract:

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE  
STATE OF FLORIDA

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Date \_\_\_\_\_

**WARNING**

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, 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".

SUBCONTRACTOR CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: City of Sebring

DATE:

PROJECT NUMBER:

PROJECT NAME:

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ (or the construction of the above identified project),  
acknowledges that

(a) The Labor Standards provisions are included in the aforesaid contract:

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE  
STATE OF FLORIDA

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Date \_\_\_\_\_

**WARNING**

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, 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".

# **CURRENT WAGE DECISION**

"General Decision Number: FL20200093 01/03/2020

Superseded General Decision Number: FL20190093

State: Florida

Construction Type: Heavy

County: Highlands County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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 01/03/2020

\* PAIN0088-007 08/01/2019

	Rates	Fringes
PAINTER: Brush and Spray.....	\$ 20.21	11.28

SUFL2009-132 06/24/2009

	Rates	Fringes
LABORER: Common or General.....	\$8.19	0.00
LABORER: Pipelayer.....	\$11.58	0.00
OPERATOR: Backhoe/Excavator.....	\$12.25	1.33
OPERATOR: Bulldozer.....	\$13.30	1.92
OPERATOR: Loader.....	\$14.13	1.94
TRUCK DRIVER: Distributor, Dump, Lowboy and Tandem.....	\$14.00	0.00



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

=====  
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)).

-----  
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.

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END OF GENERAL DECISION

"General Decision Number: FL20200155 01/03/2020

Superseded General Decision Number: FL20190155

State: Florida

Construction Type: Highway

Counties: Hardee, Highlands and Okeechobee Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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    01/03/2020

\* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN .....	\$ 35.36	12.77
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SUFL2013-016 08/19/2013		
	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 11.95	1.44
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.65	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.70	0.00

HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....\$	13.08	0.00
INSTALLER - GUARDRAIL.....\$	14.44	0.00
IRONWORKER, REINFORCING.....\$	13.85	0.00
LABORER (Traffic Control Specialist).....\$	12.17	1.71
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$	13.60	0.00
LABORER: Common or General.....\$	11.41	0.00
LABORER: Flagger.....\$	9.87	0.00
LABORER: Grade Checker.....\$	11.45	0.00
LABORER: Landscape & Irrigation.....\$	11.16	0.00
LABORER: Pipelayer.....\$	12.68	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....\$	15.86	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	11.60	0.00
OPERATOR: Broom/Sweeper.....\$	10.89	0.00
OPERATOR: Bulldozer.....\$	13.90	0.00
OPERATOR: Crane.....\$	17.83	0.00
OPERATOR: Forklift.....\$	11.03	0.00
OPERATOR: Grader/Blade.....\$	16.08	0.00
OPERATOR: Loader.....\$	16.59	0.00
OPERATOR: Mechanic.....\$	13.55	0.00
OPERATOR: Milling Machine.....\$	13.23	0.00
OPERATOR: Oiler.....\$	12.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$	18.17	0.00
OPERATOR: Roller.....\$	12.53	0.00
OPERATOR: Screed.....\$	15.79	0.00
OPERATOR: Trencher.....\$	16.00	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....\$	19.03	0.00

TRUCK DRIVER: Dump Truck.....\$	12.66	0.00
TRUCK DRIVER: Lowboy Truck.....\$	14.94	0.00
TRUCK DRIVER: Water Truck.....\$	13.05	0.00

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

=====

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

-----  
**WAGE DETERMINATION APPEALS PROCESS**

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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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:

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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



