



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION AGREEMENT**

This Contract, entered into this 24th day of May, 2022 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and American Construction Services, Inc. of Tampa, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

ADA BUS STOP IMPROVEMENT – PHASE III – RE-BID

ITB NO. 22-CG0064/DK

HERNANDO COUNTY, FLORIDA

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1.01.1 The Contract Documents for Bid No. 22-CG0064/DK consist of the following:

Solicitation-Offer-Award (Cover Page)	Scope and Specifications (Section VI)
Advertisement of Bid (Section I)	Bid Form (Section VII)
Solicitation Instructions (Section II)	Required Forms and Certifications (Section VIII)
General Conditions (Section III)	Construction Agreement and Required Documents After Award (Section IX)
Special Conditions (Section IV)	Reference Documents (Section X)
Supplementary Conditions for Federal/State Requirements (Section V)	Exhibit A – General Requirements and Technical Specifications Exhibit B – Plans/Drawing

All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Bid
 2. Documentation submitted by Vendor/Contractor after the Notice of Award:
 - a. Insurance Certificate
 - b. Payment and Performance Bond
- 1.02 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
 2. Change Order(s)
- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

ARTICLE 2 - THE ENGINEER

- 2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Brian Malmberg, Coastal Engineering Associates, Inc.**, for the plans and specifications. **Jannina Elkin, Hernando County Planning Department** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to

Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

3.01.1 All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

3.02.1 Vendor/Contractor Agrees that the work will be substantially complete within **one hundred thirty-three (133)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **one hundred sixty-three (163)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **nine hundred sixty-four (\$964.00)**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

4.01.1 For all work other than Unit Price Work, a Lump Sum of:

Three Hundred Seventy-One Thousand, Six Hundred Fifty-One and 37/100	(\$ <u>371,651.37</u>)
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

4.01.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

UNIT PRICE WORK

ITEM NO.	DESCRIPTION			UNIT	QTY	UNIT PRICE	AMOUNT
PART I: GENERAL CONDITIONS							
1	Mobilization			LS	1	\$ 100.00	\$ 100.00
2	Bond & Insurance			LS	1	\$ 9,055.00	\$ 9,055.00
3	Survey Layout/As-built			LS	1	\$ 100.00	\$ 100.00
4	Pre/Post Video			LS	1	\$ 100.00	\$ 100.00
5	Erosion Sediment Control (Include NPDES Permitting Report/NOT)			LS	1	\$ 100.00	\$ 100.00
PART I -TOTAL							\$ 9,455.00
PART II: BUS STOP IMPROVMENTS - IN ACCORDANCE WITH PLANS PREPARED BY COASTAL ENGINEERING ASSOCIATES							
ITEM NO.	BUS STOP NO.	ON STREET	CROSS STREET	UNIT	QTY	UNIT PRICE	AMOUNT
1	110	California St.	Trails End Rd.	LS	1	\$ 20,416.00	\$ 20,416.00
2	111	California St.	Sandusky St.	LS	1	\$ 40,211.40	\$ 40,211.40
3	114	California St.	Forzando Ave.	LS	1	\$ 22,759.20	\$ 22,759.20
4	115	California St.	Sandusky St.	LS	1	\$ 14,152.00	\$ 14,152.00
5	124	Cortez Blvd.	Emerald Sprgs.	LS	1	\$ 7,021.77	\$ 7,021.77
6	126	Cortez Blvd.	Ft Dade Ave.	LS	1	\$ 11,194.00	\$ 11,194.00
7	139	Cortez Blvd.	Coastal Blvd.	LS	1	\$ 15,857.20	\$ 15,857.20
8	156	Deltona Blvd.	Chase S.t	LS	1	\$ 5,794.20	\$ 5,794.20
9	180	Howell Ave.	Kelly St.	LS	1	\$ 5,713.00	\$ 5,713.00
10	186	Mariner Blvd.	Quality Dr.	LS	1	\$ 13,369.00	\$ 13,369.00
11	192	Mariner Blvd.	Madeira St.	LS	1	\$ 4,367.40	\$ 4,367.40
12	196	Mariner Blvd.	Chalmer St.	LS	1	\$ 1,206.40	\$ 1,206.40
13	201	Mariner Blvd.	Elgin Blvd.	LS	1	\$ 3,062.40	\$ 3,062.40
14	202	Mariner Blvd.	Seagate St.	LS	1	\$ 4,663.20	\$ 4,663.20
15	233	MLK Ave.	Hale Ave.	LS	1	\$ 52,136.20	\$ 52,136.20
16	245	Ponce De Leon Blvd.	Ward Ave.	LS	1	\$ 22,521.40	\$ 22,521.40
17	247	Ponce De Leon Blvd.	Paratransit	LS	1	\$ 14,981.40	\$ 14,981.40
18	248	Ponce De Leon Blvd.	Youth Dr.	LS	1	\$ 45,796.80	\$ 45,796.80
19	256	Spring Hill Dr.	Cobblestone Dr.	LS	1	\$ 4,158.60	\$ 4,158.60
20	271	Spring Hill Dr.	Deering Ave.	LS	1	\$ 1,415.20	\$ 1,415.20

