



Staff Report

File #: 15-355, **Version:** 1

Agenda Date: 1/26/2016

Subject:

Award of bid to Caladesi Construction Co., PCL Construction, Inc., TLC Diversified, Inc., and WPC Industrial Contractors, LLC for job order contracting for wastewater treatment and water plant maintenance, repair, minor construction and underground utilities.

Recommended Action

Approve the award of bid for job order contracting (JOC) for wastewater treatment and water plant maintenance, repair, minor construction and underground utilities.

Bid No. 156-0013-CP(DF); in the amount of \$5,000,000.00 each for a total of \$20,000,000.00 on the basis of being the lowest responsive, responsible bids received meeting specifications; all work is expected to be completed within sixty (60) consecutive calendar months. Chairman to sign and Clerk of the Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

This contract provides, as needed, JOC services for the installation and repair of utility piping systems including industrial mechanical construction and for repair of water and wastewater treatment and pumping facilities under the jurisdiction of the Utilities Department.

Staff has reviewed the bids and recommends award to the vendors listed above in the amount of \$20,000,000.00.

Background Information:

Since July 2007, JOC is a construction delivery system that has been utilized by the County for building repair, maintenance and minor construction. This contract will address wastewater treatment plant, water plant, and underground utility repair, maintenance and minor construction needs. JOC provides the County with a construction delivery system utilizing multiple contractors in a structured pricing program for minor construction (small to mid range projects that should not exceed \$1,000,000.00), repair and maintenance services.

JOC contractors bid an adjustment factor against a firm fixed price construction catalog, developed specifically for the County by the Gordian Group, the resident JOC consultant. When a project is required, pricing is derived from the construction catalog and is multiplied by the adjustment factor provided by each firm through the bidding process. JOC provides the County an expedited

construction delivery method for small to medium projects by reducing construction administration time.

Fiscal Impact:

Total expenditure not to exceed \$20,000,000.00 with funding derived from Utilities Department Water, Sewer and Solid Waste Enterprise funds.

Staff Member Responsible:

Kevin Becotte, Director, Engineering and Technical Support
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement for Caladesi
Agreement for PCL
Agreement for TLC
Agreement for WPC
Bid Tabulation Summary

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Caladesi Construction Co.

Authorized to do business in the State of Florida, with principal place of business located at:

1390 Donegan Road

Largo, FL 33771

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is: **Five Million and No/100 Dollars (\$5,000,000.00).**

The Maximum Contract Total Value is: **Five Million and No/100 Dollars (\$5,000,000.00).**

The Contract Term is sixty (60) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows: The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

Normal Working Hours Construction
1.3000

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

Other Than Normal Working Hours Construction
1.4850

Non Pre Priced Work Task Adjustment Factor:

Non Pre-Priced Work Tasks
1.2650

- B. To pay to the Contractor the Agreement Amount herein above specified, as follows: For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

VOLUME I – INVITATION TO BID

VOLUME II - CONSTRUCTION TASK CATALOG

SECTION D.VOLUME III – TECHNICAL AND MATERIAL SPECIFICATIONS

SECTION D VOLUME IV - SUPPLEMENTAL SPECIFICATIONS

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM

By:

Office of the County Attorney

Caladesi Construction Co.

Name of Firm

By:

Donald J. Hinkrichs
DONALD J. HINKRICHS

Print Name

PRESIDENT
PRESIDENT

Title

ATTEST:

D. Wayne Wyatt
D. WAYNE WYATT

Print Name

NOTARY PUBLIC STATE OF FLORIDA
NOTARY PUBLIC STATE OF FLORIDA

Title



WITNESSES:

BEN CHARLES
BEN CHARLES

Print Name

1390 DONEGAN RD., LARGO, FL. 33771
1390 DONEGAN RD., LARGO, FL. 33771

Business Address

Mary Elizabeth Townsend
Mary Elizabeth Townsend

Print Name

1390 Donegan Rd, Largo, FL. 33771
1390 Donegan Rd, Largo, FL. 33771

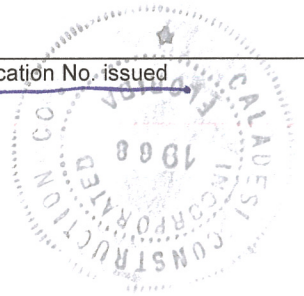
Business Address

C6C01631
C6C01631

Contractor's Registration or Certification No. issued

by the State of Florida

CORPORATE SEAL



THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

PCL Construction, Inc.

Authorized to do business in the State of Florida, with principal place of business located at:

3810 Northdale Boulevard, Suite 160

Tampa, FL 33624

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is: **Five Million and No/100 Dollars (\$5,000,000.00).**

The Maximum Contract Total Value is: **Five Million and No/100 Dollars (\$5,000,000.00).**

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1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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Pinellas County Board of County Commissioners
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Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows: The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

Normal Working Hours Construction
1.3046

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

Other Than Normal Working Hours Construction
1.4516

Non Pre Priced Work Task Adjustment Factor:

Non Pre-Priced Work Tasks
1.2500

- B. To pay to the Contractor the Agreement Amount herein above specified, as follows: For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.
3. IT IS MUTUALLY AGREED:
- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
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**SECTION D.VOLUME III – TECHNICAL AND MATERIAL
SPECIFICATIONS**

**SECTION D VOLUME IV - SUPPLEMENTAL
SPECIFICATIONS**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

PCL CONSTRUCTION, INC.

By: _____
Name of Firm
RICHARD HEWITT

Print Name
AREA MANAGER & AUTHORIZED SIGNER.

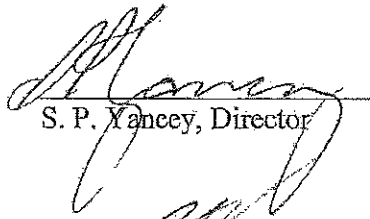
ATTEST: _____
Title
Shawn W. Britton
Secretary / Treasurer

WITNESSES:
_____ KEN IVERSON
Print Name
3810 NORTHDAL BLVD., SUITE 160, TAMPA, FL 33624
Business Address

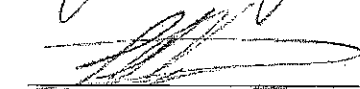
_____ Print Name
Business Address

CGC1519082
Contractor's Registration or Certification No. issued
by the State of Florida
CORPORATE SEAL


These resolutions are effective on May 11, 2015.



S. P. Yancey, Director



L. S. Ventoza, Director



T. R. O'Donnell, Director



S. W. Britton, Director

**Minutes of a Meeting of
the Board of Directors of
PCL CONSTRUCTION, INC**

A meeting of the Board of Directors of PCL Construction, Inc., a Colorado corporation, on the 11th of May 2015 by telephone conference.

The undersigned, constituting all of the Directors of PCL Construction, Inc., a Colorado corporation, adopt the following resolution pursuant to the authority of Colorado General Corporation Law:

Resolution: That the following persons be appointed officers and authorized signing authorities of the corporation. Such authority shall extend to the opening and closing of corporate bank accounts when two such signatures are present. The appointments shall be for the ensuing year or until their successors are designated:

President	T. R. O'Donnell
Director, Civil Infrastructure	M. C. Chiasson
District Manager	M. A. McKinney
Secretary/Treasurer	S. W. Britton
Authorized Signer	J. Newman
Authorized Signer	R. Hewitt

Resolution: That the following persons shall be appointed Authorized Banking Agents for the purposes of administering the controlled disbursement banking functions with Wells Fargo and UMB Bank, which the Company participates in, where two signatures are required for opening and closing bank accounts, account service changes, account disbursements, and other activities as more particularly described in the bank service agreements:

M. J. Kehoe
D. T. Morgan
T. E. Kijanka
J. S. Norton
K. L. Churchley

Resolution: That the financial statements of the corporation for the fiscal year ended October 31, 2014 and Management Letter, were reviewed and approved.

Resolution: S. P. Yancey is hereby appointed Chairman of the Board.

Resolution: The memo drafted by Steve Richards, General Counsel, titled Legal Obligations & Protections of Directors and Officers, was reviewed and accepted. The corporation will distribute this memo to all officers of the corporation.

[Signature page immediately follows]

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

TLC Diversified, Inc.

Authorized to do business in the State of Florida, with principal place of business located at:

2719 17th Street East

Palmetto, FL 34221

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is: **Five Million and No/100 Dollars (\$5,000,000.00).**

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1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows: The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

Normal Working Hours Construction
1.2430

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

Other Than Normal Working Hours Construction
1.2430

Non Pre Priced Work Task Adjustment Factor:

Non Pre-Priced Work Tasks
1.2119

- B. To pay to the Contractor the Agreement Amount herein above specified, as follows: For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.
3. IT IS MUTUALLY AGREED:
- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

VOLUME I – INVITATION TO BID

VOLUME II - CONSTRUCTION TASK CATALOG

**SECTION D.VOLUME III – TECHNICAL AND MATERIAL
SPECIFICATIONS**

**SECTION D VOLUME IV - SUPPLEMENTAL
SPECIFICATIONS**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

TLC DIVERSIFIED, INC.
Name of Firm

By: 

Thurston Lamberson

Print Name

President

Title

ATTEST: 

Print Name

Joanne R. Lamberson, Sr. V.P./Sec./Tres.

Title

WITNESSES: 

Print Name

Tiffany Taylor

Business Address 2719 17th Street East, Palmetto, FL


Print Name

Deanna Justus

Business Address 2719 17th Street East, Palmetto, FL.

