

**CONSTRUCTION CHANGE ORDER NO. 1**

**PROJECT:** 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements; PID 000087A

**CONTRACT NO:** 23-0326-ITB-C

**AGREEMENT DATE:** August 15, 2023

**OWNER:** Pinellas County

**CONTRACTOR:** Kamminga & Roodvoets, Inc.

**DESCRIPTION:**

1. Change Appendix 4 - Special Notices - Grant Requirement section change from:

"Services may be funded by federal grant funds. In order to comply with American Rescue Plan Act(ARPA) federal grant regulations, please reference Appendix 4 - Special Notices Exhibit A.

For projects under the \$10,000,000.00 threshold the Davis-Bacon Act language stated in Exhibit A, page 2 of 6 included in this Notice, is not applicable. For projects under the \$10,000,000.00 threshold the Davis-Bacon Act language stated in Exhibit A, page 2 of 6 included in this Notice, is not applicable"

to:

"Services may be funded by federal grant funds. In order to comply with American Rescue Plan Act(ARPA) federal grant regulations, please reference Appendix 4 - Special Notices Exhibit A, B and C. Davis-Bacon Act language stated in Exhibit A included in this Notice is applicable. The project is a Flex Act Project under ARPA (and Davis-Bacon WILL apply)"

2. Add Exhibits B and C
3. Increase the Agreement by \$61,564.80

**PLEASE ADDRESS REPLY TO:**  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



**REASON FOR CHANGE:**

To meet ARPA requirements and add Administration fee of \$61,564.80 for monitoring and reporting the added Davis-Bacon requirement.

**AGREEMENT PRICE:**

**Original Agreement Amount:** \$7,473,287.30

Increase due to Change Order No. 1: 61,564.80

**Revised Agreement Amount:** \$7,534,852.10

Your acceptance of this Change order shall constitute a modification to our Agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. Acceptance by Contractor of this adjustment to the agreement shall constitute a full and final settlement and release by Contractor of any and all claims, whether known or unknown, against the Owner arising out of or related to the substance of or the circumstances giving rise to the change or changes set forth herein, including claims for impact and delay costs.

Pinellas County Florida, a political  
subdivision of the State of Florida

By:   
Signature

Name: Barry Burton  
Typed, printed or stamped

Title: County Administrator

Date: April 9, 2024

CONTRACTOR:

By:   
Signature

Name: James Barnes  
Typed, printed or stamped

Title: UP of Estimating

**APPROVED AS TO FORM**

By:   
Office of the County Attorney

## **APPENDIX 4**

### **SPECIAL NOTICES**

**P.I.D. NO. 000087A**

### **22<sup>ND</sup> AVENUE SOUTH SIDEWALK IMPROVEMENTS FROM 51<sup>ST</sup> STREET SOUTH TO 34<sup>TH</sup> STREET SOUTH**

In Pinellas County, Florida

### **NOTICES TO CONTRACTOR**

#### **Section B, Part 20.E.2. Contractor's Superintendent:**

The Contractor's Superintendent and agent are synonymous with regards to this section and shall be an employee or contract employee of the prime contractor. A sub-contractor shall not serve as an agent for the prime contractor.

#### **Utility Coordination:**

Utility coordination and investigations were performed during the design phase of this project and utility work schedules are provided. However, Contractor is fully responsible for coordinating with and locating **all** utilities prior to beginning and during work.

#### **Unsuitable Material:**

Payment for the removal of unsuitable material, including A-8 and A-2-4 soils, is not included in the pay item for Grading. Removal and disposal of unsuitable material shall be paid for under FDOT Specification 120 Excavation and Embankment. Cost for replacement of excavated unsuitable material shall be included in the lump sum cost for pay item 120-1100 Grading.

#### **Dewatering:**

The geotechnical report notes a variable groundwater table in the widening portion of the project. The cost for any necessary dewatering will be included in the cost per linear foot of pipe.

### **GRANT REQUIREMENTS**

Services may be funded by federal grant funds. In order to comply with American Rescue Plan Act (ARPA) federal grant regulations, please reference Appendix 4 - Special Notices Exhibit A, B and C. Davis-Bacon Act language stated in Exhibit A included in this Notice is applicable. The project is a Flex Act Project under ARPA (and Davis-Bacon WILL apply).