ITEM NO.	BUS STOP NO.	ON STREET	CROSS STREET	UNIT	QTY	UNIT PRICE	AMOUNT
21	282	Spring Hill Dr.	Linden Dr.	LS	1	\$ 1,508.00	\$ 1,508.00
22	289	Spring Hill Dr.	Markham Dr.	LS	1	\$ 7,592.20	\$ 7,592.20
23	291	Spring Hill Dr.	Kass Circle	LS	1	\$ 19,459.00	\$ 19,459.00
24	292	Spring Hill Dr.	Garrett Ave.	LS	1	\$ 15,080.00	\$ 15,080.00
25	300	Spring Hill Dr.	Linden Dr.	LS	1	\$ 2,540.40	\$ 2,540.40
26	104	Bayfront Health		LS	1	\$ 5,220.00	\$ 5,220.00
PART II - TOTAL							\$ 362,196.37
TOTAL PARTS I - II							\$ 371,651.37

ESTIMATED TOTAL OF ALL UNIT PRICE WORK \$ Three Hundred Seventy-One \$(371,651.37)
 Thousand, Six Hundred Fifty-One
 and 37/100
 _____ (use words) (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

5.01.1 Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor’s Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by Owner Designated Representative’s recommendation of payment in accordance with Paragraph 59.7.1, Owner

shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

- 5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

- 6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

- 7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

- 7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- 7.01.2** Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- 7.01.3** Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4** Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5** Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.01.6** Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.01.7** Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
- 7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

- 8.01** Terms:

- 8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

- 8.02** Assignment of Contract:

- 8.02.1** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

8.03.1 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Three Hundred Seventy-One Thousand, Six Hundred Fifty-One and 00/100 Dollars (\$371,651.37) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR/CONTRACTOR
AMERICAN CONSTRUCTION SERVICES, INC. OF TAMPA

By: STEVE CHAMPION

By: Carla D. Boyce

Title: CHAIRMAN

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Heidi Kruppe, Deputy Clerk

Carl M. Aldridge, Jr.

for Attest: Douglas A. Chorvat, Jr.

Attest: Carl M. Aldridge, Jr.

Title: Clerk of Circuit Court & Comptroller

Title: Vice President

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

719 S. 50th St.

Brooksville, FL 34604

Tampa, FL 33619

Agent for service of process:

Carl M. Aldridge, Jr.

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 22-CG0064/DK	SOLICITATION TITLE: ADA BUS STOP IMPROVEMENT - PHASE III - RE-BID	DATE ISSUED FEBRUARY 16, 2022	CONTRACT NO: 22-CG0064/DK
ISSUED BY BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DR. BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer	

SOLICITATION


SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604, UNTIL 3:00 P.M., LOCAL TIME ON MARCH 30, 2022. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 3:00 P.M. ON MARCH 30, 2022. PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the ADA BUS STOP IMPROVEMENT - PHASE III - RE-BID, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. (SEE ATTACHED SPECIFICATIONS)	x	XXXXX	XXXXXXXXXX	<u>\$ 371,651.37</u>

OFFER

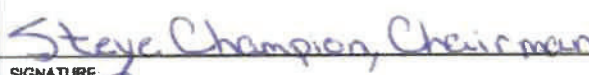
(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: <u>N/A</u> % 10 CALENDAR DAYS <u>N/A</u> % 20 CALENDAR DAYS <u>N/A</u> % <u>N/A</u> CALENDAR DAYS	
BIDDER'S INFORMATION American Construction Services, Inc. of Tampa <small>Company Name</small> 719 S. 50th St <small>Address</small> Tampa FL 33619 <small>City State Zip Code</small> (813)-247-1419 (813)-247-7708 carimaldridge@americancsicom <small>Phone Number Fax Number Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER BIDDER'S SIGNATURE  Vice President OFFER DATE 3/25/2022

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 2/4/22	LR NO.: 2022-57	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: Hernando County Planning and Zoning Department 1653 Blaise Dr. Brooksville, FL 34601		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE
		AWARD DATE: 5-24-2022

SECTION VII - BID FORM**BID FORM****FOR****ITB NO. 22-CG0064/DK – ADA BUS STOP IMPROVEMENT - PHASE III - RE-BID**

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total Bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract.