CGC041816

Contractor's Registration or Certification No. issued
by the State of Florida

CORPORATE SEAL

Chairman

Date

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM

By: 

Office of the County Attorney

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

WPC Industrial Contractors, LLC

Authorized to do business in the State of Florida, with principal place of business located at:

11651 Phillips Highway
Jacksonville, FL 32256

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is: **Five Million and No/100 Dollars (\$5,000,000.00).**

The Maximum Contract Total Value is: **Five Million and No/100 Dollars (\$5,000,000.00).**

The Contract Term is sixty (60) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows: The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

Normal Working Hours Construction
1.2800

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

Other Than Normal Working Hours Construction
1.3500

Non Pre Priced Work Task Adjustment Factor:

Non Pre-Priced Work Tasks
1.2800

- B. To pay to the Contractor the Agreement Amount herein above specified, as follows: For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

VOLUME I – INVITATION TO BID

VOLUME II - CONSTRUCTION TASK CATALOG

**SECTION D.VOLUME III – TECHNICAL AND MATERIAL
SPECIFICATIONS**

**SECTION D VOLUME IV - SUPPLEMENTAL
SPECIFICATIONS**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

WPC Industrial Contractors, LLC

Name of Firm

Chairman

By:

Jonathan Belloit

Print Name

President

Title

Date

ATTEST:

Ken Burke,

Clerk of the Circuit Court

ATTEST:

JANIER CINTRON

Print Name

Chief Financial Officer

Title

By:

Deputy Clerk

APPROVED AS TO FORM

By:

Office of the County Attorney

WITNESSES:

Jeannette Saliba

Print Name

11651 Philips Highway Jax, FL 32256

Business Address

Jessica Hannon

Print Name

11651 Philips Highway Jax, FL 32256

Business Address

CGC046120

Contractor's Registration or Certification No. issued
by the State of Florida

CORPORATE SEAL



PINELLAS COUNTY GOVERNMENT, FLORIDA		
Cost Proposal Tabulation		
Bid No.: 156-0013-CP(DF)		
Bid Title : Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities		
Date & Time Due: 12-3-2015 at 3:00 PM		
Item No.	Vendor	Amount
1	TLC Diversified, Inc.	1.2368
2	WPC Industrial Contractors, LLC	1.294
3	PCL Construction, Inc.	1.3231
4	Caladesi Construction, Inc.	1.33
5	QRC, Inc.	1.5536



Joe Lauro, CPPO/CPPB
Director

November 24, 2015

TO: ALL PREQUALIFIED BIDDERS

INVITATION TO BID: Job Order Contracting (JOC) – WWTP & Water Plant
Maintenance, Repair, Minor Construction &
Utilities

BID NUMBER: 156-0013-CP(DF)

BID SUBMITTAL IS DUE: December 3, 2015 @ 3:00 PM

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

Advisory

1. Addendum No. 1 and Invitation to Bid Section B Special Conditions Paragraph 6 Contract Security is revised. Awarded Bidder(s) shall provide a Performance and Payment Bond in the **ANNUAL** amount of \$1,000,000.00. Contractors will be required meet all future annual bonding requirements thirty (30) days prior to current year bond expiration. No new work will be issued until annual bonding requirements have been met. Furthermore, should a contractor receive a work order over \$1,000,000.00, additional bonding will be required to meet the project amount and will be addressed on as needed basis.
2. Invitation to Bid Section B Special Conditions Paragraph 23 Payments to the Contractor Item G Retainage is deleted. Retainage will not be required for this contract.

Question/Response

1. The project anticipates utilizing potentially multiple contractors how will this be determined?

Response: It is anticipated that the four (4) lowest responsive, responsible bidders will be awarded a contract. Once the contract is in place, work distribution will be based on County operational needs and performance by contractors on previous assignments. Every effort will be made to distribute work fairly and evenly among the awarded contractors.

2. Maximum JOC contract amount is anticipated to be \$5 Million, does this imply that this will be broken up into 4 contracts and randomly have JOC projects issued to each?

Response: It is anticipated that contract award to four (4) contractors will be \$5,000,000.00 each for five (5) years. Please see Question No. 1 response concerning how work is distributed.

3. What is the required response time after notification from the Owner to be on site and working?

Response: This will vary by project and be determined during the project site visit, final scope development, and final proposal review. Once the start date and completion date have been agreed upon, the contractor will provide a construction schedule.

4. Who is responsible for the material procurement and any issues with delay based upon delivery of proposed material?

Response: The Contractor.

5. For most of the JOC projects is it anticipated that the Owner will provide the material or the contractor?

Response: The Contractor.

6. What is the expected breakdown of the work between pipeline work on right-of-way and work on a water or wastewater plant site?

- **Response:** Projects will be based upon operational need. Based on recent history, staff anticipates 50-75% of work will be plant site work. However, there are many piping systems on plant sites.

7. How many years can this contract be extended before it is required to be re-bid?

Response: There are no term extension options for this Invitation to Bid.

8. What defines when to use Pre-Priced Work versus Non-Pre-Priced Work?

Response: The Contractor shall use Pre-Priced Tasks when the Work to be performed is included in the Construction Task Catalog[®]. The Contractor shall only use a Non Pre-Priced Task if the Work task is not set forth in the Construction Task Catalog[®].

9. When is the contractor required to pay Gordian's JOC System Licensing and Fee Agreement of 1%, I would assume that it would only be after the Owner has issued a proposed JOC project and based on that specific project or is this to be based upon the full potential value of the contract award to each contractor specified?

Response: The Contractor License Fee shall be payable to the contract administrator, The Gordian Group, within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the County.

10. It appears that the 18 month equipment and material warranties would not start until Final Completion rather than Beneficial Use or Substantial Completion, please confirm this is correct.

- **Response:** For the most part, the JOC work assignments will be time critical so the length of time between substantial and final completion should be minimized. However, if the County request beneficial use of portions of the project for County convenience, the warranty period will be adjusted accordingly.

11. What are the liquidated damages for this contract?

Response: .Not applicable.

12. Is retainage to be held for each job order and released when the Job Order is accepted by the County or is it going to be held the entire 60 months?

Response: Please see Advisory section of this addendum.

13. Is the 18 month warranty period to begin for each Job Order when it is accepted by the County or does it begin at the end of the 60 months?

Response: The 18-month warranty will begin at substantial completion for each project at the time Pinellas County receives beneficial use.

14. Addendum No. 1 states we are to provide a Performance and Payment Bond in the amount of \$2,000,000.00. The bond premium is due when the contract is executed. How are we to be reimbursed for our bond premium? This is of concern since the minimum contract value is \$20,000.00 and we do not know how much work we will actually do.

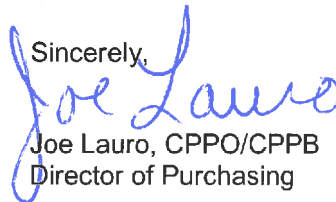
Response: Please refer to the Advisory section of this addendum. Please consider bond cost when completing your bid submittal response. Contractors may be able to recoup cost by performing well and receiving an adequate necessary amount of task work orders throughout the contract period.

15. Will the County consider changing the bond requirement to a "per job basis" rather than a \$2M bond over a 5 year period?

Response: No.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 54 under Addendum No. 2 and return with completed bid package.

Sincerely,

Joe Lauro, CPPO/CPPB
Director of Purchasing



Joe Lauro, CPPO/CPPB
Director

November 16, 2015

TO: ALL PREQUALIFIED BIDDERS

INVITATION TO BID: Job Order Contracting (JOC) – WWTP & Water Plant
Maintenance, Repair, Minor Construction &
Underground Utilities

BID NUMBER: 156-0013-CP(Df)

BID SUBMITTAL IS DUE: December 3, 2015 @ 3:00 PM

ADDENDUM NO. 1

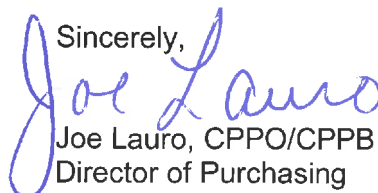
Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

Clarifications: Invitation to Bid Section B – Special Conditions

1. Paragraph 3: Pricing/Period of Agreement is revised to include a Total Minimum Contract Value of \$20,000.00.
2. Paragraph 6: Contract Security is revised. Awarded Bidder(s) shall provide a Performance and Payment Bond in the amount of \$2,000,000.00 and not 50% of the Maximum Contract Term Value.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 54 under Addendum No. 1 and return with completed bid package.