# **CURRENT MBE/WBE LIST**

City of Sebring MBE/WBE Directory

Name	Designations	Effective On	Expire On	Contact	Address	City	State	Postal Code	County	Email	Phone
Chuck Westberry Electrical Contractor, Inc.	Veteran	02/22/2018	02/22/2020	Chuck Westberry	102 Moon Ranch Rd	Sebring	FL	33870	Highlands	chuck@chuckwestberry.com	863-385-9501
Gray Dog Publishing	Woman Owned	01/15/2019	01/15/2021	Cathy Hart	3200 US 27 South	Sebring	FL	33870	Highlands	cathy.w@graydog.com	863-460-1743
PRECISION AUTO BODY, INC.	Hispanic American, Woman Owned	03/19/2018	03/19/2020	Tracy Vega	734 CR 821 E	LAKE PLACID	FL	33882	Highlands	trvega@gmail.com	863-465-1713
QUEST CONSTRUCTION AND PROPERTY MANAGEMENT LLC	African American	08/07/2019	08/07/2021	vinny vassell	2793 West Snyker Road	Avon Park	FL	33825	Highlands	questconstruction@yahoo.com	863-2739885
ROBOCOR CONTRACTING, LLC	Woman Owned	03/08/2019	03/08/2021	CORRIE FORMAN	1125 LONGWOOD ROAD	SEBRING	FL	33870	Highlands	RobcorContracting@gmail.com	863-443-0147
The Alarm Company of Okeechobee, Inc.	Woman Owned	04/15/2018	04/15/2021	Phyllis Shumate	3121 Lakeshew Drive	Sebring	FL	33870	Highlands	alarmcompany@gmail.com	863-401-1685
The Card Group Inc.	Woman Owned	08/21/2018	08/21/2020	Carol Howard	208 Dahl Hill Blvd	Lake Placid	FL	33870	Highlands	cardgroupofthecardgroup.com	941-682-0194
TOMO Construction, LLC	Woman Owned	04/29/2019	04/29/2021	Meredith Wohl	3321 US HWY 27 South	Sebring	FL	33870	Highlands	meredith@tomconstruction.com	863-402-2404
Advertising Solutions And Printing, LLC	Asian American, Woman Owned	12/20/2018	12/20/2020	Nikki Smith	1806 Havendale Blvd NW	Winter Haven	FL	33881	Polk	nikki@saspon.com	863-291-6807
AFFORDABLE INSURANCE	African American	02/28/2018	02/28/2020	ST CHARLES GERMILLUS	120 W CENTRAL AVE STE 4	WINTER HAVEN	FL	33890	Polk	affordable2016@yahoo.com	863-508-2639
ARCQuest Environmental, Inc.	Woman Owned	10/29/2018	10/29/2021	Tina-Anne Boyle	2000 S Florida Avenue	Lakeland	FL	33803	Polk	order@arcquestinc.com	854-792-4549
Alta Shoring & Engineering	Woman Owned	10/30/2019	10/30/2021	Gail Martin	2020 S. Combs Rd	Lakeland	FL	33801	Polk	alteshoring@aol.com	863-687-0778
All Earth Landscaping	Woman Owned, African American	12/28/2017	12/28/2019	Lashina Wale	1988 Emily Dr	Winter Haven	FL	33894	Polk	AllEarthLandscaping@gmail.com	863-288-8796
American Corporation	Asian American	03/05/2019	03/05/2021	Shikant Desai	POBOX2228	EATON PARK	FL	33940	Polk	AMERICAN@TUSANYAHOOCOM	863-398-4344
Amtech Solutions, LLC	Woman Owned, Veteran, African American	01/19/2018	01/17/2021	Anthony Howell	8230 N. Seccum Loop Rd	Lakeland	FL	33809	Polk	amtechsolutions.com	863-430-9039
Amortechhandz Cleaning Service LLC	African American	10/17/2019	10/17/2021	Jannan Hamilton	2557 Everleigh Dr	Lakeland	FL	33810	Polk	amortechhandz@tampabay.fl.com	863-206-4128
Application Insight LLC	African American, Veteran	08/01/2019	08/01/2021	Corey Manneiro	102 Olive Drive	Winter Haven	FL	33881	Polk	applicationinsight@yahoo.com	252-503-9987
Atmospheric Water Generator, LLC	Veteran	10/02/2019	10/02/2021	Maria-Isabel Campos-Gordon	223 South Citrus Grove Blvd	Polk City	FL	33888	Polk	sales@quenchinnovations.com	863-401-5760
Autumnridge Fruit Co., Inc	Woman Owned	10/04/2019	10/04/2021	Jennifer Helms	4870 Lake Lowery Rd	Lake Alfred	FL	33850	Polk	hlmms@autumnridgefruit.com	863-956-1880
AYON MODULAR	Hispanic American	10/04/2018	10/04/2020	Alan de Zayas	1074 South Florida Avenue	Lakeland	FL	33803	Polk	ayonmodular@tampabay.fl.com	866-434-6889
Avon Modular, LLC	Hispanic American	10/04/2018	10/04/2020	Alan de Zayas	1074 S. Florida Av	Lakeland	FL	33803	Polk	avonmodular@aol.com	800-258-7411
Avon Modular, LLC	Hispanic American	10/04/2018	10/04/2020	Alan B de Zayas	1339 NORTH LAKE REEDY BLVD	Forestport	FL	33943	Polk	avonmodular@aol.com	866-434-6889
B & B TANKERS, INC.	Woman Owned	09/24/2019	09/24/2021	Sindy Barbeau	3756 Dartford Dr	Davenport	FL	33837	Polk	bbarbeau@bntankers.com	863-327-3278
Banger Security Services, Inc	African American	02/14/2019	02/14/2021	Rahneen Parfitt	903 Lake Morton Drive	Lakeland	FL	33803	Polk	info@BangerSecurity.com	321-278-3049
Bayes & Company PA	Woman Owned	02/16/2018	02/16/2020	Edith Y. Fees	502 South Florida Avenue,	Lakeland	FL	33803	Polk	eddie.yates@bayespa.com	863-688-2880
Blackton Roberts Group, Inc.	African American, Woman Owned	07/23/2019	07/23/2021	Sylvia Blackton-Roberts	931 South Florida Avenue,	Lakeland	FL	33803	Polk	info@blacktonroberts.com	863-502-1280
Carapula Pharmacy Corp	African American	08/16/2019	08/16/2021	Ijeoma aqbara	3020 s combee rd	Lakeland	FL	33803	Polk	info@carapuladrugs.com	863-666-6490
CHAPTEX GROUP, LLC	Hispanic American, Woman Owned	01/02/2019	01/02/2021	Alvin Wilson	5151 South Lakeland Drive	Lakeland	FL	33813	Polk	alvin@chaptex.com	863-529-3579
Claims Administrator Services, INC	African American, Woman Owned	04/27/2018	04/27/2020	Tanya Morley	PO Box 4172	Haines City	FL	33845	Polk	teewebster@tdmail.com	863-207-6578
Clark Environmental, Inc.	Woman Owned	10/18/2019	10/18/2021	Terry Covert	755 Prairie Industrial Pkwy	Mulberry	FL	33860	Polk	covert@clarkenvironmental.com	863-425-4884
ClarK/Wildcat, Inc.	Hispanic American, Woman Owned	03/20/2019	03/20/2021	Melisa Garnett	72 4th Street, NW	Winter Haven	FL	33881	Polk	melisa@wildcat.com	863-289-9980
Cleaning Management Solutions of America, Inc.	Hispanic American, Woman Owned	06/04/2018	06/04/2020	Nicole Siano	5811 Sawyer Road	Lakeland	FL	33810	Polk	cmsiofamr@aol.com	863-808-7213
CO Services LLC	Hispanic American	03/21/2018	03/21/2021	Michael Condrigon	P.O. Box 1500	Engle Lake	FL	33839	Polk	iconault-mlke@tampabay.fl.com	863-877-0595
Cognitor, LLC	Asian American, Woman Owned	02/26/2018	02/26/2020	Loni Leshoff	325 Sand Pine Trail	Winter Haven	FL	33880	Polk	loni@cognitor.com	863-521-3882
Collins Survey Consulting LLC	Woman Owned	03/07/2019	03/07/2021	Dianne Collins	5915 Lake Lather Rd	Lakeland	FL	33805	Polk	dcollins@collinsurvey.com	863-937-8922
Collins Survey Consulting LLC	Woman Owned	03/07/2019	03/07/2021	Dianne Collins	108 Wildlife Trail	Lakeland	FL	33805	Polk	dcollins@collinsurvey.com	863-937-8922
Commercial Janitorial Services of Central Florida, LLC	Asian American, Woman Owned	05/02/2019	05/02/2021	Brigitte West	455 Commerce Drive	Lakeland	FL	33813	Polk	Bwest@commercialjanitorialcf.com	863-210-0450
Compass Real Estate Consulting Inc.	Woman Owned	08/29/2019	08/29/2021	Shawri Wilson	120 East Pine Street	Lakeland	FL	33801	Polk	shawri@shawriwilson.com	863-688-5614
compassional cleaners	African American, Woman Owned	01/28/2021	01/28/2021	tamela robinson	627 washington terrace	Forestport	FL	33843	Polk	tamela25@gmail.com	863-677-9061
Complete Custodial Solutions, LLC	African American, Woman Owned	03/02/2018	03/02/2020	Keisha Boyd	3314 WINCHESTER ESTATES CIRCLE	LAKELAND	FL	33810	Polk	waxhainmohidehelling@gmail.com	844-929-4428
Computer Merchandise Corporation	Woman Owned	03/01/2018	03/01/2020	CHRISTINA CRIDER	P.O. Box 6129	Lakeland	FL	33807	Polk	ccrider@comdata.com	863-644-0817
CYSRRET Enterprise, LLC	Hispanic American, Veteran	07/19/2018	07/19/2020	Alex Morales-Hernandez	168 Mineralina Cr	Haines City	FL	33844	Polk	alexm@diasecsolutions.com	863-353-9749
Digitech of Lakeland, Inc. dba Digitech Graphics Group	Asian American, Woman Owned	02/06/2019	02/06/2021	Barbara Blinoff	3020 Winter Lake Road	Lakeland	FL	33803	Polk	barbara@digitechgraphics.com	863-668-8770
Document Advantage Corporation	Woman Owned	08/06/2018	08/06/2021	Jana Wiggins	8039 Cypress Gardens Blvd	Winter Haven	FL	33884	Polk	jana.wiggins@docuadvantage.com	863-328-9380
Douglas Screen Printers, Inc	Woman Owned	06/29/2018	06/29/2020	Debbie Cardigan	2710 New Tampa Hwy	Lakeland	FL	33815	Polk	dcardigan@dyprint.com	863-889-7130
Douglas Screen Printers, Inc IA 11/1/16	Woman Owned	06/29/2018	06/29/2020	Debbie Campian	2710 New Tampa Highway	Lakeland	FL	33815	Polk	dcardigan@dyprint.com	863-889-8545