PART I – GENERAL CONDITIONS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$100.00	\$100.00
2	Bond & Insurance	LS	1	\$9,055.00	\$9,055.00
3	Survey Layout/As-built	LS	1	\$100.00	\$100.00
4	Pre/Post Video	LS	1	\$100.00	\$100.00
5	Erosion Sediment Control (Include NPDES Permitting Report/NOT)	LS	1	\$100.00	\$100.00

TOTAL PART I: \$9,455.00

PART II – BUS STOP IMPROVEMENTS – IN ACCORDANCE WITH PLANS PREPARED BY COASTAL ENGINEERING ASSOCIATES

ITEM NO.	BUS STOP NO.	ON STREET	CROSS STREET	UNIT	QTY	UNIT PRICE	AMOUNT
1	110	California St.	Trails End Rd.	LS	1	\$20,416.00	\$20,416.00
2	111	California St.	Sandusky St.	LS	1	\$40,211.40	\$40,211.40
3	114	California St.	Forzando Ave.	LS	1	\$22,759.20	\$22,759.20
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5	124	Cortez Blvd.	Emerald Sprgs.	LS	1	\$7,021.77	\$7,021.77
6	126	Cortez Blvd.	Ft Dade Ave.	LS	1	\$11,194.00	\$11,194.00
7	139	Cortez Blvd.	Coastal Blvd.	LS	1	\$15,857.20	\$15,857.20
8	156	Deltona Blvd.	Chase S.t	LS	1	\$5,794.20	\$5,794.20

American Construction Services, Inc. of Tampa
Company Name

Carl M. Aldridge, Jr.
Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - BID FORM (CONTINUED)**BID FORM****FOR****ITB NO. 22-CG0064/DK - ADA BUS STOP IMPROVEMENT - PHASE III - RE-BID****PART II - BUS STOP IMPROVEMENTS - IN ACCORDANCE WITH PLANS PREPARED BY COASTAL ENGINEERING ASSOCIATES (CONTINUED)**

ITEM NO.	BUS STOP NO.	ON STREET	CROSS STREET	UNIT	QTY	UNIT PRICE	AMOUNT
9	180	Howell Ave.	Kelly St.	LS	1	\$5,713.00	\$5,713.00
10	186	Mariner Blvd.	Quality Dr.	LS	1	\$13,369.00	\$13,369.00
11	192	Mariner Blvd.	Madeira St.	LS	1	\$4,367.40	\$4,367.40
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13	201	Mariner Blvd.	Elgin Blvd.	LS	1	\$3,062.40	\$3,062.40
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16	245	Ponce De Leon Blvd.	Ward Ave.	LS	1	\$22,521.40	\$22,521.40
17	247	Ponce De Leon Blvd.	Paratransit	LS	1	\$14,981.40	\$14,981.40
18	248	Ponce De Leon Blvd.	Youth Dr.	LS	1	\$45,796.80	\$45,796.80
19	256	Spring Hill Dr.	Cobblestone Dr.	LS	1	\$4,158.60	\$4,158.60
20	271	Spring Hill Dr.	Deering Ave.	LS	1	\$1,415.20	\$1,415.20
21	282	Spring Hill Dr.	Linden Dr.	LS	1	\$1,508.00	\$1,508.00
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25	300	Spring Hill Dr.	Linden Dr.	LS	1	\$2,540.40	\$2,540.40
26	104	Bayfront Health		LS	1	\$5,220.00	\$5,220.00

TOTAL PART II: \$362,196.37TOTAL BASE BID (PART I AND II): \$371,651.37TOTAL BASE BID (in words): Three Hundred Seventy-One Thousand Six Hundred Fifty-One 37/100 DOLLARSAmerican Construction Services, Inc. of Tampa
Company NameCarl M. Albridge, Jr.
Authorized Signature**This document must be completed and returned with your Submittal.**

SECTION VII - BID FORM Continued

BID SUBMISSION

FOR

ITB NO. 22-CG0064/DK – ADA BUS STOP IMPROVEMENT - PHASE III - RE-BID

The Board of County Commissioners
Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, Plans and Specifications and other Contract Documents, with the Bond Requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the:

ADA BUS STOP IMPROVEMENT – PHASE III – RE-BID

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Agreement and all other documents related thereto on file in the Office of the Hernando County Purchasing and Contracts Department and if awarded the Contract, to complete said work within the time limits specified for their Bid price.