### **JOINT PROJECT AGREEMENT**

The attention of prospective bidders is directed to the fact that this project contains a Joint Project Agreement (JPA) with the City of St. Petersburg, Florida, a municipal corporation of the State of Florida. Contractor is advised of the following additional requirements from the JPA as defined below and located within the referenced section of the Invitation to Bid.

Contractor should note that County will be responsible for the bidding and award of the construction contract for the Project and will include the Utility Work as a separate option item in its bidding document. After the County receives, opens, and evaluates the bids, the County will notify the City, in writing, of the County's intent to award the contract ("Notification"). This Notification will include the

amount for the Utility Work option. The bid will be awarded based upon the bids received for the Project including any Utility Work options. The City will have fifteen (15) days from receipt of the County's notification to request, in writing, that the County delete the Utility Work option from the County's award of bid/construction contract, and to notify the County of the City's intent to perform the Utility Work with the City's own forces or its own contractor

**OWNER:** The City, a staff member of the City, or the City's authorized project representative, acting on behalf of the City.

**INSURANCE:** The Contractor shall name the County and the City of St. Petersburg as additional insured per the insurance requirements set forth in Section C of the Invitation to Bid.

**INDEMNIFICATION:** The Contractor shall indemnify the County and the City of St. Petersburg as set forth in the requirements of Section H, Agreement, Sub-paragraph J.

**BONDS:** The Contractor shall provide a dual obligee bond in the full amount of the project, naming the City of St. Petersburg and the County as obligees.

**WARRANTY:** Upon completion of the entire project, the Contractor shall assign any warranties, including materials, equipment, workmanship, and closeout documents, constructing and/or installing facilities related to the City's Relocation Utility Work to the City of St. Petersburg.

Utility Owner shall be defined as the City of St. Petersburg, a staff member of the City, or the City's authorized project representative, acting on behalf of the City.

**Exhibit A**

**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS  
BID OR PROPOSAL NUMBER: 23-0326-ITB**

**BID OR PROPOSAL TITLE: 22ND AVENUE SOUTH SIDEWALK  
IMPROVEMENTS FROM 51ST STREET SOUTH TO 34TH STREET SOUTH**

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORs that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

**Conflict of Interest [2 CFR §200.112]:** The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures [2 CFR §200.113]:** The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for



noncompliance, including suspension or debarment.

**Certifications and representations.** [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

**Protected Personally Identifiable Information (Protected PII)** [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be



published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**Domestic preferences for procurements.** [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Procurement of Recovered Materials** [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

**Retention of Records** [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

**Access to Records** [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

**Remedies for noncompliance.** [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

## Review Public Burden Disclosure Statement

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" 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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. postaward	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> 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 the transaction 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.  * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

"General Decision Number: FL20230184 01/06/2023

Superseded General Decision Number: FL20220184

State: Florida

Construction Type: Highway

County: Pinellas 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).

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:	<ul style="list-style-type: none"> <li>Executive Order 14026 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
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:	<ul style="list-style-type: none"> <li>Executive Order 13658 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUFL2013-045 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.59 **	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.....	\$ 16.88	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 13.46 **	2.67
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.93 **	0.00
LABORER: Common or General.....	\$ 11.14 **	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.....	\$ 15.54 **	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.....	\$ 22.73	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.....	\$ 16.14 **	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.....	\$ 13.58 **	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 (\$16.20) or 13658 (\$12.15). 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)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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 DECISION

**JOINT PROJECT AGREEMENT  
UTILITY INSTALLATION BY ROADWAY CONTRACTOR**

PROJECT NAME: 22<sup>nd</sup> Avenue South Sidewalk and Roadway Improvements

PROJECT LIMITS: 58<sup>th</sup> Street South to 34<sup>th</sup> Street South

COUNTY PROJECT IDENTIFICATION NO.: 000087A

THIS JOINT PROJECT AGREEMENT ("Agreement") made and entered into on the 17<sup>th</sup> day of January 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the "County", and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, hereinafter the "City" (collectively, "Parties").