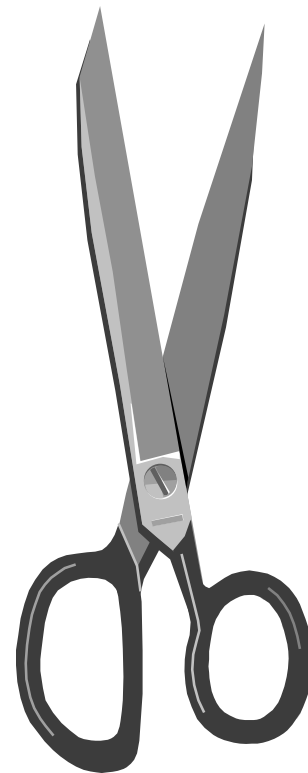
Sincerely,

Joe Lauro, CPPO/CPPB
Director of Purchasing

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



Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.:	156-0013-CP(DF)
BID TITLE:	Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities
DUE DATE/TIME:	December 3, 2015 @ 3:00 P.M.
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h2 style="text-align: center;">INVITATION TO BID</h2>	BID NUMBER: 156-0013-CP(DF)
ISSUE DATE: October 30, 2015	TITLE: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities	
SUBMITTAL DUE: December 3, 2015 @ 3:00 P.M.		
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		MANDATORY PRE-BID CONFERENCE
DEADLINE FOR WRITTEN QUESTIONS: November 20, 2015 BY 3:00 P.M.	SUBMIT QUESTIONS TO: David Fechter AT dfechter@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925	November 10, 2015 at 1:30 PM 400 S Fort Harrison Avenue Room 516 Clearwater, Florida 33756
Engineering Estimate \$20,000,000.00 Plans Prepared by: N/A Engineer/Project Manager Is: Nan, Bennett, Engineering	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center;">THE MISSION OF PINELLAS COUNTY</p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p> </div> <div style="width: 35%; text-align: center;">  JOSEPH LAURO, CPPO/CPPB Director of Purchasing </div> </div>	

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type category construction, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

BIDDER MUST COMPLETE THE FOLLOWING

Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance requirements.

PAYMENT TERMS: ____% ____ DAYS, NET PER F.S. 218.735

BIDDER (COMPANY NAME):	D/B/A
Mailing Address	City, State Zip
Company Email Address	Phone Fax
Remit To Name (as Shown on Company Invoice)	Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and, Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

TABLE OF CONTENTS

DEFINITIONS	4
1. BIDS:	8
2. DESCRIPTION OF SUPPLIES	8
3. SUBMISSION OF BID	8
4. REJECTION OF BID	8
5. WITHDRAWAL OF BID	8
6. LATE BID OR MODIFICATIONS	8
7. PUBLIC REVIEW AT BID OPENING	8
8. BID TABULATION INQUIRIES	9
9. AWARD OF CONTRACT	9
10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER	9
11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	9
12. PROVISION FOR OTHER AGENCIES	9
13. PUBLIC RECORDS/TRADE SECRETS	9
14. COLLUSION	10
15. CONTRACTOR LICENSE REQUIREMENT	10
16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS	10
17. RIGHT TO AUDIT	10
18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":	10
19. MULTIPLE COPIES	10
20. COUNTY INDEMNIFICATION	10
21. VARIANCE FROM STANDARD TERMS & CONDITIONS	10
22. ADA REQUIREMENT FOR PUBLIC NOTICES	10
23. "OR EQUAL" DETERMINATION	10
24. INSURANCE	10
25. PROCUREMENT POLICY FOR RECYCLED MATERIALS	10
26. ASBESTOS MATERIALS	11
27. PAYMENT/INVOICES	11
28. TAXES	12
29. TERMINATION	12
30. BIDDER CAPABILITY/REFERENCES	12
31. DELIVERY/CLAIMS	12
32. MATERIAL QUALITY	12
33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS	12
34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS	12
35. EXCEPTIONS	13
36. NON-EXCLUSIVE CONTRACT	13
37. LOBBYING	13
38. ADDITIONAL REQUIREMENTS	13
39. ADD/DELETE LOCATIONS SERVICES	13
40. INTEGRITY OF BID DOCUMENTS	13
41. PUBLIC EMERGENCIES	13
42. JOINT VENTURES	14
43. CONFLICT OF INTEREST	14
44. PROTEST PROCEDURE	14
45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE	16
46. LUMBER PRODUCED IN THE STATE OF FLORIDA	16
SECTION B – SPECIAL CONDITIONS	17
1. PRE-QUALIFICATION OF BIDDER	17
2. OVERVIEW OF THE CONTRACT	17
3. PRICING/PERIOD OF AGREEMENT	17
4. MANDATORY PRE-BID CONFERENCE	18
5. BID BOND GUARANTEE	18
6. CONTRACT SECURITY	18
7. LICENSES, PERMITS, FEES AND TAXES	19
8. COMPLIANCE WITH LAWS	19
9. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS	19
10. AWARD OF CONTRACT	20
11. AFTER NOTICE OF AWARD TO CONTRACTOR	20
12. INTENT OF THE CONTRACT DOCUMENTS	20
13. STORAGE OF MATERIALS	20
14. SANITATION	20
15. ERRORS AND OMISSIONS	20
16. CONTRACTORS AND SUBCONTRACTORS	20
17. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES	21
18. CONTRACT TIME AND TIME EXTENSIONS	23
19. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS	23

TABLE OF CONTENTS

20. PINELLAS COUNTY'S COMMITMENT TO SAFETY	24
21. CHANGES IN THE WORK	24
22. CLAIMS AND DISPUTES	24
23. PAYMENTS TO CONTRACTOR	25
24. ACCEPTANCE AND FINAL PAYMENT	25
25. PAYMENTS WITHHELD	26
26. COVENANT AGAINST CONTINGENT FEES	26
27. LANDS FOR WORK AND ACCESS THERETO	26
28. SITE INVESTIGATION	27
29. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION	27
30. OTHER WORK	28
31. TERMINATION	28
32. SUBMITTALS AFTER AWARD	29
33. RIGHT TO AUDIT	32
34. INTEREST ON JUDGMENTS	32
35. DRAINAGE	32
36. SURVEY AND LAYOUT	32
37. CONFORMITY OF WORK WITH PLANS	33
38. LABORATORY TESTING	33
39. GUARANTEE OF WORK	33
40. WARRANTY:	33
41. SUBMISSION OF BIDS	33
42. CONTRACTOR'S KEY PERSONNEL	34
43. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS	34
44. ORDERING WORK	35
45. COUNTY FURNISHED EQUIPMENT/MATERIALS	37
46. SALVAGE AND SALVAGE DISPOSAL	37
47. CONTRACT ADMINISTRATOR	37
48. TEMPORARY SERVICES AND UTILITIES	37
49. PRE-CONSTRUCTION CONFERENCE	38
50. JOB MEETINGS	38
51. COUNTY-DECLARED DISASTERS	38
52. COMPUTER REQUIREMENTS	38
53. JOB ORDER CONTRACTING SOFTWARE	38
54. JOB ORDER CONTRACTING SYSTEM LICENSE	39
55. COOPERATIVE PURCHASING	39
56. SPECIAL FUNDING	40
SECTION C - INSURANCE REQUIREMENTS:	41
SECTION D -SPECIFICATIONS:	45
SECTION E -BID SUBMITTAL FORM:	46
ELECTRONIC PAYMENT (EPAYABLES):	50
BID SUBMITTAL OFFICERS FORM	51
FLORIDA TRENCH SAFETY ACT	53
SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:	54
SECTION G - STATEMENT OF NO BIDS:	55
SECTION H - AGREEMENT:	56
SECTION I -BONDS:	61
SECTION J - AFFIDAVIT OF RELEASE AND GUARANTEE:	67
APPENDIX 1 - PERMITS:	68
APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT	69
APPENDIX 3 – REPORTS:	70

DEFINITIONS**DEFINITIONS**

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Adjustment Factors: The Bidder's competitively bid price adjustments to be applied to the unit prices listed in the Construction Task Catalog[®].

Agreement: The written Agreement between Board of County Commissioners of Pinellas County Florida and Contractor covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein, also referred herein as the Contract.

Award Criteria Figure: The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.

Base Term: The initial period of the Contract and does not include any Option Terms.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Job Order Contract.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Architect/Design Professional/Engineer of Record: A Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who may develop criteria and concept for a Project, perform the analysis and be responsible for the preparation of a Project's specific Plans and Specifications. If applicable to a Project, the Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Job Order Contract on the date of the Notice to Proceed.

Construction Task Catalog[®] (CTC): A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

Consultant: The Professional Engineer/Design Professional or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Design Professional/Engineer of Record or may provide services through and be subcontracted to the Design Professional/Engineer of Record or maybe providing construction engineering and inspection (CEI) services, as applicable.

Contract Administrator: The County's designee for overseeing the Job Order Contracting program.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda and legal advertisements.

Contract Term: Twelve (12) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

Detailed Scope of Work: A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.

DEFINITIONS

Final Acceptance: Whenever the Work provided for under the Job Order has been completely performed by the Contractor, and the final inspection has been made by the Project Manager.

Final Completion: The point in which all Work is complete and all other Job Order requirements have been satisfied.

Inspector: An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Job Order: A written order requiring the Contractor to complete the Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.

Job Order Amount: The lump sum amount the Contractor will be paid for completing the Detailed Scope of Work of a particular Job Order.

Job Order Completion Time: The period of time allotted for the Contractor to complete the Detailed Scope of Work of a particular Job Order.

Job Order Price Proposal: The price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Priced Tasks, quantities and the appropriate Adjustment Factors required to complete the Detailed Scope of Work.

Job Order Proposal: A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) construction schedule; and (e) other requested documents.

Joint Scope Meeting: A site meeting to discuss the work before the Detailed Scope of Work is finalized.

Man Day: A unit of measure for work by one person in a calendar day.

Maximum Contract Term Value: The maximum dollar value of Job Orders that can be ordered during any single term of the Contract.

Maximum Contract Total Value: The maximum dollar value of Job Orders that can be ordered under this Contract during the entire duration of the Contract.

Minimum Contract Value: The minimum dollar value of Job Orders guaranteed to be ordered by the County under the Contract and within the initial Contract Term.

Non Pre-priced Task: An item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.