American Construction Services, Inc. of Tampa
COMPANY NAME

719 S. 50th St
MAILING ADDRESS

Tampa, FL 33619
CITY, STATE AND ZIP CODE

Carl M. Aldridge, Jr.
AUTHORIZED SIGNATURE

Carl M. Aldridge, Jr. VP
CONTACT PERSON (Name) (Title)

Carl M. Aldridge, Jr. Vice President
NAME (Print)

(813)-247-1419 (813)-247-7708 carlmaldridgejr@americancsi.com
TELEPHONE NO. – FAX NO. - EMAIL ADDRESS

Inquiries regarding this Invitation for Bid may be directed to Diane Kafrissen, Purchasing Agent II, at telephone number 352-754-4020 or email purchasing@hernandocounty.us with a copy to Dkafrissen@hernandocounty.us .

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

This document must be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 2**

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (current version), hereby certify that,
(print or type name of firm) American Construction Services, Inc. of Tampa

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Carl M. Aldridge, Jr.
 Authorized Signature
3/25/2022
 Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 25th day of March, 2022

Personally known X or Produced Identification _____
(Specify Type of Identification)

Ralph K. Byrd, III
Signature of Notary

My Commission Expires: 06/06/2025

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 3**

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO
COUNTY EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

American Construction Services, Inc. of Tampa, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said Bid/Proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

Carl M. Aldridge, Jr.
Affiant

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th day of March, 2022

by Carl M. Aldridge, Jr., who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: Ralph R. Boyce, III
My Commission Expires: 06/06/2025



*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 4**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (current version), IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

_____ County of Hernando _____

by Carl M. Aldridge, Jr. Vice President
[print individual's name and title]

for American Construction Services, Inc. of Tampa
[print name of entity submitting sworn statement]

whose business address is 719 S. 50th St. Tampa, FL 33619

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2549496
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Carl M. Aldridge, Jr. 3/25/2022
[signature] [date]

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Carl M. Aldridge, Jr. who, after first being
[Name of Individual Signing]

sworn by me, affixed his signature in the space provided above on this

25TH day of March. Ralph H. Boyle, III
NOTARY PUBLIC

My commission expires: 06/06/2025



This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 5
AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name	<u>Carla D. Boyce</u>	Title	<u>President</u>	Phone No	<u>(813)-690-9615</u>
	<u>Carl M. Aldridge, Jr.</u>		<u>Vice President</u>		<u>(813)-690-9602</u>
	<u>Robert A. Glover</u>		<u>Vice President</u>		<u>(813)-240-0329</u>
	<u>Ralph R. Boyce, III</u>		<u>Project Manager</u>		<u>(813)-312-9911</u>

Carl M. Aldridge, Jr.
(Signature)

Vice President
(Title)

Carl M. Aldridge, Jr.
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with the Bid or proposal:

Type of Organization

Sole Proprietorship Partnership
 Joint Venture Corporation

State of Incorporation: Florida

Federal I.D. is 59-2549496

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 6**

VENDOR/CONTRACTOR INFORMATION

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following Vendor/Contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification Number: 59-2549496

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: American Construction Services, Inc. of Tampa

Mailing Address: 719 S. 50th St

City Tampa State FL Zip 33619

Telephone No. (813)-247-1419 Fax No. (813)-247-7708

Web Address: www.americancsi.com Email: carlmaldridgejr@americancsi.com

Commodity or Service Supply: Concrete/General Contracting

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.

() Please check this box if you accept the ACH electronic payment method.
(Recommended and Preferred)

Signature: Carl M. Aldridge, Jr.

Name & Title Printed: Carl M. Aldridge, Jr. Vice President

This document should be completed and returned with your Submittal.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Construction Services, Inc. of Tampa</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 719 S. 50th Street</p> <p>6 City, state, and ZIP code Tampa, Florida 33619</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
--	--	---

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
5	9	-	2	5	4	9	4	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <u>Carla D. Boyce</u>	Date ▶ <u>March 7, 2022</u>
------------------	--	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SECTION VIII
ATTACHMENT 7**

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

_____ HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS _____

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? YES NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

[Date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who, after first being Sworn by me, affixed his signature in the space provided above on this _____ Day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

SECTION VIII
ATTACHMENT 8
HERNANDO COUNTY
E-VERIFY CERTIFICATION

Bid/Contract No 22-CG0064/DK - ADA Bus Stop Improvement - Phase III - Re-bid

Financial Project No(s): _____

Project Description: Re/Construction of ADA Bus Pads.

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: American Construction Services, Inc. of Tampa

Authorized Signature: *Carl M. Aldridge, Jr.*

Print Name: Carl M. Aldridge, Jr.