WITNESSETH, That:

WHEREAS, the County intends to construct sidewalk and roadway improvements on 22<sup>nd</sup> Avenue South ("County Project No. 000087A" or "Project"), which will call for the adjustment, relocation and/or installation of the City's utility facilities along, over and/or under the Project ("Utility Work"); and

WHEREAS, the County's plans for the Project have been reviewed by the City and the City has had the opportunity for input into said plans; and

WHEREAS, the County and the City have determined that it would be to the best interest of the general public and to the economic advantage of both Parties to enter into this Project Agreement for the Utility Work to be accomplished by the County's contractor as part of the construction of the Project; and

WHEREAS, the City has expressed its desire to assume all reasonable and necessary costs to be incurred for this Utility Work and has requested the County to include in said Project certain plans and specifications to meet the City's needs.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the Parties as follows:

**I. Utility Work**

The Utility Work within the limits of the Project is more specifically described as the replacement, relocation or adjustment of approximately 378 linear feet of 30 inch ductile iron pipe, 24 linear feet of 24 inch ductile iron pipe, 606 linear feet of 12 inch ductile iron pipe, 1,082 linear feet of 8 inch ductile iron pipe, and 57 linear feet of 6 inch ductile iron pipe that is in conflict with the proposed roadway construction improvements as part of County PIO No. 000087A, located on **22<sup>nd</sup> Avenue South**.

## 2. Funding

2.1 The County will be responsible for the bidding and award of the construction contract for the Project and will include the Utility Work as a separate option item in its bidding document. After the County receives, opens, and evaluates the bids, the County will notify the City, in writing, of the County's intent to award the contract ("Notification"). This Notification will include the amount for the Utility Work option. The bid will be awarded based upon the bids received for the Project including any Utility Work options. The City will have fifteen (15) days from receipt of the County's notification to request, in writing, that the County delete the Utility Work option from the County's award of bid/construction contract, and to notify the County of the City's intent to perform the Utility Work with the City's own forces or its own contractor. In order not to delay the construction of the Project, the City must show that it is ready and able to perform all Utility Work prior to requesting that the County delete the Utility Work option from the contract award. The City does not have the right to delay or affect, in any way, the award of the contract. In the event the City performs the Utility Work with the City's own forces or its own contractor, and in performing the Utility Work causes a compensable delay to the County's construction of this Project, the City will pay all claims and costs incurred due to its delay.

2.2 The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A) of one million five hundred seventy seven thousand three hundred and 00/100 Dollars (\$1,577,300.00), plus 5% for County construction/contract administration/compaction and backfill testing costs of seventy eight thousand eight hundred sixty five and 00/100 Dollars (\$78,865.00), for a total cost of one million six hundred fifty six thousand one hundred and sixty five and 00/100 Dollars (\$1,656,165.00) has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the County to the contractor on the City's behalf. The deposit will be due to the County no later than thirty (30) days after the date of Notification of the County's intent to award the construction contract. If the Utility Work option portion of the contractor's bid selected by the County for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, then, unless the City exercises its option pursuant to Subparagraph 2.1 to delete the Utility Work option from the award, the City will deposit an amount with the County which equals the total option item plus 5% of that amount for County construction/contract administration/compaction and backfill testing. Interest will accrue on the deposit balance and may be used toward the cost of the Utility Work. In the event the final, actual cost of the Utility Work is less than the amount the City deposited, including all interest accrued, but excluding the 5% for County construction/contract administration/compaction and backfill testing, the County will reimburse the City any excess escrow account funds within thirty (30) days after the County provides final payment to the contractor. Should contract modifications be anticipated that would increase the cost of the Utility Work, or if the estimated quantities of items provided by the City in Exhibit A are anticipated to be exceeded, the County shall provide written notice of the anticipated change to the City for the City's review and approval prior to the County's approval of the change. If the City fails to object to such change within fifteen (15) days after receipt of the written notice, the City will be deemed to have approved of such change. The City will pay the County within thirty (30) calendar days (or a longer period if the City determines, in its sole and absolute discretion, that additional time is needed for the City to obtain any necessary approvals to issue such payment) after the City's approval of the change to ensure that cash on deposit with the County is sufficient to fully fund the cost of the Utility Work. The County shall notify the City as

soon as it becomes apparent the actual costs for the Utility Work will overrun the award amount, and, subject to the City's review and approval of changes as required under this Subparagraph 2.2, the City shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days (or a longer period of time if the City determines, in its sole and absolute discretion, that additional time is needed for the City to obtain any necessary approvals to issue such payment) after the City's approval.