Normal Working Hours: 7:00 AM to 7:00 PM Monday through Friday except Holidays.

Notice of Award: The formal document informing the Contractor of its successful selection to receive a Job Order Contract.

Notice to Proceed: Formal written document informing the Contractor to begin the Job Order Contract.

Option Term: An additional period of time beyond the Contract Term which extends the termination date of the Contract.

Other Than Normal Working Hours: The hours of 7:01 PM to 6:59 AM Monday through Friday and any time Saturday, Sunday, and Holidays. County holidays are as follows: New Years Day, January 1st, Martin Luther King Day, 3rd Monday in January, Memorial Day, Last Monday in May, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans Day, November 11th, Thanksgiving Day, 4th Thursday in November, Friday following Thanksgiving, and Christmas, December 25th. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the proceeding Monday or following Friday is also recognized as a holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the official holiday. If the holiday falls on a Sunday, the proceeding Monday is observed as the official holiday.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

DEFINITIONS

PCU - Standard Specifications: Pinellas County Utilities (PCU) "Material Specification Manual", "Technical Specifications", "Pump Station Standard Details" and "Standard Details" as described and defined on the Utility Department's website at <http://www.pinellascounty.org/utilities> under the Engineering header. Contractor's bid must be based on those standards that are in place as of the Bid Publication date.

PC Special Provisions -- Pinellas County Environment and Infrastructure Roadway Special Provisions that provide specific additions and/or revisions to the requirements of the Pinellas County Standard Technical Specifications for Roadway and Related (latest edition).

PC Std. Tech. Spec. -- Pinellas County Environment and Infrastructure Standard Technical Specifications for Roadway and Related Construction (latest edition) shown on the Pinellas County website.

PC Supplemental Specifications: Specifications adopted by Pinellas County Environment and Infrastructure that add or revise the Pinellas County Standard Technical Specifications for Roadway and Related Construction (latest edition) and/or the Pinellas County Special Provisions, setting forth conditions varying from or additional to the Pinellas County Standard Technical Specifications (latest edition) and/or the Pinellas County Special Provisions applicable to a specific Project or a specific set of conditions.

Plans: Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer and incorporated into the Detailed Scope of Work on a Job Order by Job Order basis.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Job Order, or a series of related Job Orders.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal: The set of documents prepared by the Contractor including at least: (1) a Job Order Price Proposal; (2) a proposed schedule; (3) a list of proposed subcontractors, (4) sketches or layouts; (5) technical data or information on proposed materials or equipment; and (6) a Schedule of Values, if any.

Punch List: The written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or Job Order).

Record Drawings: Record Drawings are a set of signed/sealed CONTRACT PLANS that are maintained by the Contractor for the express use of recording AS-BUILT INFORMATION.

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Request For Proposal (RFP): A written request to the Contractor issued by the County that formally requests the Contractor to prepare a Proposal for a Detailed Scope of Work referenced therein.

Schedule of Values: The individual values as set forth by the Contractor as payment for the Work completed on a Job Order, as required on a Job Order by Job Order basis.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date approved by the Project Manager when construction is sufficiently complete, in accordance with the Job Order, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

Supplemental Job Order: A Job Order that adds work to, deletes work from, or adjusts the Job Order Completion Time for a prior related Job Order.

Technical Specifications: The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Detailed Scope of Work.

Unit Price: The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

DEFINITIONS

Work: All labor, materials and incidentals required by the Contract or any Detailed Scope of Work including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Contract, all costs of liability and of performing the work shall be included in the Adjustment Factors.

SECTION A - GENERAL CONDITIONS

1. BIDS:

Bid will be prepared in accordance with the following:

- (a) The enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Submittal shall be furnished.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The Bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
 - 3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents

SECTION A - GENERAL CONDITIONS

submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

8. BID TABULATION INQUIRIES:

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. AWARD OF CONTRACT:

- (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER: Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

12. PROVISION FOR OTHER AGENCIES: Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

13. PUBLIC RECORDS/TRADE SECRETS: Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.

SECTION A - GENERAL CONDITIONS

- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:** See agreement in Section H
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
 - (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

SECTION A - GENERAL CONDITIONS

- (b) When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- (c) On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

Definitions for Recycled Materials:

- (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.
- (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.
- (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. ASBESTOS MATERIALS:

- (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

- 27. PAYMENT/INVOICES:** Supplier shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. Seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice

SECTION A - GENERAL CONDITIONS

Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**

- (a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.

31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No

SECTION A - GENERAL CONDITIONS

assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

35. **EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
36. **NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
37. **LOBBYING:** Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.
40. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.
41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental

SECTION A - GENERAL CONDITIONS

entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

43. **CONFLICT OF INTEREST:**

a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.

b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)
Fax – 727-464-8386

44. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

SECTION A - GENERAL CONDITIONS

- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE: Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE (CONTINUED):

- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. LUMBER PRODUCED IN STATE OF FLORIDA

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

SECTION B - SPECIAL CONDITIONS

Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities
Bid Number: 156-0013-CP(Df)

IMPORTANT NOTICE: Changes have been made to the Insurance process. THE INSURANCE CERTIFICATE AND RELATED REQUIRED DOCUMENTATION IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

SECTION B – SPECIAL CONDITIONS
INSTRUCTIONS TO BIDDERS:

1. **PRE-QUALIFICATION OF BIDDER:** Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type construction, or those that are pre-qualified by the Florida Department of Transportation (FDOT) in an equivalent prequalification, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.
2. **OVERVIEW OF THE CONTRACT**
 - A. This Job Order Contract shall be awarded to one (1) or more Water and Sanitary Sewer type Prequalified Contractors to provide services involving construction, installation and repair (accomplished through open excavations or through other means) of utility piping systems and industrial mechanical and electrical construction and repair of water and wastewater treatment and pumping facilities.
 - B. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the county. The bid documents include a Construction Task Catalog[®] containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.
 - C. The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog[®]. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.
 - D. Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and material men, construction schedule, and other requested documentation. The Job Order Amount shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
 - E. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
 - F. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Amount. The Job Order Amount shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.
3. **PRICING/PERIOD OF AGREEMENT:** The intended maximum contract term value per vendor is \$5,000,000.00 but may be lower or higher as circumstances dictate. The maximum contract total value is \$20,000,000.00. Adjustment Factors bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than sixty (60) consecutive calendar months.

ANNUAL ADJUSTMENT FACTOR

- A. The Normal Working Hours and Other Than Normal Working Hours Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following.
- B. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the U.S Twenty City Index published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bids due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).

SECTION B - SPECIAL CONDITIONS

- C. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the U.S Twenty City Index published in the Engineering News Record (ENR) for the 12 months beginning with month of anniversary of the bids due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
- D. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- E. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
- F. Averages shall be obtained by summing the 12 month indices and dividing by 12.
- G. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- H. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Annual Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI's, if any, shall be used in subsequent calculations.
- I. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- J. The Contractor shall use the Adjustment Factors in effect on the date the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- K. The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.

4. **MANDATORY PRE-BID CONFERENCE:** Questions pertaining to the bid will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this Project, bids received from Bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

Mandatory Pre-Bid will be held **November 10, 2015 at 1:30 PM at 400 S Fort Harrison Avenue, Room 516 Clearwater, Florida 33756.**

5. **BID BOND GUARANTEE:**

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of Twenty-Five Thousand Dollars (\$25,000) and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashiers check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

6. **CONTRACT SECURITY:**

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Maximum Contract Term Value, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
 - 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

SECTION B - SPECIAL CONDITIONS

2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Maximum Contract Term Value.
 3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

7. LICENSES, PERMITS, FEES AND TAXES:

- A. Pursuant to section 218.80, Florida Statutes (2007), Pinellas County discloses to the Contractor the following permits and fees which will have to be obtained by and will be payable by the Contractor who is the successful Bidder or proposer. Reimbursement will be included in a Supplemental Job Order using the Construction Task Catalog[®] Pre-priced task for Reimbursable Fees at an Adjustment Factor of 1.0000, and will be for the actual amount paid, as evidenced by official receipts from the offices collecting the fees. Permits are including but not limited to the following:
1. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. **License fees are not reimbursable.**
 2. Permits and Associated Fees: Contractor will obtain all necessary permits and pay the associated permit fees
 3. Impact Fees – if applicable are responsibility of the contractor.
 4. Inspection Fees - Contractor will be responsible for all inspection fees.
 5. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.
- D. The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution[®]) for their JOC program. The Gordian JOC Solution[®] includes Gordian's proprietary eGordian[®] JOC Applications and Construction Task Catalog[®], which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution[®].
8. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Contract, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.
9. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

SECTION B - SPECIAL CONDITIONS

10. **AWARD OF CONTRACT:** The Contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive Bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.
11. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A Kickoff Conference will be held following execution of the Contract Documents and prior to the Notice to Proceed.
12. **INTENT OF THE CONTRACT DOCUMENTS:**
 - A. It is the intent of the Contract Documents to describe a functionally complete contracting system. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, and subsequent Job Orders, as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Work, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
 - B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete contracting system.
 - C. Detailed Scopes of Work and Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Detailed Scopes of Work and Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Detailed Scope of Work.
 - D. The order of precedence of the component parts of the Contract Documents shall be as follows:
 1. Agreement
 2. Addenda (later takes precedence over earlier)
 3. Job Orders (including Detailed Scopes of Work and Requests for Proposals)
 4. Volume 1 - Invitation to Bid
 5. Volume 2 - Construction Task Catalog®
 6. Volume 3 – Technical and Material Specifications
 7. Volume 4 - Supplemental Specifications
13. **STORAGE OF MATERIALS:** Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.
14. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.
15. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Purchasing Department, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.
16. **CONTRACTORS AND SUBCONTRACTORS:**
 - A. Qualification
 1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.