Title: Vice President

Date: 3/25/2022

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 9**

**CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE
REQUIREMENTS**

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of two (2) references. Required format for references is provided at the end of this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

- Project at substantial completion or completed within the last seven (7) years.
- Constructed value of at least \$343,942.00.
- Similar in size and scope to the ADA Bus Stop Improvement – Phase III – Re-Bid.

B. KEY SUBCONTRACTORS:

Each Bidder must submit with its response a list of Sub-Contractors who will perform the work in each of the following categories ("Key Sub-Contractors"). List the name of the proposed Sub-Contractor, or "Bidder" if the Bidder will perform the work, after each work category:

- (1) Sidewalk Construction Doan Construction
- (2) Detectable Warnings Doan Construction
- (3) Raised Curb Doan Construction

C. LICENSES:

The Bidder must be a registered to do business in the State of Florida. All Bidder's and/or Sub-Contractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all Sub-Contractors identified herein.

Classification Issuing Government License Issue Date Number

American Construction Services, Inc. of Tampa - CGC009850

Doan Construction - M06000006118

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team identifying specific responsibilities of Bidder and Sub-Contractors.



ATTACHMENT 9 Continued

E. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working project manager/ superintendent on a minimum of two projects, similar in size and scope to the ADA Bus Stop Improvement – Phase III – Re-Bid, within the past seven (7) years.

F. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:

Bidder must demonstrate Bidder's/Key Sub-Contractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided,

1) Document prior experience in construction of ADA Bus Stop Improvements.

Our company has/had numerous contracts where we have installed over 1000+ ADA compliant Bus pads, landings, ramps, curbs, and sidewalks.
All those projects have been with neighboring Transit Authorities.

This document should be completed and returned with your Submittal.

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ATTACHMENT 9 Continued**REFERENCE 1**

Reference Business/Owner Name	Hillsborough Area Regional Transit Authority
Reference Contact Person	Dan Rodriguez
Reference Address	1201 E 7th Ave Tampa, FL 33605
Reference Phone No.	(813)-309-1616
Reference Email Address	RodriguezD@gohart.org
Project Name	UATC Sidewalk Improvements
Project Location	University, FL
Contractor Project Manager	Brian K. Gibson & Ralph R. Boyce, III
Site Superintendent	Carl M. Aldridge, Jr.
Contract Amount	\$213,563.95
Date Project Commenced	September 3, 2021
Date of Substantial Completion	Feb. 2022
Date of Final Completion	January 14, 2022
Description of Work Performed	Removed and replaced sidewalks and constructed ADA compliant Bus Pads.

REFERENCE 2

Reference Business/Owner Name	Pinellas Suncoast Transit Authority
Reference Contact Person	Mark Knight
Reference Address	3201 Scherer Dr., St.Petersburg, FL 33716
Reference Phone No.	(727)-580-4655
Reference Email Address	mknight@psta.net
Project Name	ADA Bus Pad Contract
Project Location	County-wide
Contractor Project Manager	Brian Gibson & Ralph R. Boyce, III
Site Superintendent	Roger Ramirez
Contract Amount	\$1,000,000.00
Date Project Commenced	2016
Date of Substantial Completion	Ongoing
Date of Final Completion	Ongoing
Description of Work Performed	Construction of curbs, ramps, sidewalks, and ADA Bus pads.

ATTACHMENT 9 Continued**REFERENCE 3**

Reference Business/Owner Name	City of Gainesville
Reference Contact Person	Peter McNiece
Reference Address	306 NE 6th Ave #B Gainesville, FL 32601
Reference Phone No.	(352)-393-8544
Reference Email Address	mcniecepr@cityofgainesville.org
Project Name	Pervious Concrete Trail Construction
Project Location	325 SW Williston Rd Gainesville, FL 32641
Contractor Project Manager	Ralph R. Boyce, III
Site Superintendent	Genaro Rodriguez
Contract Amount	\$218,228.00
Date Project Commenced	Nov. 29, 2021
Date of Substantial Completion	Jan. 12, 2022
Date of Final Completion	Dec. 21, 2021
Description of Work Performed	Constructed approx. 25,000 sf of pervious concrete for the parks pedestrian trail.

Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the Bid due date will be considered).

I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:

Company American Construction Services, Inc. of Tampa
 By Carl M. Aldridge, Jr.
 Name Carl M. Aldridge, Jr.
 Signature Carl M. Aldridge, Jr.
 Address 719 S. 50th St. Tampa, FL 33619 Phone (813) 690-9602
 Date 3/25/2022

This document should be completed and returned with your Submittal.