Polk County



DUFFY AND LEE COMPANY	Woman Owned	04/23/2019	04/23/2021	EDITH DUFFY	4960 LAKELAND COMMERCE PARKWAY	LAKELAND	FL	33805	Pok	DUFFYLEE@AOL.COM	954-467-1288
E & A Cleaning, Inc.	Hispanic American	12/17/2018	12/17/2020	Jeremiah Johnston	529 W. Brannen Rd.	LAKELAND	FL	33813	Pok	eeccleaning@verizon.net	863-644-4927
E&A Cleaning, Inc.	Hispanic American	12/17/2018	12/17/2020	Deanna Chambers	529 W BRANNEN RD	LAKELAND	FL	33813-2727	Pok	eeccleaning@verizon.net	863-644-4927
E&W Tool and Supply Inc DBA Riverhawk Industrial Supply	Woman Owned	09/24/2019	09/24/2021	Sarah Filmyson	465 File Road	Milberry	FL	33980	Pok	sfimyson@verizonkindsupply.com	863-425-3077
Enfield Services LLC	Woman Owned	09/13/2019	09/13/2021	Catherine Liske	1677 Denny Drive	LAKELAND	FL	33901	Pok	info@coast.com	843-209-2641
ENIS Construction Services	African American, Woman Owned	07/09/2019	07/09/2021	Tzaporow Sahadeo	400 N Church Ave	Milberry	FL	33980	Pok	eniconstruction@yahoo.com	813-616-1800
ENCON Search Services, LLC	Veteran	12/27/2018	12/27/2020	Thomas King	1701 W. Commerce Ave, Suite 175	Haines City	FL	33944	Pok	tom@encon-search.com	863-216-8099
Estades To Go, LLC	African American, Woman Owned, Veteran	06/15/2018	06/15/2020	Eloy Brown	P.O. Box 55	Highland City	FL	33290	Pok	Estates2go@gmail.com	407-362-8931
Events	Woman Owned, African American	12/05/2017	12/05/2019	Sherrin Smyers	2622 W. Memorial Blvd	LAKELAND	FL	33946-1795	Pok	sherrin@events.com	863-683-3905
Exclusive Contractors Inc	African American, Woman Owned	12/04/2017	12/04/2019	LIZ HARVEY BURSE	277 S. 10th avenue	BARTOW	FL	33830	Pok	sistersmynny@yahoo.com	863-559-1039
Exclusive Contractors, Inc.	African American, Woman Owned	12/04/2017	12/04/2019	Liz Burse	277 S. 10th avenue	Bartow	FL	33830	Pok	roadcontractor@yahoo.com	863-559-1039
F & F Case Management, Inc	Woman Owned	01/02/2019	01/02/2021	Jana Nolle-Winner	PO Box 6900	LAKELAND	FL	33807	Pok	janf5444@aol.com	800-282-9101
Fisher's Landscape Maintenance	Woman Owned	04/08/2019	04/08/2021	Michael Fisher	923 Jane Circle	LAKELAND	FL	33901-3023	Pok	33901302@ampabay.fl.com	863-965-3982
Furr & Wagon Architects, PA	Veteran	06/29/2018	06/29/2020	Vickie Jenkins	625 E. Orange Street	LAKELAND	FL	33901	Pok	vjenkins@furrandwagon.com	863-688-1211
FLIGHT, INC.	Woman Owned	09/08/2019	09/09/2021	CINDY ADAMS	1350 E Main Street Suite C1	Bartow	FL	33831	Pok	cdadams@mainstreet-hel.com	863-533-7484
Garrett Farming & Drivell, Inc	Woman Owned	03/07/2018	03/07/2020	Lyle Garrett	5578 commercial Blvd	Winter Haven	FL	33880	Pok	luyeg@garrett.com	863-683-1940
GC & C TRANS-O-RT, INC	African American	07/30/2019	07/30/2021	GREGORI COOPER	5016 ALDERMAN RD	LAKELAND	FL	33810	Pok	GCACTRANSINC@GMAIL.COM	863-593-9420
Global Medical and Behavioral Health Corporation	African American	03/13/2019	03/13/2021	Jeffery Hayes	121 Webb Drive # 202	Davenport	FL	33837	Pok	jhayes@gnbhc.com	813-997-2397
GLT OFFICE SUPPLY, INC	Woman Owned	04/22/2019	04/22/2021	accounts payable	P.O. Box 3829	LAKELAND	FL	33802-3829	Pok	plvisea2@office.com	863-686-1799
Gold Heart Realty, Inc	Woman Owned	08/22/2019	08/22/2021	Lori Roberts	333 Ave B SW suite 200-3	Winter Haven	FL	33810	Pok	lori@goldheartrealty.com	863-229-2419
Grade Pest Control	Woman Owned	08/14/2019	08/14/2021	Marianne Moselle	115 Ventura Drive West	LAKELAND	FL	33811	Pok	grapepc@stampsby.fl.com	863-607-9611
Guard Coast America Corporation	Hispanic American	08/02/2019	08/02/2021	Rick Garcia	3650 Delano Field Rd	LAKELAND	FL	33811	Pok	RG122280@aol.com	863-709-9714
Heart of God Senior Services	African American, Veteran, Woman Owned	01/13/2020	01/13/2020	Iba Wade	1000 Verno Dr Suite 202	Haines City	FL	33944	Pok	heartofgodsv@yahoo.com	863-596-9927
Horus Construction Services Inc.	African American	09/09/2019	09/09/2021	James Graham	P.O. Box 10967	St. Petersburg	FL	33733	Pok	horusconstr@flum.com	727-898-8877
Human Capital Resources and Concepts Inc	African American, Woman Owned	03/13/2019	03/13/2021	Marnice Miller	128 Palmetto Ave NW	LAKELAND	FL	33981	Pok	marnice.miller@hrcconcepts.com	3015310724
Hydro Solutions Consulting LLC	Hispanic American, Woman Owned	02/13/2019	02/13/2021	Roberto Beltran	3616 Herdon Blvd	LAKELAND	FL	33903	Pok	Rebeltrans@hydrosc.com	863-559-2472
I.D.S. ENTERPRISES, INC.	Hispanic American, Woman Owned	10/25/2018	10/25/2020	ANA MARIA GRAVIS	POST OFFICE BOX 93113	LAKELAND	FL	33904	Pok	ksenterprises@msn.com	863-984-8994
IDEAL CLEANING SERVICES, INC.	African American	02/13/2018	02/13/2020	JORGE GOMES	P.O. 7853	LAKELAND	FL	33807	Pok	jorgegomes@ideal-cleaning.com	863-646-5055
Imagined Digital expressions INC	Hispanic American	03/29/2019	03/29/2021	Pablo Rendic Olivieri	115 Belle Drive	Davenport	FL	33837	Pok	pablo@dx.marketing	407-205-6671
Imperial Cabinets & Millwork, LLC	African American	03/01/2019	03/01/2021	Larry Goodman	P.O. Box 92105	LAKELAND	FL	33804-2105	Pok	imperialcabinets94@yahoo.com	863-512-8003
IMPERIAL TESTING AND ENGINEERING INC	Hispanic American	02/13/2019	02/13/2021	AL MCGHIN	3905 KIDRON RD	LAKELAND	FL	33811-1293	Pok	ALMcGhin@imperialtesting.com	863-647-2877
International Importers	Hispanic American, Woman Owned	07/13/2019	07/13/2021	Magdalena Shirley	244 Escondido Court	Kissimmee	FL	34759-3994	Pok	intimporters@cfi.fl.com	863-496-1145
International Sun Travel Agency, Inc.	Woman Owned	09/11/2019	09/11/2021	Bianche Bryant	705 East Main Street	Bartow	FL	33930	Pok	bianche@intsunfl.com	863-533-1651
Jarrett Gordon Food, Inc.	African American	01/24/2019	01/24/2021	Anthony Gordon	2900 Aceas Rd N.W.	Davenport	FL	33807	Pok	anthonygordon@jarrettd.com	863-422-1677
Jarrett Logistics Solutions, LLC	Hispanic American	03/21/2019	03/21/2021	Stephanie Johnson	3200 Filthelm Dr. Ste. 101	LAKELAND	FL	33811	Pok	sjohnson@jarrett.com	863-607-6616
Jerra Logistics Solutions, LLC	Hispanic American	03/21/2019	03/21/2021	Stephanie Johnson	20 3rd Street SW	Winter Haven	FL	33807	Pok	sjohnson@jarrett.com	863-601-6616
Kincaid Construction Company	Hispanic American	08/30/2018	08/30/2020	Robert J. Kincaid	1875 W. Main St.	Bartow	FL	33830	Pok	rsj@kincaid.com	863-533-9404
Kyra Solutions, Inc. (formerly known as Kyra InfoTech, Inc.)	Asian American	09/06/2019	09/06/2021	Rupal Patel	4454 Florida National Drive	LAKELAND	FL	33813	Pok	rpatel@kyrasolutions.com	863-986-2271
L & S Diversified, LLC.	Woman Owned, Asian American	09/04/2019	09/04/2021	Beth Durand	3928 Archduke Drive	LAKELAND	FL	33811	Pok	beth.durand@lsvsvr.com	407-681-3836
L.M. ELECTRIC SERVICES INC.	Hispanic American	06/14/2019	06/14/2021	LEONEL MENDOZA	5023 SHERPOND RD	LAKELAND	FL	33811	Pok	lmes224@gmail.com	863-255-5472
L.M. Group Services LLC	African American, Veteran	03/06/2019	03/06/2021	Leonzo Williams	2727 Berkford Circle	LAKELAND	FL	33810	Pok	handygroupservices@gmail.com	407-485-8001
Landmark Civil Services LLC	Woman Owned	09/05/2018	09/05/2020	Jule garand	5578 commercial Blvd	Winter Haven	FL	33880	Pok	juleg@landmark.com	863-967-9992
Laser Focus Coaching LLC	African American	12/13/2017	12/13/2019	Kelvin McCree	2988 Bellflower Way	LAKELAND	FL	33811	Pok	kelvin@mylaserfocus.com	863-709-8275
Liberty Rebar Inc.	Hispanic American	03/19/2019	03/19/2021	Jose Antonio Rojas Cordz	530 N Commonwealth Ave	Pok City	FL	33968	Pok	sstimpson@librebar.com	863-556-4120
linda lewis inc	Woman Owned	07/08/2019	07/08/2021	linda lewis	14781 argus road	Pok City	FL	33968	Pok	linda_lewis1956@yahoo.com	813-625-7657
LNR Construction, Inc.	Hispanic American	04/10/2019	04/10/2021	Luis Montanez	997 Dawes Road	Frostproof	FL	33943	Pok	luis_montanez@hotmail.com	863-633-6951