SECTION B - SPECIAL CONDITIONS

2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. As part of each Proposal submitted to the County for a Job Order, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the proposed subcontractor and a summary description of the Work subcontracted. The Design Professional/Engineer Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal.
2. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

17. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.
- E. Contractor's Supervision
 1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.
 2. Contractor's Superintendent:
 - a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Detailed Scope of Work and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
 - b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.
 3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in

SECTION B - SPECIAL CONDITIONS

emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.

4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns and/or required by the Detailed Scope of Work)
 - a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Detailed Scope of Work. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary. The Contractor may charge for the cost of a Worksite Traffic Supervisor as a Non Pre-priced task in its Job Order Price Proposal.
 - b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
 - c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.
 - d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Detailed Scope of Work. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Detailed Scope of Work. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work. The cost of all Unforeseeable Work shall be calculated in accordance with the procedures for developing Job Orders.
2. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to Remove and Renew Defective Materials and Work:
 - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Detailed Scope of Work, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
 - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for

SECTION B - SPECIAL CONDITIONS

the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

18. CONTRACT TIME AND TIME EXTENSIONS

- A. The Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within two (2) regular Work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Job Order Completion Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular Work days notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Contract Administrator an extension to the Job Order Completion Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Job Order Completion Time must be authorized by Supplemental Job Order approved by the Contract Administrator.

19. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than twenty-four (24) hours prior to the regular Work day.
- C. No Work will be permitted on:

New Years Day
Independence Day
Thanksgiving Day

SECTION B - SPECIAL CONDITIONSChristmas Day

- D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of EIGHT HUNDRED FIFTY DOLLARS (\$ 850.00) per man day for each Saturday and Sunday on which the Contractor Works.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ELEVEN HUNDRED FIFTY DOLLARS (\$ 1,150.00) per man day for each recognized Holiday on which the Contractor Works.
- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

20. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

21. CHANGES IN THE WORK

- A. Without invalidating the Job Order, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that alter the Detailed Scope of Work. Such changes may be effected by Supplemental Job Order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Detailed Scope of the Work are required or if the Job Order Completion Time or the total Job Order Amount is increased or decreased by the additional or decreased Work, a Supplemental Job Order approved by the Contract Administrator will be required.
- C. The value of such extra Work or change shall be determined by Article 45.
- D. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The costs of all Work shall be determined in accordance with Article 45.
- E. Execution by the Contractor of a properly authorized Supplemental Job Order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Supplemental Job Order.

22. CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the

SECTION B - SPECIAL CONDITIONS

Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.

- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

23. PAYMENTS TO CONTRACTOR

- A. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.
- B. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Design Professional/Engineer/Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on Schedule of Values, as applicable to the Job Order. The Design Professional/Engineer/Project Manager will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.
- G. Retainage: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

24. ACCEPTANCE AND FINAL PAYMENT

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Job Order has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Job Order, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or

SECTION B - SPECIAL CONDITIONS

correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).

D. Final Acceptance

1. Whenever the Work provided for under the Detailed Scope of Work has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.
2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

E. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

F. Termination of Contractor's Responsibility: The Job Order will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

25. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Job Order Amount; (e) reasonable indication that the Work will not be completed within the Job Order Completion Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.
26. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Job Order Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27. **LANDS FOR WORK AND ACCESS THERETO**

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other

SECTION B - SPECIAL CONDITIONS

lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SITE INVESTIGATION

- A. The Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of the Detailed Scope of Work under the Job Order. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a Job Order Proposal shall be taken as prima-facie evidence of compliance with this section.
- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the sites; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

29. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Detailed Scope of Work are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.

SECTION B - SPECIAL CONDITIONS

- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

30. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Detailed Scope of Work, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Job Order Completion Time or adjustment to the Job Order Amount.
- D. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional/Engineer/Project Manager and the others whose work will be affected.
- E. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work.

31. TERMINATION**A. Termination for Default**

- 1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement and/or any Job Order, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work within the time specified;
 - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
 - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;

SECTION B - SPECIAL CONDITIONS

- g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
 - k. Failure to submit Job Order Proposals in a timely manner;
 - l. Submitting Job Order Price Proposals that contain inappropriate tasks and quantities for the Detailed Scope of Work
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
 3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Job Order Amount, and if such expenditures exceed the unpaid balance of the Job Order Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.
 4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
 5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement and/or any Job Order, in whole or in part; without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Job Order Amount(s) earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

32. SUBMITTALS AFTER AWARD**A. Schedule**

1. The Contractor shall submit a preliminary Construction Progress Schedule as part of each Job Order Proposal in a form acceptable to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. A bar graph format is acceptable for the Construction Progress Schedule. A Purchase Order may not be issued without an approved Construction Progress Schedule.
2. When required by the County, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and

SECTION B - SPECIAL CONDITIONS

the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Job Order Amount.

3. The Construction Progress Schedule shall be updated by the Contractor when requested by the County. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval
 4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Request For Proposal for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Request For Proposal in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.
 - C. Whenever materials or equipment are specified or described in the Detailed Scope of Work by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager as part of the Contractor's Job Order Proposal.
 - D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the Detailed Scope of Work, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in the Detailed Scope of Work (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
 - E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Detailed Scope of Work, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Detailed Scope of Work. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
 - F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Supplemental Job Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Detailed Scope of Work occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.
 - G. Shop Plans/Working Plans
 1. When shop plans or working drawings are requested by the County, either two (2) complete sets or electronic pdf file of detailed shop or working drawings shall be furnished by the Contractor to the County for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for

SECTION B - SPECIAL CONDITIONS

review

2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection Plans all deviations from the Detailed Scope of Work and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day or electronic delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the County for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.

- I. If requested by the County, the Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within

SECTION B - SPECIAL CONDITIONS

the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in DVD format

33. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

34. INTEREST ON JUDGMENTS:

In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

- 35. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

36. SURVEY AND LAYOUT

- A. When required by the Detailed Scope of Work, the Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect a Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Job Order Completion Time by the Contractor. The Contractor shall be compensated by using the appropriate task in the Construction Task Catalog[®].
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Job Order Completion Time. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.

SECTION B - SPECIAL CONDITIONS

- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:
 - 1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.
 - 2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

37. CONFORMITY OF WORK WITH PLANS

- A. Plans may be provided on some Job Orders as part of the Detailed Scope of Work. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by modification of the Detailed Scope of Work under a Supplemental Job Order which will provide for an appropriate adjustment in the Job Order Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.

38. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the Contractor. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

39. **GUARANTEE OF WORK:** All Work shall be guaranteed for eighteen (18) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

40. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into a Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

41. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. **Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.
- B. **How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as

SECTION B - SPECIAL CONDITIONS

Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. My document is a compilation of multiple sources. Should I send multiple PDF files?

Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

42. **CONTRACTOR'S KEY PERSONNEL**

- A. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
- B. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner. In the event the Owner's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Owner \$75 per hour for such effort.
- C. Should the County deem the performance of any employee of the Contractor unsatisfactory, the Contractor shall terminate the involvement of such employee in all areas of Contract performance.
- D. The Contractors shall not remove a Project Manager or Superintendent from any Job Order without notification and or approval of the Owner.

43. **CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

The Owner may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

- A. Rotational selection among all Contractors, unless otherwise determined by the Owner.
- B. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- C. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
- D. Management of Job Order dollar volume within bonding limitations of the Contractor.
- E. Price, as it relates to the Owner's independent cost estimate or to an offer from any other contractor.
- F. Contractor's responsiveness to the Owner on Job Orders.

SECTION B - SPECIAL CONDITIONS

- G. Other appropriate criteria as deemed in the best interest of the Owner.

44. ORDERING WORK

- A. As the need arises, the County will notify the Contractor of a Project and schedule a Joint Scope Meeting.
- B. Upon this notice, the Contractor shall respond to the needs of the County within forty-eight (24) hours by:
1. Establishing verbal contact with County to further define the scope of the requirement, and
 2. Visiting the proposed work site in the company of a County representative, and participating in a Joint Scope Meeting which will include discussion and establishment of the following:
 - a. Project number and title
 - b. the general scope of the work;
 - c. alternatives for performing the work and value engineering;
 - d. access to the site and protocol for admission;
 - e. hours of operation;
 - f. staging area;
 - g. requirements for catalog cuts, technical data, samples and shop drawings;
 - h. requirements for professional services, sketches, drawings, and specifications;
 - i. construction duration;
 - j. liquidated damages;
 - k. the presence of hazardous materials;
 - l. date on which the Job Order Proposal is due.
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- D. The Contractor's Job Order Proposal shall include, at a minimum:
- a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors;
 - d. Construction schedule;
 - e. Other requested documents.
- E. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- F. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- G. The Contractor will prepare the Job Order Price Proposal in accordance with the following:
1. Pre-priced Tasks: A task described and for which a unit price is set forth in the Construction Task Catalog[®].
 2. Non Pre-priced Tasks: A task that is not set forth in the Construction Task Catalog[®]. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - a. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - b. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - c. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

SECTION B - SPECIAL CONDITIONS

For Non Pre-priced Tasks Performed with the Contractor's Own Forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

- d. After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 - e. The County's determination as to whether an item is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
3. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
 4. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. The Contractor will be expected to provide sketches, minor calculations, shop drawings and specifications and "as built" drawings. The cost of these services shall be included in the Contractor's Adjustment Factors.
 5. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
 6. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
 7. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
 8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- F. Review of the Proposal and Issuance of Job Order
1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
 2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - a. Will constitute or create a hazard to the work, or to persons or property;
 - b. Will not produce finished Work in accordance with the terms of the Contract; or

SECTION B - SPECIAL CONDITIONS

- c. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
 4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
 5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
 6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

45. COUNTY FURNISHED EQUIPMENT/MATERIALS

From time to time the County may elect to supply its own materials and/or equipment for a specific project. In those cases the County may require the Contractor to provide transportation of such equipment or materials. The Contractor shall be paid for transportation of said materials by means of the appropriate tasks from the Construction Task Catalog[®]. The equipment or materials will be transported from County storage area to the work site indicated on the Job Order. The Contractor assumes the risk and responsibility for the loss or damage to County-furnished property. The Contractor shall follow the instructions of County representatives regarding the disposition of all County-furnished property not consumed in performance of a Job Order.