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALDRIDGE, CARL M JR

AMERICAN CONSTRUCTION SERVICES INC OF TAMPA
712 S 48TH ST
TAMPA FL 33619

LICENSE NUMBER: CGC009850

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**SECTION VIII
ATTACHMENT 11**

TRENCH SAFETY ACT COMPLIANCE FORM

- The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
- The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
- The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.
- The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
- The Vendor/Contractor acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ _____ per lineal foot.
- The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
No Trenches				
TOTAL				

Use additional blank sheets to further itemize if more room is required.

- Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: American Construction Services, Inc. of Tampa

By: Carl M. Alchidge, Jr. 3/25/2022
 Authorized Signature Date

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 12
AFFIDAVIT**

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA]

COUNTY OF HERNANDO]

Carl M. Aldridge, Jr. being duly sworn, deposes and says that he is Secretary of American Construction Services, Inc. of Tampa, a Corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

719 S. 50th St. Tampa, FL 33619 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

American Construction Services, Inc. of Tampa (Name of Corporation) of the

Corporation, is duly authorized to sign Vice President (Title)

the Bid for American Construction Services, Inc. of Tampa for said Corporation by virtues of:

Bylaws state he is Secretary and Vice President
(State whether a provision of bylaws or a Resolution of the Board of Directors.
If by Resolution, give date of adoption).

Carl M. Aldridge, Jr.



Carl M. Aldridge, Jr.
Affiant

Sworn to before me this 25th day of March, 2022.

Ralph N. Boyce, III
Notary Public

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 13
BID BOND

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

VENDOR/CONTRACTOR (Name and Address):

American Construction Services, Inc. of Tampa
719 South 50th Street, Tampa, FL. 33619

SURETY (Name and Address of Principal Place of Business):

NGM Insurance Company
4601 Touchton Road East, Suite 3400, Jacksonville, FL. 32245

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
15470 Flight Path Dr.
Brooksville, Florida 34604

BID

Project:

22-CG0064/DK – ADA BUS STOP IMPROVEMENT – PHASE III – RE-BID

HERNANDO COUNTY, FLORIDA

BOND

Bond Number: N/A

Date (Not later than Bid due date): March 30, 2022

Penal sum Five Percent of Total Amount Bid in U.S. Dollars -- \$5% -----
(Words) (Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

VENDOR/CONTRACTOR

American Construction Services, Inc. of Tampa (Seal)
Vendor/Contractor's Name and Corporate Seal

By: Carl M. Albridge, Jr. VP
Signature and Title

Attest: Carla D. Boyce President
Signature and Title

SURETY

NGM Insurance Company
Surety's Name and Corporate Seal

By: [Signature]

Signature and Title David B. Shick, Attorney-In-Fact &
(Attach Power of Attorney) Licensed FL Res Agent #A241176

Attest: Melanie Braccia
Signature and Title
Melanie Braccia, Witness



Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Vendor/Contractor's Bid and Vendor/Contractor delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor 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.
5. 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 Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after Bid due date.
7. 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.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor 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.
9. 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.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Brandy Baich, David B. Shick** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

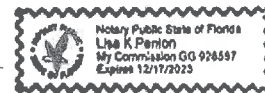


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lois K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
30 day of March, 2022.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

SECTION VIII
ATTACHMENT 14
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES

Respondent Vendor Name: American Construction Services, Inc. of Tampa

Vendor/Contractor FEIN: 59-2549496

Vendor/Contractor's Authorized Representative Name and Title:
Carl M. Aldridge, Jr. Vice President

Address: 719 S. 50th St.

City: Tampa State: FL Zip: 33619

Phone Number: (813)-247-1419

Email Address: carlmaldridgejr@americancsi.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from Contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: Carl M. Aldridge, Jr.

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:
Carl M. Aldridge, Jr. Vice President

Date: 3/25/2022

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 15

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

3/25/2022
(date)

Hernando County
Purchasing and Contracts
15470 Flight Path Dr.
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

No Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder: American Construction Services, Inc. of Tampa

carlmaldridgejr@americancsi.com
(Email address)

719 S. 50th St. Tampa, FL 33619
(Address)

Carl M. Aldridge, Jr.
(Signature required)

(813)-247-1419
(Phone)

Carl M. Aldridge, Jr.
(Print name)

(813)-247-7708
(Fax)

Vice President
(Print title)

59-2549496
(Federal Taxpayer ID Number)

**SECTION VIII
ATTACHMENT 16**

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: a. initial filing <input type="checkbox"/> b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known: _____</p>	<p>5. Reporting Entity in No. 4 is Subawardee, Name and Address of Prime: Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbyist (if individual, last name, first name):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when a contract was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

SECTION VIII
ATTACHMENT 17

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from www.gsa.gov/forms-library/disclosure-lobbying-activities)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: American Construction Services, Inc. of Tampa