Los Dos Antigos Landscaping LLC	Hispanic American	08/27/2018	08/27/2020	Ricardo Aguirre	122 Palmietro Ridge Dr	Winter Haven	FL	33880	Pok	mariaaguirre12@gmail.com	863-241-9714
Mabe Production and Installation, Inc.	Woman Owned	07/01/2019	07/01/2021	Loraine Mabe	924 Fairlane Drive	Lakeland	FL	33809	Pok	loraine@mabepp.com	863-859-2354
Madrid Engineering Group, Inc.	Hispanic American	09/20/2019	09/20/2021	Lorraine Mabe	924 Fairlane Drive	Lakeland	FL	33809	Pok	loraine@mabepp.com	863-859-2354
Magic Touch Services LLC	Woman Owned	09/20/2019	09/20/2021	Jason McSwain	2030 Shiro Road 50 E	Bartow	FL	33830	Pok	jsmith@madrindengineering.com	863-533-9007
Marianne Mosele, Inc.	Woman Owned	06/08/2018	06/08/2020	Meredith Norville	250 Laurel Ridge Pass	Davenport	FL	33897	Pok	MAGICTOUCHSERVICESLCC@OUTLOOK.COM	407-733-9781
Masonry Systems, Inc.	Woman Owned	09/14/2019	09/14/2021	Marianne Mosele	P.O. BOX 92295	Davenport	FL	33897	Pok	graciepo@lampbeary.com	863-472-2363
MWD Services, Inc.	Asian American	07/28/2019	07/29/2020	Diane Iall	4828 Highway 92 E	Lakeland	FL	33805	Pok	mliis@aol.com	863-668-9449
MWD Florida Interpreting Inc	Hispanic American	07/18/2019	07/19/2021	Dhny Sahlinathan	1055 Kathleen Circle	Lakeland	FL	33895	Pok	dihny@mwdsvcs.com	863-646-9130
Modern Marketing LLC	African American	02/21/2019	02/21/2021	Richard Davis	2175 Gentry Circle NE	Winter Haven	FL	33981	Pok	castillo@mmodrindinterpreting.com	863-988-4757
Modern Carina Services, LLC	Hispanic American	04/24/2018	04/24/2020	Brandon Davis	2503 N. Swan Dr. NE	Winter Haven	FL	33981	Pok	mdundee@modcarina.com	863-968-4489
Multicultural Marketing Services, Inc.	African American, Woman Owned	12/09/2017	12/09/2020	George Farnandez	808 W Beaton Dr. NE	Winter Haven	FL	33903	Pok	george@mmdmktg.com	863-917-9963
Murray Equipment Sales, Inc.	Woman Owned	05/28/2019	05/28/2021	Emma Lawson	P. O. Box 2713	Haines City	FL	33945	Pok	eglawson@hotmail.com	863-422-8949
Ngaur Airconditioning Inc.	Woman Owned	10/31/2019	10/31/2021	Meissa Murray	P O BOX 6659	Lakeland	FL	33907	Pok	meissa@murrayequipmentsales.com	863-644-0312
Nubak Development, Inc.	African American	04/09/2018	04/09/2020	Frank Kendrick	1618 Crystalview Trl	Lakeland	FL	33901	Pok	works13@gmail.com	863-370-9668
On Office Furniture Depot	Woman Owned	05/09/2018	05/09/2020	Joanna Bolos	714 North Massachusetts Avenue	Lakeland	FL	33901	Pok	kendrick@nubak.com	863-886-1965
On Time Maintenance and Repair LLC	Woman Owned	07/17/2019	07/17/2021	Kim Strickland	2440 U.S. Highway 98, N.	Lakeland	FL	33905	Pok	boles@onofficemultitadedepot.com	863-682-3450
ORB Engineering, Inc.	Hispanic American	07/31/2019	07/31/2020	Kim Strickland	6220 Forewest Dr W	LAKELAND	FL	33811	Pok	ontrine@lakeland@gmail.com	863-608-3363
Parry/Lawn & Landscare, Inc.	Woman Owned	04/18/2019	04/18/2021	Tiffany Parry	202 Dora Drive Suite 103	Lakeland	FL	33813	Pok	kim@orbengineering.com	863-667-0500
Patel, Greens, & Associates, P.L.C	Asian American	04/18/2019	04/18/2021	Haran Patel	P.O. Box 2810	Lakeland	FL	33906	Pok	thp@parryland.com	863-937-4703
PATRIOT TECHNOLOGIES LLC	Veteran, African American	07/02/2018	07/02/2020	Reginald Pope	215 Earl Mann Street	Bartow	FL	33813	Pok	hires@patelgreens.com	863-533-1317
Peavey & Associates Surveying & Mapping PA	Woman Owned	02/02/2018	02/02/2020	Deborah Peavey	5121 SOUTH LAKELAND DRIVE	LAKELAND	FL	33813	Pok	ppope@patel-hc.com	813-943-1370
Perennial Technology Solutions	Woman Owned	12/12/2018	12/12/2020	Corrie Nickerson	9399 North Lake Burtrum Road	Fort Meade	FL	33841	Pok	debpeavey@peaveysurveying.com	863-738-4960
Phosidol Environmental Services Inc.	Hispanic American	02/01/2018	02/01/2020	George Farnandez	2525 Dwayne Field Rd Ste 10	Lakeland	FL	33811	Pok	corrie.nickerson@pt-solutions.com	863-644-1120
Precious Moments 3D/4D	Hispanic American, Woman Owned	08/15/2019	08/15/2021	Maryn Marie	806 w Beaton rd	lakeland	FL	33803	Pok	georgeal@phosidol.com	863-892-5857
Premiere Commercial Furniture & Design, LLC	Woman Owned	10/24/2019	10/24/2021	Vicki White	5336 US HWY 98 N	LAKELAND	FL	33809	Pok	preciousmoments@preciousmoments3d.com	863-816-3870
Pyramid Fasteners	Woman Owned	05/14/2019	05/14/2021	Holly Lyke	160 Fitzgerald Road	Lakeland, FL	FL	33813	Pok	vicki.white@pcfd.com	863-648-2000
Ran Enterprises of Lakeland In	African American	02/11/2018	02/11/2020	Theresa Pickett	620 South First Avenue	Bartow	FL	33854	Pok	purchase@pyramidfasteners.com	863-375-2487
Registrar With Ease	Woman Owned	11/17/2017	11/17/2020	Lailia Stone	730 West Memorial Boulevard	Lakeland	FL	33815	Pok	pyramifast@aol.com	863-533-0875
Rita Tempars Inc DBA Rita Staffing	Woman Owned	03/06/2018	03/06/2020	Rich Harris	473 Lea Coose	Lakeland	FL	33854	Pok	lailia@ran-camp.com	863-683-2853
Robby's Septic Tank Service, Inc.	Woman Owned	12/11/2017	12/11/2019	Beverly McLaughlin	PO Box 8955	Lakeland	FL	33807	Pok	stacey@registemphase.com	863-325-5077
Rogers Concrete Services LLC	Woman Owned, African American	07/20/2018	07/20/2020	GERRI ROGERS	9158 Hall Road	Lakeland	FL	33809-	Pok	rmanas@ritastaffing.com	863-646-5071
Runbough Enterprises, LLC	Veteran	05/30/2018	05/30/2020	Henry Runbough	1111 AVE R NE	WINTER HAVEN	FL	1907	Pok	robysseptic@aol.com	863-868-5283
S.E. McDonough & Associates, Inc.	Woman Owned	11/16/2017	11/16/2019	Susan McDonough	6244 Napa Drive	Lakeland	FL	33813-	Pok	mgerri@rogersconcreteservices.com	863-241-4831
S&L Hauling Corp.	African American	03/23/2018	03/23/2020	Sonia McAllister	4921 Southfork Drive	Lakeland	FL	33813	Pok	sales@betweenvise.com	321-536-0866
SubCon Undergruound, LLC	Woman Owned	10/08/2019	10/08/2021	ASHLEY EDWARDS	po box 452	Winter Haven	FL	33882	Pok	sema@betweenvise.com	863-709-0590
Simpli-Fi Automation, LLC	Woman Owned	02/04/2019	02/04/2021	Christopher Campbell	1750 Dundee Rd	Winter Haven	FL	33884	Pok	sllanning@yahoo.com	863-327-3239
SLS Publishers, LLC	Woman Owned	09/19/2018	09/19/2020	Lon Madden	109 Victory Avenue	Davenport	FL	33837	Pok	ashley@subconunderground.com	863-268-8225
Structural Engineering Partnership LLC	Hispanic American, Woman Owned	08/09/2019	08/09/2021	Joel Figueroa Valines	5050 Ralston Road	Lakeland	FL	33811	Pok	support@simplifiautomation.com	863-289-1048
Summerlin Fence & Feed Inc	Hispanic American, Woman Owned	10/25/2018	10/25/2020	Tina Summerlin	1439 Gary Road East	Lakeland	FL	33801	Pok	info@sispublishers.com	863-648-2814
T.GREGORY CONSTRUCTION, INC	Woman Owned	10/14/2019	10/14/2021	Gregory Bell	PO Box 981	Davenport	FL	33836	Pok	joehv@seppublishers.com	863-683-7101
The A. D. Motran Corporation	Woman Owned	08/28/2018	08/28/2020	Rebecca Smith	2204 2nd Street N.E.	Winter Haven	FL	33881	Pok	lira@summerlinfence.com	863-422-4537
The Branham Company	Hispanic American	08/01/2018	08/01/2020	Jerry Branham	1961 Williamsburg Square	Lakeland	FL	33806	Pok	bell@tgregoryconstruction.com	863-284-6003
The Circular Solution	Woman Owned	08/29/2019	08/25/2021	Rhonda Cooke	1142 W Main St	Davenport	FL	33886	Pok	mtranas@admotran.com	813-852-3033
The Knowledge Spot 1 Inc	African American, Woman Owned, Veteran	01/28/2019	01/28/2021	Teresa Sankley	4570 Innaport rd	Bartow	FL	33830	Pok	jerly@atmtcon.com	407-399-1787
TML Construction	African American	12/03/2018	12/03/2020	mercia Burt	935 Tangelo Circle	Bartow	FL	33831	Pok	tknowledgepspot1@gmail.com	863-646-9665
Top Flight Electric, Inc.	Hispanic American	05/01/2018	05/01/2020	William Bishop	P.O. BOX 747	EAGLE LAKE	FL	33839	Pok	tmconstruction@rockmail.com	863-559-5868
Unforgetable Occasion, Inc.	African American, Woman Owned	03/02/2018	03/02/2020	Keisha Pickett	3314 Winchester Estates Circle	Lakeland	FL	33810	Pok	biv@topflitelect.com	863-229-5150
Upscale Renovation Services, LLC	Hispanic American, Woman Owned	11/19/2018	11/19/2020	Dailia Balaska	P. O. Box 472	Frostproof	FL	33843	Pok	keisha@pickett.com	813-732-9683
Urban Jungle LLC	Woman Owned	09/12/2018	09/12/2020	Edith Ann Lutz	922 E Fairington Drive	Lakeland	FL	33813	Pok	dhalvarez@upscalesrenovation.net	863-528-6014
Ursula's Campaign Transportation	African American, Woman Owned	09/31/2019	09/31/2021	Ursula Conlan	1292 ENTERPRISE STREET	LAKELAND	FL	33805	Pok	lutz@edfratgandesign.com	863-450-4322
VALIDUS ENGINEERING GROUP LLC	Woman Owned	01/31/2018	01/31/2020	AMY NEIDRINGHAUS	1982 Meadow Oak Circle	Pok City	FL	33886	Pok	ucanringhe@aol.com	305-206-7260