46. SALVAGE AND SALVAGE DISPOSAL

The material and equipment which are removed or disconnected and, in the opinion of County, are of value, but are not specified for reuse, shall remain the property of County. County representatives shall be informed of the presence of the property and disposition instructions shall be requested.

47. CONTRACT ADMINISTRATOR

The County will assign a Contract Administrator to oversee the execution of the Job Order Contract Program.

48. TEMPORARY SERVICES AND UTILITIES

Unless the Detailed Scope of Work states otherwise:

A. Temporary Services and Utilities:

1. General:
 - a. The Contractor shall be responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the work. The Contractor shall pay all costs for such general services and temporary facilities.
 - b. Temporary connections for all utilities and facilities used by the Contractor including installation, maintenance and removal of such facilities shall be at the Contractor's expense.
 - c. If the County requests temporary services and utilities for their field office, or facilities for use by the County, these costs will be included in the Contractor's Job Order Price Proposal.

B. Water:

1. The Contractor shall provide temporary water connections as required for drinking and construction purposes, unless potable water is available at the Site and its use by the Contractor is approved by the County.
2. The Contractor shall note that the County reserves the right to regulate the use of water and may impose restrictions on the use in the event water is being used carelessly by the Contractor.

C. Light and Power:

The Contractor may utilize power which is available at the job site. The Contractor shall provide his/her own portable electric system or make temporary connections to the existing electrical system as necessary or make arrangements with the power company at his/her own expense, to supply his/her construction needs. An alternate power source shall be provided for temporary cooling and/or heat.

SECTION B - SPECIAL CONDITIONS**D. Temporary Field Offices:**

1. On some Job Orders the Contractor shall provide his/her own field office at his/her expense. The cost for providing the County a separate field office will be treated as a Pre-priced item and paid for in the Contractor's Job Order Price Proposal. Location shall be approved by the County.
2. The Contractor shall provide separate telephones in the temporary offices for its use. The Contractor shall pay for the cost of installing such telephones and the cost of all telephone service. The Contractor must provide a stationary telephone or cellular phone at the job site for its own needs and for the County to contact them. If the Contractor is required to provide the County a field office, these costs will be either paid directly to the phone company by the County or if the Contractor is required to provide this service, Contractor will include these cost in the Job Order Price Proposal.
3. The Contractor shall provide a facsimile machine in the temporary field office to expedite written communication between the parties. The Contractor shall bear all costs of providing said equipment.
4. The facilities mentioned above shall be made available for use by the County's designated representative during its site visits if the County does not have a field office at the site.

E. Temporary Sanitation Facilities:

1. Contractor's personnel will normally not be permitted to use toilet facilities on project premises subject to regulation and control of County's staff. The Contractor shall provide adequate and suitable temporary facilities for the use of workmen at the Contractor's expense.
2. The Contractor shall provide temporary toilets for the use of the workmen, placed where directed and maintained in a sanitary condition.
3. At the completion of the project the temporary toilets shall be removed.
4. Existing on-site toilet facilities may be used to meet the above requirements subject to the prior approval of the County.

F. Temporary Fire Protection:

1. The Contractor shall take all precautions necessary and required to prevent fire and comply with the requirements of local authorities having jurisdiction
2. Fuel to cutting and heating torches shall be gas only, and shall be contained in Underwriters' Laboratory approved containers. The Contractor shall provide and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity of the work when welding tools or torches of any type are in use.
3. The Contractor shall not use volatile liquids for cleaning agents or as fuels for motorized equipment or tools within building.
 - a. Tarpaulins shall be securely anchored and flame proofed, when attached to any wood scaffolding and when used to enclose any portion of a building above the first floor.
 - b. Flammable materials shall not be stored, nor debris allowed to accumulate, in or about the site.

49. PRE-CONSTRUCTION CONFERENCE

At the discretion of the County, and on a Job-Order-by-Job-Order basis, there may be a mandatory pre-construction conference at each project site to discuss specific management concerns and requirements regarding the particular Job Order. The Contractor shall be required to attend.

50. JOB MEETINGS

The Contractor and/or subcontractors or their qualified representatives shall attend conferences with County's representatives, at a frequency as determined by the County, for the purpose of coordinating or expediting the work.

51. COUNTY-DECLARED DISASTERS

In a declared disaster by the County, the County Administrator (or his designee) has the authority to adjust the Contractors Adjustment Factors following a declared disaster which impacts the local construction market after providing notice to the Board of County Commissioners and receiving no objections of the details of such an adjustment which must include the amount of the adjustment, the impacted materials and services, and the duration of the adjustment.

52. COMPUTER REQUIREMENTS

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

53. JOB ORDER CONTRACTING SOFTWARE

SECTION B - SPECIAL CONDITIONS

The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution[®]) for their JOC program. The Gordian JOC Solution[®] includes Gordian's proprietary eGordian[®] JOC applications (JOC Applications) and construction cost data (Construction Task Catalog[®]), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution[®]. The Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog[®] and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

54. JOB ORDER CONTRACTING SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog[®], training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

- B. In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution[®], the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the Owner. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Job Order Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the Owner. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs. The Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to:	The Gordian Group, Inc.
Mail Checks to:	P.O. Box 751959
	Charlotte, NC 28275-1959

- C. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- D. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
- E. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

55. COOPERATIVE PURCHASING

- A. Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall include the License Fee as a Reimbursable Task without mark-up in its Job Order Price Proposal. Gordian and the Contractor shall mutually utilize ezlQC[®] to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.
- B. The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.
- C. The Owner and Gordian authorize the Contractor the use of the Owner's and Gordian's names, logos, trademarks, and the Owner's and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

SECTION B - SPECIAL CONDITIONS

- D. The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").
- E. Remittance of License Fees: The Contractor shall remit License Fees as follows:
 Payments Made Payable to: ezIQC, LLC
 Mail Checks to: Attention: A/R Department
 30 Patewood Drive, Suite 350
 Greenville, SC 29615
- F. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- G. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.
- H. The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

56. SPECIAL FUNDING

- A. Job Orders under this Contract may be funded, in whole or in part, with federal or other grant funds. The County shall not be obligated to compensate the Contractor beyond the Adjustment Factor(s) in effect at the time of the Job Order. Any special grant requirements by the County will be listed in the Request for Proposal and or the Detailed Scope of Work and complied by the Contractor.
- B. The Contractor is responsible for paying the most current applicable wage rate in effect at the time the Work takes place.

SECTION C – INSURANCE REQUIREMENTS**SECTION C - INSURANCE REQUIREMENTS:**

1. **LIMITATIONS ON LIABILITY.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees that the services will be provided without any limitation on Pinellas County's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Pinellas County's liability to any specified amount in the performance of the services. Pinellas County shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services without any limitation on Pinellas County's liability that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its prohibition on any limitation on Pinellas County's liability as non-negotiable, to disqualify any Pinellas County that includes exceptions to this prohibition on any limitation on Pinellas County's liability, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Pinellas County's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Pinellas County harmless in any way related to the services. Pinellas County shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Pinellas County to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any DOCUMENT that includes exceptions to this paragraph, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) DOCUMENT submittals should include Pinellas County's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Pinellas County does not currently meet insurance requirements, Pinellas County shall also include verification from its broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation prior to commencement of work.
 - b) Within 10 days of **contract award** and prior to commencement of work, Pinellas County shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with DOCUMENT was a compliant certificate no further action may be necessary. It is imperative that Pinellas County include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph g) (3) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the DOCUMENT and/or contract period.
 - d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by Pinellas County to the County at least thirty (30) days prior to the expiration date.