By: Carl M. Aldridge, Jr. Date: 3/25/2022
Authorized Signature

Title: Vice President



SECTION VIII ATTACHMENT 18 AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I, _____ (full name printed),
swear or affirm under penalty of law that I am
_____ (title) of the applicant firm
_____ and that I

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; and for initiating action under state law concerning false statement, fraud or other punishable offenses.

have read and understood all of the questions in this application and that all of the foregoing statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, control, and pertinent history of the named firm as well as ownership, control, and affiliations thereof.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise or Airport Concession Disadvantaged Business Enterprise. In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of _____ (Check all that apply):

I recognize that the information submitted in this application for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and may cause such agency to contact any entity named in the application, the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

- Female
- Black American
- Hispanic American
- Native American
- Asian-Pacific American
- Subcontinent Asian American
- Other (specify) _____

I agree to submit to government audit, examination of books, records, documents and files, in whatever form exist, of the named firm and its affiliates, inspection of places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

If awarded a contract, subcontract, concession, lease, or sublease, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I further certify that my personal net worth does not exceed _____, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been diminished due to diminished capital and credit resources as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I agree to provide written notice to the recipient agency or Unified Certification Program of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding \$1.32 million, etc.).

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature _____ (DBE/ACDBE Applicant) _____ (Date)

NOTARY CERTIFICATE

**SECTION VIII
ATTACHMENT 19**

**DBE UTILIZATION
FORM**

The undersigned Bidder/Offeree has satisfied the requirements of the solicitation in the following (complete appropriate space):

_____ The Bidder/Offeree is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeree is committed to meet the DBE goal of _____% () is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith.

The Bidder/Offeree shall complete the following information for all DBE's participating in the contract that comprises the _____ utilization percent stated in the DBE Utilization Form. The Bidder/Offeree shall also furnish the telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Name and Telephone Number	Participation of Total Contract	Description Of Work To Be Performed	Race and Gender of Firm

Name of Authorized Individual

Authorized Signature

Date

SECTION VIII ATTACHMENT 20

Disadvantaged Business Enterprise (DBE) Certification Statement

Prime Contractor/Prime Consultant: _____

Telephone Number: _____

Address: _____

I hereby certify that the above stated contract is a (select one):

DBE

Non-DBE

Subcontractor Services

Please list all subcontractor services:

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

DBE

Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

DBE

Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

DBE

Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

DBE

Non-DBE

**SECTION VIII
ATTACHMENT 22**

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C.

5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: 3/25/2022

Signature: Carl M. Aldridge, Jr.

Company: American Construction Services, Inc. of Tampa

Name: Carl M. Aldridge, Jr.

Title: Vice President

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

**SECTION VIII
ATTACHMENT 23**

Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: American Construction Services, Inc. of Tampa
 By: Carl M. Albridge, Jr. Date: 3/25/2022
 Authorized Signature

Title: Vice President

Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

**SECTION VIII
ATTACHMENT 24**

**FLY AMERICA
Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and ) by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

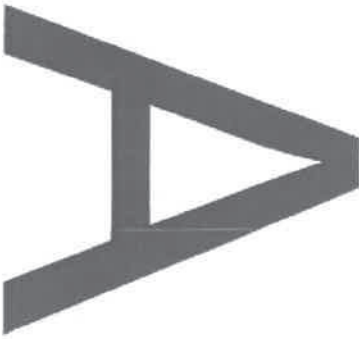
State reasons: _____

 (end of statement)

Authorized Signature

Date

Authorized Name Printed





SECTION VIII
ATTACHMENT 25

9/9/13

Use of Form: This form is a suggested format that meets the solicitation information required by 49 CFR Part 26.53. Sponsors may use other formats provided their solicitation bid documents require the information addressed within §26.53.

LETTER OF INTENT

Disadvantage Business Enterprise

(This page shall be submitted for each DBE firm)

Bidder/Offer

Name: _____
Address: _____
City: _____ Zip: _____

DBE Firm:

DBE Firm: _____
Address: _____
City: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: () _____

DBE Certifying Agency:

_____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as photocopy) of their certification status.

Classification:

- Prime Contractor
- Subcontractor
- Joint Venture
- Manufacturer
- Supplier

Work item(s) to be performed by DBE	Description of Work	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: _____
(Signature) (Title)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

SECTION VIII
ATTACHMENT 26

CONTRACTOR'S CERTIFICATION ON COMPLIANCE WITH
NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)

I _____, certify that
(First and Last name, type or print)

I am the _____, of
(Title, type or print)

Company: _____
(Company Name, Address, City, State, Zip Code, Country, type or print)

I completed enclosed representations and certifications related to NDAA Act accurately up to the
my best knowledge.