Viewpoint Values, LLC	African American, Woman Owned	02/26/2018	02/26/2020	Lynn Cotter	1861 N Crystal Lake Dr	Lakeland	FL	33801	Polk	areoservices@aol.com	863-417-7015
Warehouse Flooring	Woman Owned	10/14/2019	10/14/2021	Michael Leibenbach	801 Magnolia Ave	Altamonte	FL	32823	Polk	karyn@warehouseflooringla.com	863-966-7777
WATTS CONSTRUCTION, INC.	Woman Owned	07/23/2018	07/23/2020	NICOLE MATIS	4800 WHITE CLAY PIT ROAD	Haines City	FL	33884	Polk	nichwatts@aol.com	863-412-1039
Xcelent Konstr	Veteran	05/22/2018	05/22/2020	Dan edrington	122 East Main St	Lakeland	FL	33801	Polk	lakelandpreservawashing@gmail.com	863-438-6950
Yates, air	Woman Owned	06/11/2019	06/11/2021	Laura Yates	2501 Aburcuck Lane	Hot Springs	FL	33883	Polk	maly23@vizon.net	863-232-7690
YOU'RE BEEN WRAPPED LLC	African American, Woman Owned	01/02/2019	01/02/2021	ANGELA HORTON	852 6th St NW	Winter Haven	FL	33881	Polk	yourebeenwrappedinc@gmail.com	830-455-9865

  

<b>Hardee County</b>											
Annual Addics, Inc	Woman Owned, Veteran	07/02/2018	07/02/2020	Byron Waters	1508 Altman Road	Wauchoila	FL	33873	Hardee	byron@airboataddics.com	863-781-3886
Hardee County Disposal, Inc.	Hispanic American, Woman Owned	07/03/2018	07/03/2020	Sophia Bonjokhan	P O Box 606	Wauchoila	FL	33873	Hardee	stbonjokhan@yahoo.com	863-776-6079
L & V Landscaping or Harvesting	Woman Owned, Hispanic American	12/10/2018	12/10/2020	Elnida Reya	701 S FL AVENUE	WALCHULA	FL	33873	Hardee	indajdc@yahoo.com	863-781-6011
WD Environmental Inc.	Woman Owned	11/28/2018	11/28/2020	Charlote Terrill	1013 Branwood Drive	Wauchoila	FL	33873	Hardee	wdenrync@gmail.com	863-781-5971

  

<b>Okeechobee County</b>											
Aidon Fence Company Inc	Veteran	12/21/2017	12/21/2019	Ross Chambers	1132 N.E. 12th Street	Okeechobee	FL	34972	Okeechobee	reference@hotmail.com	863-763-6255
Big Lake Street Sales, Inc	Woman Owned	09/24/2019	09/24/2021	Carl Courson	1650 Hwy 70 East	Okeechobee	FL	34972	Okeechobee	carlreed@aol.com	561-261-8476
Capstone Development Company Inc	Native American	05/17/2019	05/17/2021	Jeremy Bowers	19790 Reservation Rd NE	Okeechobee	FL	34974	Okeechobee	jeremy@capstonedevelopmentcompanyinc.com	924-817-0587
Florida Equipment and Restoration Inc	Woman Owned	05/08/2019	05/08/2021	Kristen Roy	2310 South Patriot Avenue	Okeechobee	FL	34974	Okeechobee	kristen@fear-us.com	863-783-8700
Grade-Tech Enterprises Inc	Native American, Woman Owned	04/04/2018	04/04/2020	Jany Sweet	701 NE 3RD ST	Okeechobee	FL	34972	Okeechobee	jsweet@gestie.com	863-528-1081
GSCSystems	Woman Owned	05/23/2019	05/23/2021	KKI Gibson	15 Industrial Street, NW	Fort Walton Beach	FL	32548	Okeechobee	bookkeeping@gsystems.net	850-243-8812
Legacy Behavioral Health Center, Inc.	Hispanic American, Woman Owned	02/27/2018	02/27/2020	Alicia Pajaras	304 NW 5th St, Plaza 300	Okeechobee	FL	34972	Okeechobee	legacy@legaptyc.com	772-597-0411
Leisure Line	African American	10/24/2019	10/24/2021	Edward Harris	815 2nd St apt3	Okeechobee	FL	33401	Okeechobee	masocbus@aol.com	860-525-2426
Original Equipment	Woman Owned, Hispanic American	01/16/2016	01/16/2020	Miguel Benitez	415 NE Park st	Okeechobee	FL	34972	Okeechobee	mguel@oprts.com	863-763-9339
Seminole Design-Build, Inc	Native American	03/01/2018	03/01/2020	David Nunez	401 SW 2nd Street	Okeechobee	FL	34974	Okeechobee	dnunez@edebm.com	863-467-1115
Sweet Trucking & Paving, Inc.	Native American	04/04/2019	04/04/2021	James Sweet	P.O. Box 1989	OKEECHOBEE	FL	34973	Okeechobee	sweetstrucking@gmail.com	863-551-5000
The Alarm Company of Okeechobee, Inc.	Woman Owned	04/19/2019	04/19/2021	Gari Stunneer	919 N.W. Park Street	Okeechobee	FL	34972	Okeechobee	hrasmarcos@alarmcompany.com	863-591-2004
UNLIMITED TURF, LLC	Hispanic American	09/24/2018	09/24/2020	Lazaro Caballero	414 S. PatriotAvenue	Okeechobee	FL	34974	Okeechobee	lazaro@unlimitedturf.net	863-591-5700