All deposits and amounts due to the County referenced in Subparagraph 2.2 above shall be mailed to:

Finance Division Accounts Receivable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

2.3 The County will require the successful contractor to comply with the following conditions and will require bidders to ensure that the bid amount for the Utility Work option includes all costs attributed to said compliance with these conditions as part of the Utility Work:

(A) Indemnify, hold harmless, pay the costs of defense on behalf of and defend the County and its agents and employees and the City and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the Utility Work;

(B) Provide a dual obligee bond in the full amount of the Project, naming the City and the County as obligees; and

(C) Provide insurance coverage per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. Both the County's invitation to bid and the construction contract will require that the Contractor name the County and the City as additional insured entities and certificate holders.

### 3. Joint Project Activities

3.1 The City will prepare, at its expense, the design of plans and specifications for all the City's necessary Utility Work and reimbursable Utility Work described above and will furnish to the County no later than **November 18th, 2022**, complete and reproducible plans on standard size sheets (11" x 17" and 24" x 36"), together with a complete set of specifications covering all construction requirements for the Utility Work. These plans and specifications will be complete in every detail and will include a "Summary of Quantities" sheet and/or "Bill of Materials" identifying the items of work, with a final estimate of cost (Engineer's Estimate), required to accomplish the Utility Work said estimate to be satisfactory to the County. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

3.2 The City will coordinate the development of the Utility Work plans with the County's plans for the Project. The County, upon request by the City, will furnish all available roadway information required by the City for the coordination and development of the Utility Work plans, and the County will cooperate with the City to this end. The City's specifications for this Project will not conflict with the County's specifications or the County's Invitation to Bid document.

3.3 The City will obtain all necessary permits required for construction of the Utility Work. This Agreement does not relieve the City of any requirement to obtain required permits from the County. A copy of all permits required for said Utility Work will be provided to the County no later than **November 18th, 202b**

3.4 All surveys for construction of the Utility Work will be furnished by the successful contractor, in accordance with the plans and specifications provided by the City.

3.5 The coordination of the Utility Work with that of the roadway contractor and other utilities and/or their contractors will be the responsibility of the County. The City will cooperate fully and immediately to resolve any delays in the construction of the Project occurring as the result of the Utility Work.

3.6 The County will require that the selected contractor complete all of the Utility Work in substantial accordance with the City's plans and specifications, which plans and specifications are incorporated herein by reference. Upon a request from the County, the City will promptly furnish to the County all information required for field changes, change orders, or supplemental agreements pertaining to the Utility Work.

3.7 During construction of the Utility Work, the City will provide the necessary construction and engineering inspection for the Utility Work to determine if the Utility Work is in substantial compliance with the plans and specifications, and provide all required testing associated with the Utility Work, excluding backfill and compaction testing in accordance with Pinellas County Minimum Testing Frequency Requirements, and provide results to the County for same. The County shall require that its contractor contact Tim Hume with the **City's Engineering Inspection Division at 727-892-5605 within 24 hours** prior to commencement of any City Utility Work to schedule the appropriate inspection and pressure testing. The City's inspector will immediately notify the County inspector of any objections to the Utility Work resulting from such inspection and testing.

3.8 The City will participate in the design, utility coordination, pre-construction and other meetings as necessary for Project coordination.

3.9 All adjustment, relocations, repairs, maintenance, and incidental work ("Incidentals") required to be performed to the City's existing utilities for the Project, not included in the Utility Work, will be the sole responsibility of the City. All such work is to be coordinated with the construction of this Project and in a manner that will not cause delay to the County's Project contractor.