By signing this form I certify that misleading or incomplete information represents violation of
False Claims Act and may result to immediate cancellation of current or future
contract with the U.S. Government.

(Company Seal) _____ Signature _____ Date (MM/DD/YYYY)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the
Offeror has represented that it provides telecommunications equipment or
services as a part of its offered products or services to the Government in the performance of
any contract, subcontract, or other contractual instrument" in the provision at 52.204-26,
Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of
the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

- (a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) and ensure that the Offeror is not excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

- (1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of a contract, subcontract or other contractual instrument resulting from this acquisition. The Offeror shall provide the additional disclosure information required in paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

- (i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (ii) For covered services—
 - (A) If the services are related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the response:
- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—
 - (A) If the services are related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (DEC 2019)

- (a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the definition of 5, Prohibition on Contracting for Certain Telecommunications and Video Services or Equipment.
- (b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<http://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) *Representation.* The Offeror represents that it does not provide covered telecommunications equipment or services as a part of the products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Section)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned, controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to arms trafficking or eavesdropping or electronic surveillance or electronic listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 109 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, or material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 101 of title 42, Code of Federal Regulations, part 121 of title 9 of the Code of Federal Regulations, or

**SECTION VIII
ATTACHMENT 27**

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated March 22, 2022

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

American Construction Services, Inc. of Tampa
Company Name

Carl M. Aldridge, Jr.
Authorized Signature

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

BIDNET DIRECT

NEWSPAPER

PURCHASING AND CONTRACTS ADVERTISEMENT BOARD

REFERRED BY: _____

OTHER (PLEASE SPECIFY): _____

This document should be completed and returned with your Submittal.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

ADA BUS STOP IMPROVEMENT – PHASE III – RE-BID

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-CG0064/DK

BID DUE DATE: MARCH 30, 2022

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **ADA BUS STOP IMPROVEMENT – PHASE III – RE-BID**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. AMENDMENT TO SECTION V-A – ADDITIONAL SUPPLEMENTARY CONDITIONS
PREVAILING WAGE REQUIREMENTS**

Department of Labor Wage Determination

See Attached Wage Decision (WD FL20220168) for **Highway Construction Projects**, Hernando County, Florida.

For contracts which are the result of sealed Bidding procedures, revisions to the WD which are published in the WDOL SCA Database ten (10) or more days prior to Bid Opening shall be effective. Any revised WD which is published in the WDOL SCA Database less than ten (10) days prior to Bid Opening shall not be effective if the contracting office determines that there is not a reasonable time still available to notify bidders of the revision.

Visit the Wage Determinations Online Web Page for additional information relating to the Davis Bacon Act and Wage Determinations: <http://www.wdol.gov>.

Wage decision (s) must be monitored during construction Bidding phase and any updates subject to 10-day rule must be issued by Addendum.

Updated Prevailing Wage listing attached to this Addendum, dated as of 02/25/2022.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Carl M. Aldridge, Jr.
Acknowledged

Patty Hall
for: Toni Brady
Chief Procurement Officer, Hernando County

Issued: March 21, 2022

"General Decision Number: FL20220168 02/25/2022

Superseded General Decision Number: FL20210168

State: Florida

Construction Type: Highway

County: Hernando County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUFL2013-029 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.32	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.45 **	0.00
ELECTRICIAN.....	\$ 21.80	0.00
FENCE ERECTOR.....	\$ 13.58 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 17.36	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.23 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 17.37	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 12.37 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.93 **	0.00
LABORER: Common or General.....	\$ 11.52 **	0.00
LABORER: Flagger.....	\$ 11.86 **	0.00
LABORER: Grade Checker.....	\$ 13.96 **	0.00
LABORER: Landscape & Irrigation.....	\$ 10.14 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.37 **	0.56
LABORER: Pipelayer.....	\$ 13.76 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.31	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 13.94 **	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69 **	0.00
OPERATOR: Bulldozer.....	\$ 16.83	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57	0.00

OPERATOR: Crane.....	\$ 22.37	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 13.52 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 21.57	0.00
OPERATOR: Loader.....	\$ 15.01	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 16.20	0.00
OPERATOR: Milling Machine.....	\$ 14.89 **	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.94 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 13.41 **	0.00
OPERATOR: Scraper.....	\$ 11.74 **	0.00
OPERATOR: Screed.....	\$ 16.67	0.00
OPERATOR: Tractor.....	\$ 12.63 **	0.00
OPERATOR: Trencher.....	\$ 13.78 **	0.00
PAINTER: Spray.....	\$ 16.38	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.35	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.45 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.35 **	0.00

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658

(\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"