  

<b>Osceola County</b>											
A RELIABLE LOCK CO.	Hispanic American	10/15/2019	10/15/2021	ANTHONY PAOLLA	2407 BREEMER DRIVE	KISSIMMEE	FL	34743	Osceola	tony@reliablelock.com	407-344-2424
A Reliable Locksmith Co.	Hispanic American	10/15/2019	10/15/2021	Anthony Padilla	2407 Breamer Drive	Kissimmee	FL	34743	Osceola	tony@reliablelock.com	407-344-2424
AEB's Electric, Inc.	Hispanic American	05/23/2019	05/23/2021	Anthony Valentin	866 Duran Ave	Kissimmee	FL	34744	Osceola	contact@abeselectric.com	407-343-0220
Accelerated Partners, LLC	Asian American, Woman Owned	06/12/2019	06/12/2021	Mohandand Raghber	255 East Laketowne Blvd	Kissimmee	FL	34744	Osceola	mohandand_raghber@acceleratedpartners.com	347-996-5671
ADMIRAL STAIR AND RAIL, LLC	Woman Owned	03/13/2018	03/13/2020	Julie Adams	25 E. 13th St. STE 1	Stunt Cloud	FL	34769	Osceola	adamjulie88@yahoo.com	407-592-6636
Airport Contractors Services LLC	Native American, Woman Owned	06/07/2019	06/07/2021	Shirne Wasley	18 Paquam Dr.	Stunt Cloud	FL	34769	Osceola	shirne@accphat.com	407-722-1735
AMERICAN BUS, LLC	Hispanic American	09/25/2018	09/25/2020	Alejandro Andarcia	5825 Lake Lurea Drive	Stunt Cloud	FL	34771	Osceola	am.drywallcontractorshc@gmail.com	321-624-5420
AMERICAN SIGN LANGUAGE SERVICES, Inc.	Hispanic American, Woman Owned	05/16/2020	05/16/2020	Hector Lacera	1491 Fortunata Ct	Kissimmee	FL	34743	Osceola	americanbus@gmail.com	407-485-9158
APX SECURITY and CONVENTION SERVICES INC.	Woman Owned	02/12/2018	02/12/2020	Karrie Berick	3700 Commerce Boulevard	Kissimmee	FL	34741	Osceola	kberick@astservices.com	407-518-7900
Apex Concretions Solutions Inc	Hispanic American	08/16/2019	08/16/2021	JILL MLRPHY	3700 COMMERCE BLVD	KISSIMMEE	FL	34741	Osceola	jm@APEXSECURITYINC.COM	407-546-1435
Applia365 Inc.	Asian American, Woman Owned	10/02/2018	10/02/2020	Sebastian Mascaro	8297 Champlonsgate Blvd	Champlonsgate	FL	33986	Osceola	billing@teamanus.com	407-566-4289
BBB Promotions of Central Florida, LLC	Woman Owned	02/22/2018	02/22/2020	Mimi Freeman	1745 S John Young Pkwy	Kissimmee	FL	34741	Osceola	mimibiz.biz	407-544-1194
Boggy creek, airpool rides	Woman Owned	09/07/2018	09/07/2020	Wendi Jannin	4423 Adition Rd.	St. Cloud	FL	34772	Osceola	wendi@bandpromotions.net	321-824-1696
Boggy Creek at Southport	Woman Owned	11/06/2019	11/06/2021	Margaret Long	2001 S Southport rd	Kissimmee	FL	34746	Osceola	kathy@bcartboats.com	407-344-8550
Boggy creek at southport inc	Woman Owned	11/06/2019	11/06/2021	Margaret Long	2001 E Southport Road	Kissimmee	FL	34746	Osceola	bcartboats@aol.com	407-91-8642
Broway Contracting	Hispanic American	04/27/2018	04/27/2020	Bernie Rodriguez	2201 E Southport Rd	Kissimmee	FL	34746	Osceola	browaycontracting.com	407-933-8622
Buysart Rental	Veteran	06/08/2019	06/08/2021	Christopher Brosius	3067 Bronston Drive	Kissimmee	FL	34747	Osceola	buysartrental@hotmail.com	407-718-4433
Buysart Rental	Woman Owned, Veteran	07/19/2019	07/19/2020	Christina Kingdon	1948 SHILOH BROOK ST	Kissimmee	FL	34771	Osceola	buysartrental@gmail.com	407-247-2937
Central Florida Shell, LLC	Woman Owned	01/17/2018	01/17/2020	Christina Necht	2425 Mangrove Road	St. Cloud	FL	34771	Osceola	atcentralfloridashell.com	407-891-1422
Central Florida Shell, LLC	African American	05/29/2019	05/29/2021	Sharon Worthan	4085 Mangrove Way	Kissimmee	FL	34746	Osceola	sharowd@centralfloridashell.com	813-551-9184
Chari Design LLC	African American, Veteran	08/24/2018	08/24/2020	Maurica Lomax	2370 Eagle Talon Ct	Kissimmee	FL	34746	Osceola	maurica@charidesign.biz	904-372-3285
Chiropractic Trust Corp	Hispanic American	03/06/2018	03/06/2020	Carina Ortega Grasso	335 West Oak Street	Kissimmee	FL	34741	Osceola	dr.cgrasso@gmail.com	407-476-1959
CM ENGINEERING SERVICES FLORIDA PLLC	Hispanic American, Woman Owned	12/03/2020		JOHAN ERAZO	23 S Dillingham Ave	Kissimmee	FL	34741	Osceola	cmengineering@cmspovasive.com	407-483-3572
Coastal Technical Services, L.L.C.	Veteran	07/06/2018	07/06/2020	Jennifer Haffner	1420 Celebration Boulevard	Celebration	FL	34727	Osceola	jehaffner@coastaltechservices.com	407-666-0013
Colonial Medical Supplies	Woman Owned	07/12/2018	07/12/2020	David Brumata	1113 N Central Ave	Kissimmee	FL	34743	Osceola	darid@colonialmed.com	407-646-6465
Contractors Enterprises, Inc.	African American	08/06/2021		Eveyn Bell	616 Crane Drive	Kissimmee	FL	34789	Osceola	contractors.enterprises.inc@gmail.com	850-597-9882
CSC of Central FL, Inc	Veteran	01/19/2019	01/19/2021	Gene Hitebrand	100 e 10th St	Stunt Cloud	FL	34789	Osceola	grythome@aol.com	407-891-2240