3.10 The City's comments and suggestions are invited and will be considered by the County; however, all services and work under the construction contract will be performed to the satisfaction of the County's Director of Public Works, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for Utility Work, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and whose decision upon all claims, questions and disputes thereunder are final and conclusive upon the Parties hereto.

3.11 Upon completion of the entire Project, which will be determined jointly by the County and the City, the City will own, control, maintain and be responsible for all City utility facilities in accordance with the terms of the County issued Utilization Permit. The City will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed utilities facilities.

3.12 The County will forward any accounting records, if requested, to the following City representative:

Grace Kraemer  
Engineering & Capital Improvements Dept.  
City of St. Petersburg  
1 4<sup>th</sup> St. N, 7<sup>th</sup> Floor  
St. Petersburg, Florida 33701-2842

3.13 Upon final payment to the contractor, the County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All Project costs records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final close out of the Project.

3.14 Upon completion of the entire Project, the Contractor will supply "as built.. ("Record") standard size sheet ( 11" x 17" or 24" x 36") Utility Work plans to the County, who in turn will within ninety (90) days, furnish the City with one (1) set.

3.15 Upon completion of the entire Project, the County will ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing and/or installing facilities related to the Utility Work in accordance with this Agreement, is assigned to the City.

#### 4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Jeff Rzewnicki or his designee ("City's Project Manager"), whose current telephone number is 727-892-5384, email address is [Jeffrey.Rzewnicki@stpete.org](mailto:Jeffrey.Rzewnicki@stpete.org) and whose post office address is:  
Engineering and Capital Improvements Department  
City of St. Petersburg  
One Fourth Street North, 7th Floor Engineering Dept.

St. Petersburg, FL 33701-2842

4.2 The Project Manager for Pinellas County shall be Kathy Fernandez or her designee ("County's Project Manager"), whose telephone number is 727-464-3695, email address is [krfernandez@pinellas.gov](mailto:krfernandez@pinellas.gov) and whose post office address is 14 S. Fort Harrison Avenue, Clearwater, FL 33756.

4.3 Each Party may designate a replacement Project Manager by giving written notice of such designation, and the telephone number, e-mail address, and mailing address to the other party in accordance with this Agreement.

#### 5. Records, Reports, and Inspection

The County shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law.

#### 6. Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

#### 7. Responsibilities of the Parties

The County and the City shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees' and/or agents' are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

#### 8. Discrimination

The County and the City shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

#### 9. Assignment

This Agreement may not be assigned.

#### 10. Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

#### 11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

#### 12. Notification

All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, or, if hand delivered, upon the actual date of delivery to the Project Manager, whose address is set forth in Paragraph 4 above.

#### 13. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

#### 14. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

#### 15. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

#### 16. County Fiscal Funding

The obligations of the County are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this Agreement. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

#### 17. City Non-Appropriation

The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

18. Term

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the Utility Work and upon final payment and final completion of the Project in accordance with the provisions of Paragraphs 3.13 and 3.14 of this Agreement. If the County fails to issue a Notice to Proceed to a contractor for the Project within seven hundred twenty (720) days from the date of full execution of this Agreement by the Parties, this Agreement may be terminated upon written notice by either party to the other party, and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days after such written notice. If the County decides not to proceed with issuing bids for the Project or if the County rejects all bids received, the City may terminate this Agreement by providing no less than thirty (30) days' written notice of termination to the County, and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days after the effective date of termination.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE  
FOLLOWS]**

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF ST. PETERSBURG, FLORIDA,  
A municipal corporation and  
political subdivision of the State of Florida

By:   
Kenneth T. Welch

Mayor

PINELLAS COUNTY, FLORIDA by and  
through its Board of County Commissioners

By: 

Chair

By: h6<Ut-  
R s

ATTEST: City Manager

ATTEST: Ken Burke, Clerk of the Circuit  
Court

B. Chan Srinivasa Clerk  
y. Chan Srinivasa Clerk

B.   
y. Deputy Clerk



APPROVED AS TO FORM

By:   
City Attorney (designee)  
00646628

By: Joseph Morrissey  
Office of County Attorney