SECTION C – INSURANCE REQUIREMENTS

- (1) Pinellas County shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Pinellas County from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Pinellas County of this requirement to provide notice.
 - (2) Should Pinellas County, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge Pinellas County for such purchase or offset the cost against amounts due to Pinellas County for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) If subcontracting is allowed under this DOCUMENT, Pinellas County shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Pinellas County and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Pinellas County to the same extent Pinellas County is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Pinellas County to the County at the election of Owner upon termination of the Contract; (3) provide any Bidder listed in g) (3) below will be an additional indemnified bidder of the subcontract; (4) provide any Bidder listed in g) (3) below will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of any Bidder listed in g) (8) below and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-bidder beneficiary of the subcontract. Pinellas County shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the DOCUMENT and/or is signing the agreement with the County. If Pinellas County is a Joint Venture per Section A. titled Joint Venture of this DOCUMENT, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Pinellas County.
 - (3) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by Pinellas County, and any subcontractors, to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities, such as the State of Florida, municipalities, or Appointing Authorities, shall also be endorsed as Additional Insured(s).
 - (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C – INSURANCE REQUIREMENTS

- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that Pinellas County is only using employees named on such list to perform work for the County. Should employees not named be utilized by Pinellas County, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find Pinellas County to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both Pinellas County and subcontractor(s). For projects that include services for others, or involve work in right-of-ways of other entities, such as the State of Florida, municipalities, or Appointing Authorities, Waivers of Subrogation shall be in favor of those entities on the appropriate insurance policies.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of the required coverage and other coverage combined
- (10) The County reserves the right, but not the duty, to review and request a copy of Pinellas County's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

SECTION C – INSURANCE REQUIREMENTS

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If Pinellas County does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Pinellas County can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above **may be required based on type of work performed:**

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

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

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

Note: If work involves extensive environmental work, higher limits may be required.

- (6) Property Insurance Pinellas County will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – SPECIFICATIONS**SECTION D -SPECIFICATIONS:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(DF)

Work consists of a Job Order Contract to perform services involving construction, installation and repair (accomplished through open excavations or other means) of utility piping systems and industrial mechanical and electrical construction and repair of water and wastewater treatment and pumping facilities under the jurisdiction of the County.

This Invitation To Bid can be obtained by downloading from the Purchasing website at http://www.pinellascounty.org/PURCHASE/Current_Bids1.htm you will be directed to www.DemandStar.com

Files should be downloaded from the FTPS site. However, upon request, a compact disk of Job Order Contract Volumes I, II, III and IV may be obtained from the Purchasing Department, 6th Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida. There is no charge for the compact disk. The disk contains the following files:

Volume I, Invitation to Bid
Volume II, Construction Task Catalog
Volume III, Technical and Material Specifications
Volume IV Supplemental Specifications

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(Df)

(Schedule of Values)

TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog®, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)

1	.	2	1	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

1. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

SECTION E – BID SUBMITTAL FORM

**BID FORM
SCHEDULE OF PRICES**

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog[®] and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1. Normal Working Hours Adjustment Factor.....
2. Multiply Line 1 by (.60).....
3. Other Than Normal Working Hours Adjustment Factor.....
4. Multiply Line 3 by (.20).....
5. Non Pre-priced Work Tasks Adjustment Factor.....
6. Multiply Line 5 by (.20).....
7. Add Lines 2+4+6.....

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E – BID SUBMITTAL FORM

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 in the instructions).

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 on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM**ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐

No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

SECTION E – BID SUBMITTAL FORM**BID SUBMITTAL OFFICERS FORM**

BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

ADDRESS:

Printed Name

SECRETARY

ADDRESS:

Printed Name

TREASURER

ADDRESS:

Printed Name

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

Corporation Name

By _____
President

***CORPORATE SEAL ***

Qualifying Agent

Contractor's Registration or Certificate No.
issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name _____ **ADDRESS:** _____
Printed Name _____

Name _____ **ADDRESS:** _____
Printed Name _____

Name _____ **ADDRESS:** _____
Printed Name _____

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By: _____
Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of
Florida

SECTION E – BID SUBMITTAL FORM**FLORIDA TRENCH SAFETY ACT****CERTIFICATION AND DISCLOSURE STATEMENT**

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Job Order Completion Time or Job Order Amount shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ _____

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Company Name

Name and Title

Address:

Telephone/Fax

Federal Employee ID NO. (FEIN)

Email of Account Representative

SECTION F ADDENDA ACKNOWLEDGEMENT FORM**SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(Df)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID**SECTION G - STATEMENT OF NO BIDS:**

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **156-0013-CP(DF)** for **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities**

- ☐ Contract Documents too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet work requirements.
- ☐ Unable to meet Bond requirement.
- ☐ Contract Documents unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION H - AGREEMENT**SECTION H - AGREEMENT:**

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is:

_____.

The Maximum Contract Total Value is:

_____.

The Contract Term is sixty (60) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(Df)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

SECTION H - AGREEMENT

- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog[®] and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

SECTION H - AGREEMENT

	.				
--	---	--	--	--	--

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

	.				
--	---	--	--	--	--

Non Pre Priced Work Task Adjustment Factor:

	.				
--	---	--	--	--	--

For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

B. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order

SECTION H - AGREEMENT

4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

VOLUME I – INVITATION TO BID

VOLUME II - CONSTRUCTION TASK CATALOG

SECTION D.VOLUME III – TECHNICAL AND MATERIAL
SPECIFICATIONS

SECTION D VOLUME IV - SUPPLEMENTAL
SPECIFICATIONS

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

SECTION H - AGREEMENT

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Name of Firm

Chairman

By: _____

Date

Print Name

ATTEST:
Ken Burke,
Clerk of the Circuit Court

Title

By: _____
Deputy Clerk

ATTEST: _____

Print Name

Title

Approved as to Form

WITNESSES: _____

Print Name

By: _____
Office of the County Attorney

Business Address

Print Name

Business Address

Contractor's Registration or Certification No. issued
by the State of Florida
CORPORATE SEAL

SECTION I - BONDS

SECTION I - BONDS:

The exact language in Section I must be used when submitting bonds

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,

and _____, as Surety,

Located at: _____

(Business Address)

Are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligees in the sum of

_____ DOLLARS \$_____ For the payment whereof we bind ourselves,
our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Agreement with Obligees for **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)** in accordance with Contract Documents, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligees any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligees sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligees; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Contract Documents referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Contract Documents.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

SECTION I - BONDS

BOND NO. _____

By execution of this bond, the Surety acknowledges that is has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of

_____, 2016, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Authorized Signature)_____
Witness as to Principal_____
(Print Name)_____
Witness as to Principal_____
(Title)_____

(Business Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

by _____
of _____

_____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida
Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY:

Witness as to Surety_____

(Authorized Signature)_____
Witness as to Surety_____
(Print Name)_____
(Title)_____
(Business Address)**- OR**_____
Witness as to Attorney In Fact_____
(Signature As Attorney In Fact)
(Attach Power of Attorney)_____
Witness as to Attorney In Fact_____
(Print Name)_____
(Title)_____
(Business Address)_____
(Telephone Number)STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By
Of_____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We _____
 (hereinafter called the ("Principal" and _____
 (hereinafter called the ("Surety"), located at _____

A surety insurer chartered and existing under the laws of the state of _____
 and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County Board of
 County Commissioners, Pinellas County (hereinafter called the "County" in the sum of _____

_____ DOLLARS \$ _____

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for
Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF) said Agreement being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(l), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

SECTION I - BONDS

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE _____ DAY OF _____, 20__ 16__
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Authorized Signature)

Witness as to Principal

(Print Name)

Witness as to Principal

(Title)

(Business Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____
Of _____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY: _____

Witness as to Surety_____
(Authorized Signature)_____
Witness as to Surety_____
(Print Name)_____
(Title)_____
(Business Address)**OR**_____
Witness as to Attorney In Fact_____
(Signature As Attorney In Fact)
(Attach Power of Attorney)_____
Witness as to Attorney In Fact_____
(Print Name)_____
(Title)_____
(Business Address)_____
(Telephone Number)STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By
Of_____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION J – AFFIDAVIT OF RELEASE AND GUARANTEE**SECTION J - AFFIDAVIT OF RELEASE AND GUARANTEE:**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally
appeared _____
who after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from

Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF) for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, material men, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Pinellas County, relating in any way to the performance or payment of the above-numbered Agreement, for the period from the date of execution of the Agreement through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered Agreement, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____ who is personally known to me and/or has produced
_____ As identification.

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed or Stamped

APPENDIX 1 - PERMITS**APPENDIX 1 - PERMITS:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

PERMIT INDEX**AGENCY****PERMIT NO.****PAGE NO. (s)**

The requirement for permits, if any, will be discussed at the Joint Scope Meeting for each Job Order and will be noted in the Detailed Scope of Work. The cost for all permits will be reimbursed to the Contractor in the form of a Supplemental Job Order with no-mark up. The Contractor will use the Miscellaneous Reimbursable Fees listed in the Construction Task Catalog[®] time an adjustment factor of 1.0000.

APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT

APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT

PINELLAS COUNTY

APPLICATION AND CERTIFICATE FOR PAYMENT IS PAYMENT CONTINUATION FORM NEEDED?

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

From (Contractor Name)

Pinellas County Department**Payment Application Number****Purchase Order Number**

Payment Period From: _____ **to** _____

CHANGE ORDER SUMMARY			
Change Order #	Date Approved	Additions	Deductions
TOTAL			
NET CHANGE			

PAYMENT SUMMARY	
Original Agreement Amount	\$ _____
Net Change by Change Order	\$ _____
Agreement Sum to Date	\$ _____
Total Completed to Date	\$ _____
Stored Materials to Install	\$ _____
TOTAL	\$ _____
Retainage _____ %	
Total Earned Less Retainage	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

I certify that the payment requested is in accordance with the terms of the agreement dated _____ and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of _____ paid. _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County ("County") relating in any way to the performance of the agreement between contractors and owner, dated _____ for the period from _____ to _____

APPLICATION FOR PAYMENT APPROVED BY:

Consultant or Design Professional/Engineer of Record

Pinellas County _____ (Dept) Engineering Project Manager

Pinellas County Public Works

Director of _____ (Dept)

Contractor

Date _____

APPENDIX 3 – REPORTS**APPENDIX 3 – Reports:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Caladesi Construction Company
1390 Donegan Road
Largo, FL 33771

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P. O. Box 19725
Irvine, CA 92623
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Pinellas County Board of County Commissioners
400 S. Ft. Harrison Avenue, Sixth FL
Clearwater, FL 33756

P.O. Box 19725

Irvine, CA 92623

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

BOND AMOUNT: \$ \$25,000 Twenty Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Job Order Contracting (JOC) - WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of December, 2015.