Cunningham's Inc	Woman Owned	09/07/2018	09/07/2020	Jean Cunningham	106 Church St	Kissimmee	FL	34741	Osceola	info@cunninghaminc.com	407-846-2332
C&A Aweed, LLC	Woman Owned, African American	06/05/2018	06/05/2020	Crystal Bethae	2717 Eagle Canyon Drive South	Kissimmee	FL	34746	Osceola	info@griversonparanassage.com	407-914-9168
Data Stream Mobile Technologies, Inc.	African American	06/03/2019	06/03/2021	Seem Lee	2200 Oak Hammock Preserve Blvd	Kissimmee	FL	34746	Osceola	slee@dsmtl.net	407-343-1744
DPT CONSTRUCTION, INC	Hispanic American	05/12/2018	05/17/2020	HECTOR J ESPITA	2128 RANDAL WAY	KISSIMMEE	FL	34744	Osceola	dpt-construction@msn.com	407-486-5333
DLTECK, LLC	Hispanic American, Veteran	02/28/2019	02/26/2021	Rafael Gueez	3730 RANDAL WAY	Kissimmee	FL	34743	Osceola	rfael@dlteckusa.com	407-491-9226
Excel 4 LLC	African American	03/13/2019	03/13/2021	Chao Davis	P O Box 420184	Kissimmee	FL	34742	Osceola	excel4llc@yahoo.com	407-480-9976
Excel 4 LLC	Hispanic American	03/13/2019	03/13/2021	Chao Davis	P O Box 420184	Kissimmee	FL	34742	Osceola	excel4llc@yahoo.com	407-480-9976
FLORIS-GARCIA MARIA LLC	Woman Owned, Veteran	01/14/2019	01/14/2021	Maria Flores Garcia	2900 Oak Hammock Preserve Blvd	Kissimmee	FL	34746	Osceola	floridal259w@gmail.com	407-591-2670
Florida Fresh Start, LLC	Woman Owned	09/30/2019	09/30/2021	Raywat Koch	1417 Smith Street	Kissimmee	FL	34741	Osceola	fordfreshstart@gmail.com	407-346-7365
Gemling Solutions, LLC	Hispanic American, Woman Owned	07/18/2019	07/18/2021	Hayde Rodriguez	1314 Smith Street	Kissimmee	FL	34744	Osceola	hayde@gemling.us	401-569-1140
GI Money LLC	Hispanic American	10/08/2018	10/08/2020	Javier Rodriguez	3280 Hawks Nest Dr	Kissimmee	FL	34741	Osceola	javier@dlbu.com	407-665-7559
global construction enterprises	African American, Woman Owned, Veteran	05/21/2019	05/21/2021	CLARENCE DUNKLEY	1128 E Donegan Ave	Kissimmee	FL	34744	Osceola	globalconstructionenterprises@yahoo.com	407-908-5505
Grizzly Construction Enterprises, Inc.	Woman Owned	09/12/2018	09/12/2020	Jamee Carr	1698 Ivor ridge loop	Kissimmee	FL	34744	Osceola	jamee@grzzyconstruction.net	407-383-5146
Harmony Environmental, Inc.	Hispanic American	04/29/2019	04/29/2021	Michelle Chambers	3382 Cal Brer Trail	Harmony	FL	34773	Osceola	michelle@harmony-environmental.com	407-466-7889
HelicalWork, Inc	Woman, African American	07/02/2019	07/02/2021	Dwight Bailey	3774 Marista Way	St Cloud	FL	34772	Osceola	dwightbailey@helicalwork.com	407-506-8889
Hope Clinical Research, LLC	Hispanic American	10/02/2018	10/02/2020	Rose-Marie Avolio	403 W Oak Street	Kissimmee	FL	34741	Osceola	ravolio@hopesclinical.com	407-835-0064
Hope Services and Maintenance Inc.	Hispanic American, Woman Owned	11/07/2018	11/07/2020	Rose-Marie Avolio	1141 W. Columbia Ave	Kissimmee	FL	34741	Osceola	ravolio@hopesinc.com	321-442-2593
IM Environmental Compliance Inc	Woman Owned, Veteran	05/09/2019	05/09/2021	Michelle Chambers	3382 Cal Brer Trail	Harmony	FL	34773	Osceola	michelle@imenvironmental.com	407-466-7889
Indy Interpating Inc	Hispanic American, Woman Owned	03/08/2018	03/08/2020	Indra Vega	517 Bryan St	Kissimmee	FL	34741	Osceola	indy.vega@mycgroup.com	727-697-3167
J Herbert Corporation	Woman Owned	01/29/2018	01/29/2020	Mark Seavey	1751 S. John Young Parkway	Kissimmee	FL	34741	Osceola	mark@herbertcorp.com	800-255-0588
Kathryn Painting LLC	African American, Woman Owned, Veteran	10/08/2019	10/08/2021	Katia Jones	4688 Huron Bay Circle	Kissimmee	FL	34759	Osceola	kathy@kathypainting@gmail.com	407-591-0581
LFT apparel	Veteran	01/04/2018	01/04/2020	Raines Ortiz	2942 Spring Breeze Way	Kissimmee	FL	34744	Osceola	lftapparel@aol.com	407-394-6185
Logic Illumination, LLC	Hispanic American	02/23/2018	02/23/2020	Carlos Torres	3900 Commerce Blvd	Kissimmee	FL	34741	Osceola	info@logicenergy.net	407-906-0126
mco really	African American	03/28/2018	03/28/2020	Ibanoussa Charif	1420 Celebration Blvd Ste 200	Celebration	FL	34747	Osceola	mconality@gmail.com	407-479-0601
Melentres Realty, LLC	Hispanic American, Veteran	01/22/2019	01/22/2021	Julius Melendez	1203 Florida Avenue	St Cloud	FL	34789	Osceola	julius@melentres.com	407-729-1640
Mission Coffee Inc	Veteran	02/19/2019	02/19/2021	Kelsey Morris	1742 E Jno Bronson Mem Hwy	St. Cloud	FL	34771	Osceola	kelsey@thomsoncoffee.com	407-488-2082
Nadco Engineering Services	African American, Woman Owned	03/04/2019	03/04/2021	Eza Nnadi	1101 Miranda Lane Suite #131	Kissimmee	FL	34741	Osceola	naedc@nadcoinc.com	407-452-4771
On Point Surveying, Inc.	Hispanic American	08/26/2019	08/26/2021	Douglas Negron-Benros	2550 Egret Loop	Kissimmee	FL	34743	Osceola	douglas_negron@on-pointsurveying.com	407-889-8102
Oscoda Woman Magazine INC	Woman Owned	04/11/2019	04/11/2021	Jana Thredgill	PO BOX 701844	St Cloud	FL	34770	Osceola	thredgill@oscodawoman.com	407-891-9771
Otero Consulting Group LLC	Hispanic American	02/20/2019	02/20/2021	Dr. Jose Otero	1420 CELEBRATION BLVD - SUITE	CELEBRATION	FL	34747	Osceola	financo@astotero.com	813-494-8602
Palm K9 & Security Services INC	Veteran	09/04/2019	09/04/2021	Michael Trainor	5724 W rto bronson memorial hwy	Kissimmee	FL	34746	Osceola	info@palmsecurityservices.com	407-394-1276
Paloma Services, LLC	Woman Owned	10/03/2019	10/03/2021	JULIE TAYES	3275 S John Young Pkwy Ste 203	Kissimmee	FL	34746	Osceola	jayesjulie@yahoo.com	407-744-3909
Platinum Services Group, LLC	Hispanic American	09/11/2018	09/11/2020	Rene LaPorte	52 Riley Road	Celebration	FL	34747	Osceola	rene@psgllc.com	321-284-8889
Preslife Consultants, LLC	Hispanic American, Veteran	02/12/2018	02/12/2020	Julius Melendez	1203 Florida Avenue	Osceola	FL	34789	Osceola	julius@thepreslifeconsultants.com	407-729-1640
PRINT PROFESSIONALS INC.	Hispanic American	12/20/2018	12/20/2020	JAVIER MALDONADO	884 DUNCAN AVE.	KISSIMMEE	FL	34744	Osceola	printproforjda@gmail.com	321-732-8620
Redesem Printing, Inc.	Woman Owned, Hispanic American	08/13/2018	08/13/2020	Ivani Grippi	11 W. Darlington Avenue	Kissimmee	FL	34741	Osceola	info@redesemprinting.com	407-870-0010
RHMC Int'l Business Consulting LLC	Woman Owned	03/14/2019	03/14/2021	Roberta Monsarino Reed	4774 San Remo Road #581322	Kissimmee	FL	34758	Osceola	rreed@mhbcintl.com	407-201-8975
ROHEVA REALTY GROUP, LLC	Hispanic American	02/18/2019	02/19/2021	Jose Rohera Jr.	120 Broadway, Suite#205	Kissimmee	FL	34741	Osceola	joer@oherevarealtygroup.com	407-539-4488
Rujert's Services of Florida LLC	Hispanic American	08/22/2019	08/22/2021	Rey Rubio	4711 WALTERCRESS STREET	KISSIMMEE	FL	34758	Osceola	rujertservices@tdmll.com	407-944-0475
S. L. of Oscoda, Inc.	Woman Owned	03/27/2019	03/27/2021	Deborah Segler	P O Box 701336	St Cloud	FL	34747	Osceola	dslegler@seglertofl.com	407-957-3478
Serving Children and Reaching Families, LLC	Woman Owned, African American	05/03/2019	05/03/2021	Patrina Lawrence	1975 S. John Young Parkway	Kissimmee	FL	34741	Osceola	scarl_fordla@gmail.com	321-800-1957
Strong Logistics International, LLC	Veteran	07/02/2018	07/02/2020	Mark Ferris	7406 Deveraux St.	Reunion	FL	34747	Osceola	mark.ferris@spartanlogistics-llc.com	407-555-6158
Strang Value Svc, LLC	Hispanic American	07/11/2018	07/11/2020	Adrianna Perez	1006 Verona Street	Kissimmee	FL	34741	Osceola	strangvalueervices@aol.com	407-432-0540
The HVAC-R Training School, LLC	Hispanic American	03/20/2019	03/20/2021	Antonio Cruz	1272 South John Young Parkway	Kissimmee	FL	34741	Osceola	acruz@crvzstl.com	407-530-9951
Total Body Training, LLC	Woman Owned	04/18/2018	04/18/2020	Lauren Hodges	3187 Maple Run	Kissimmee	FL	34744	Osceola	lauren@totalbodytraining@gmail.com	407-963-5654
Tacea Enterprises, LLC	Woman Owned	07/31/2019	07/31/2021	Kelly Trues	1327 Hancock Circle	St Cloud	FL	34789	Osceola	kelly@tacea.com	407-908-8228
Trans V/P Solutions, Inc.	Hispanic American	08/29/2018	08/29/2020	Juno Izquierdo	1970 E. Oscoda Pkwy.	Kissimmee	FL	34743	Osceola	transvpr@ttransl.com	407-485-8884



Triangle Construction Inc.	Hispanic American, Woman Owned	07/13/2018	07/13/2020	Jamie Palma	5250 Giron Circle	Kissimmee	FL	34738	Osceola	jpalma@tcfm.com	407-201-8271
Tuff Cut LLC	Hispanic American	03/18/2019	03/18/2021	Eliud Perez	205 Carriebury Ct	Kissimmee	FL	34758	Osceola	Tuffcut77@gmail.com	407-350-0219
Utility Field Services, Inc.	Veteran	01/09/2018	01/09/2020	Mark D Caldwell	4417 13th Street	Smart Cloud	FL	34789	Osceola	mark_caldwell@utfs.us	321-287-9942
UtopiaLake Enterprises, LLC	Veteran, Hispanic American	08/09/2018	09/05/2020	Marcos Rivera	5561 Sycamore Canyon Dr	Kissimmee	FL	34758	Osceola	marcos_rivera@utopialake.com	407-433-9255
Veebic dba of Proly Management Group, LLC	Hispanic American	11/21/2017	11/21/2019	Efran Rodriguez	2450 Smith Street	Kissimmee	FL	34744	Osceola	rodriguez@veebic.com	888-474-2999
Victory Strategies LLC	Veteran	05/28/2019	05/28/2021	Jacob Workman	3152 Via Palma Lane	Kissimmee	FL	34744	Osceola	Jacob@victory-strategies.com	315-243-2321
WYMAN TILE INC.	Woman Owned	08/05/2018	08/05/2020	Michael Wynn	2450 SMITH STREET SUITE F	KISSIMMEE	FL	34744	Osceola	MITZYWYNN@AOL.COM	407-241-8006
<b>Charlotte County</b>											
Access Associates Inc	Woman Owned	11/09/2018	11/09/2020	Susan Butler	470 Coral Creek Dr	Cape Haze	FL	33946	Charlotte	susan@kay-atccas.com	941-562-5935
Alma Electric, LLC	Hispanic American	03/12/2019	03/12/2021	Ernesto Alma	211 Tall Terrace	Port Charlotte	FL	33952	Charlotte	almaelectric@yahoo.com	941-979-0570
Compu-Imaging, Inc.	Woman Owned	02/12/2019	02/12/2021	Sharon Wild	28100 Challenger Blvd	Punta Gorda	FL	33982	Charlotte	sharon@compu-imaging.com	941-213-4468
Del Sur Services Inc	Hispanic American	05/16/2018	05/16/2020	Sharla Garcia	5600 Bonoce Road	Punta Gorda	FL	33982	Charlotte	sharla@delourservicesinc.com	239-557-6041
Florida Transportation Engineering Inc	Asian American	06/05/2019	06/05/2021	Ravi Desai	8250 Pascal Drive	Punta Gorda	FL	33950	Charlotte	ravi@ftenc.net	800-535-4851
General Contracting Services, Inc	Woman Owned	12/19/2017	12/19/2019	JEAN MARIE	po box 630	Bledsoe	FL	33946	Charlotte	jean@general.com	941-687-2047
Gulf Coast Tile & Marble, Inc.	Woman Owned	09/18/2019	09/18/2021	Teri Coats	218 Tall 18 SE	Port Charlotte	FL	33952	Charlotte	gcoats@cmarsa.net	941-561-7473
Kit-Care Services, Inc.	Hispanic American	09/19/2019	09/19/2020	Gary Kiser	10297 Hallensale Drive	Port Charlotte	FL	33951	Charlotte	gary@kit-care.com	941-785-5184
M & R Auto Center Inc.	African American	06/28/2018	06/28/2020	Michelle Gray	1223 Enterprise Drive Unit #7	Port Charlotte	FL	33953	Charlotte	m.r.auto@comcast.net	941-785-6121
Milestone Painting LLC	Woman Owned	09/20/2018	09/20/2020	Carlen Pluhu	16443 Beechess Dr	Punta Gorda	FL	33953	Charlotte	Milestonepainting@yahoo.com	239-945-7987
Pecan Tree Development LLC	African American, Woman Owned	05/15/2018	05/15/2020	Jacqueline Conn	13982 Naylor Avenue	Port Charlotte	FL	33981	Charlotte	butlrte13@gmail.com	410-888-6679
SW Premier Products LLC	Woman Owned	01/29/2019	01/29/2021	Sharon Wild	28100 Challenger Blvd #108	Punta Gorda	FL	33982	Charlotte	sharon@swpremierproducts.com	941-275-6677
Symbiont Service Corporation	Woman Owned	10/23/2019	10/23/2021	Sandy King	4372 N. Access Rd	Englewood	FL	34224	Charlotte	permi@symbiontservice.com	800-881-4328
The Ecology Group, Inc.	Woman Owned	01/11/2018	01/11/2020	Dorothy Zylko	P O Box 512956	Punta Gorda	FL	33951	Charlotte	ecologygroup@earthmail.com	941-538-4011
United Family Baking	Woman Owned	04/27/2018	04/27/2020	Theresamie Levi	3151 Cooper ST	PUNTA GORDA	FL	33950	Charlotte	NINOSITALANBAKERY@YAHOO.COM	941-533-8912
W E FALK BOOKS, INC	Woman Owned	06/10/2019	06/10/2021	LINDA MIKULAS	141 PECKHAM STREET S E	PORT CHARLOTTE	FL	33952-	Charlotte	wefalkbooks@aol.com	941-591-5724
Walkers Service Inc.	Woman Owned	06/18/2019	06/18/2021	Lisa Walker	8620 Riverdale Drive	Punta Gorda	FL	33982	Charlotte	Lisa@WalkersServiceFL.com	941-718-0729
WATCOMBE INDUSTRIES	Woman Owned, Veteran	07/11/2019	07/11/2021	James Hemingway	3280-55a T Amelium Trail	Port Charlotte	FL	33952	Charlotte	healthymarketmarket@gmail.com	888-672-2781
<b>Glades County</b>											
C & L EXCAVATING, INC.	Woman Owned	06/11/2018	06/11/2020	CAROLYN CLARK	215 E STATE ROAD 78	MOORE HAVEN,	FL	33471	Glades	carolyn@embarqmail.com	863-946-6646
Cal. Excavating Inc	Woman Owned	06/11/2018	06/11/2020	Carlyn Clark	1033 E SR 78 & Honshu Lane	Lake Port	FL	33471	Glades	carolyn@embarqmail.com	863-946-6664
<b>De Soto County</b>											
Construction Consultants Plus Inc	Woman Owned	05/09/2018	05/09/2020	JOY REARCON	12538 SW Kingsway Circle	Lake Suzy	FL	34289	DeSoto	constructionconsultantsplus@gmail.com	863-381-2170

Addenda Receipt Acknowledgment

Addendum No.	Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractors List

The following are Subcontractors to be employed by the Contractor:

Name	Description of Work
_____	_____
_____	_____
_____	_____

Manufacturers List

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

Name	Description of Materials and Equipment
_____	_____
_____	_____



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CHANGE ORDER NO. \_\_\_\_\_

Project No. \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_

Project Address \_\_\_\_\_

Contractor \_\_\_\_\_

Change Ordered:

Reason for Change Order:

CONTRACT AMOUNT

Original Contract Amount \$ \_\_\_\_\_

Previous Change Orders \$ \_\_\_\_\_

Change Order Addition \$ \_\_\_\_\_

Change order Deduction \$ \_\_\_\_\_

Revised Contract Amount \$ \_\_\_\_\_

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Owner (City/County) Date

\_\_\_\_\_  
Engineer Date

\_\_\_\_\_  
Grant Administrator Date