(Witness)

Caladesi Construction Company

(Principal)

(Seal)

By:

(Title)

PRESIDENT

Developers Surety and Indemnity Company

(Surety)

(Seal)

By:

(Title) Kevin R. Wojtowicz, FL Licensed Agent

, Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaks, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, _____
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

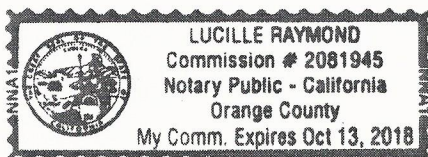
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of December 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

SECTION D – SPECIFICATIONS**SECTION D -SPECIFICATIONS:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(Df)

Work consists of a Job Order Contract to perform services involving construction, installation and repair (accomplished through open excavations or other means) of utility piping systems and industrial mechanical and electrical construction and repair of water and wastewater treatment and pumping facilities under the jurisdiction of the County.

This Invitation To Bid can be obtained by downloading from the Purchasing website at http://www.pinellascounty.org/PURCHASE/Current_Bids1.htm you will be directed to www.DemandStar.com

Files should be downloaded from the FTPS site. However, upon request, a compact disk of Job Order Contract Volumes I, II, III and IV may be obtained from the Purchasing Department, 6th Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida. There is no charge for the compact disk. The disk contains the following files:

Volume I, Invitation to Bid .
Volume II, Construction Task Catalog .
Volume III, Technical and Material Specifications .
Volume IV Supplemental Specifications .

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(DF)

(Schedule of Values)

TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog®, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)

1	.	2	1	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

1. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

SECTION E – BID SUBMITTAL FORM

BID FORM
SCHEDULE OF PRICES

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog® and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

1	.	3	0	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

1	.	4	3	5	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

1	.	2	6	5	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).

1	.	3	3	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

- | | | |
|----|--|---------------|
| 1. | Normal Working Hours Adjustment Factor..... | <u>1.3000</u> |
| 2. | Multiply Line 1 by (.60)..... | <u>0.7800</u> |
| 3. | Other Than Normal Working Hours Adjustment Factor..... | <u>1.4850</u> |
| 4. | Multiply Line 3 by (.20)..... | <u>0.2970</u> |
| 5. | Non Pre-priced Work Tasks Adjustment Factor..... | <u>1.2650</u> |
| 6. | Multiply Line 5 by (.20)..... | <u>0.2530</u> |
| 7. | Add Lines 2+4+6..... | <u>1.3300</u> |

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E - BID SUBMITTAL FORM

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) Caladesi Construction Company	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1390 Donegan Road	Requester's name and address (optional)
	City, state, and ZIP code Largo, FL 33771	
List account number(s) here (optional)		

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Social security number
or
Employer identification number 52 0667823

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined in the instructions).

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 on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11/30/2015
-----------	--	--------------------------

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

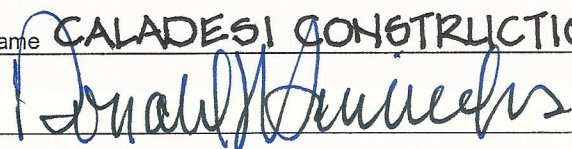
Would your company accept to participate in the ePayables credit card program?

Yes ☒

No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name CALADESI CONSTRUCTION COMPANY

Signature 

Printed Signature DONALD J. HINRICHS, PRESIDENT

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

CALADESI CONSTRUCTION COMPANY
1390 DONEGAN ROAD
LARGO, FLORIDA 33771

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

DONALD J. HINRICHS

Printed Name

ADDRESS:

1390 DONEGAN ROAD
LARGO, FLORIDA 33771

SECRETARY

SCOTT D. HINRICHS

Printed Name

ADDRESS:

1390 DONEGAN ROAD
LARGO, FLORIDA 33771

TREASURER

DONALD J. HINRICHS

Printed Name

ADDRESS:

1390 DONEGAN ROAD
LARGO, FLORIDA 33771

SECTION E - BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

CALADESI CONSTRUCTION COMPANY By
 Corporation Name

President

DONALD J. HINRICHS



DONALD J. HINRICHS

Qualifying Agent

CGC 016311

 Contractor's Registration or Certificate No.
 issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

 Contractor's Registration or Certification No. issued by the State of
 Florida

SECTION E – BID SUBMITTAL FORM
FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

- The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).
- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Job Order Completion Time or Job Order Amount shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	OVER EXCAVATION	C.Y.	1,000	\$ 6.50	\$ 6,500.00
2.	STEEL TRENCH BOX	L.F.	1,000	\$ 16.50	\$ 16,500.00
3.	STEEL SHEET PILES	L.F.	1,000	\$ 48.00	\$ 48,000.00
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 71,000.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

CALADESI CONSTRUCTION COMPANY
 Company Name

DONALD J. HINRICHS, PRESIDENT
 Name and Title

Address:

1390 DONEGAN ROAD
LARGO, FLORIDA 33771

(727) 585-9945 (727) 585-6881
 Telephone/Fax

520667823
 Federal Employee ID NO. (FEIN)

dhinrichs@caladesi.biz
 Email of Account Representative

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

NOTE: If you do not intend to bid on this requirement, please return this form immediately. *Thank you.*

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **156-0013-CP(DF)** for Bid Title: **Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities**

- ☐ Contract Documents too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet work requirements.
- ☐ Unable to meet Bond requirement.
- ☐ Contract Documents unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

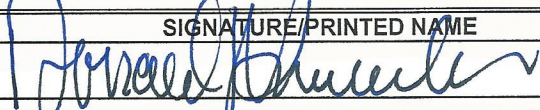
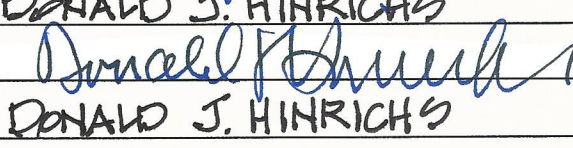
SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities



Bid No: 156-0013-CP(DF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 DONALD J. HINRICH'S	11/16/15
2	 DONALD J. HINRICH'S	11/24/15

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm), listed under category 'Current Bids'.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756			BID NUMBER: 156-0013-CP(DP)
ISSUE DATE: October 30, 2015		TITLE: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities	
SUBMITTAL DUE: December 3, 2015 @ 3:00 P.M.			
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		MANDATORY PRE-BID CONFERENCE November 10, 2015 at 1:30 PM 400 S Fort Harrison Avenue Room 516 Clearwater, Florida 33756	
DEADLINE FOR WRITTEN QUESTIONS: November 20, 2015 BY 3:00 P.M.	SUBMIT QUESTIONS TO: David Fechter AT dfechter@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925		
Engineering Estimate \$20,000,000.00 Plans Prepared by: N/A Engineer/Project Manager Is: Nan, Bennett, Engineering	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type category construction, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

BIDDER MUST COMPLETE THE FOLLOWING

Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance requirements.

PAYMENT TERMS: 0 % DAYS, NET PER F.S. 218.735

PCL CONSTRUCTION, INC.
BIDDER (COMPANY NAME):

N/A
D/B/A

3810 NORTHDAL BLVD., SUITE 160
Mailing Address

TAMPA, FLORIDA 33624
City, State Zip

RHEWITT@PCL.COM
Company Email Address

813-425-1440
Phone

813-961-1575
Fax

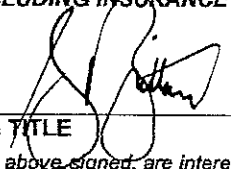
PCL CONSTRUCTION, INC.
Remit To Name (as Shown on Company Invoice)

RICHARD HEWITT, CONSTRUCTION MGR, RHEWITT@PCL.COM
Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.


Tom O'Donnell
President


Shawn W. Britton
Secretary / Treasurer

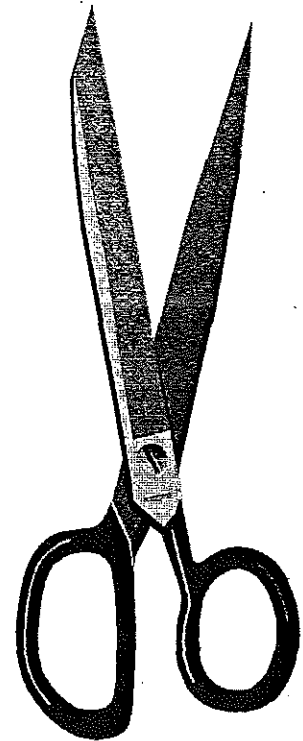
AUTHORIZED SIGNATURE

PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	156-0013-CP(DF)
BID TITLE:	Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities
DUE DATE/TIME:	December 3, 2015 @ 3:00 P.M.
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

TABLE OF CONTENTS

DEFINITIONS	4
1. BIDS:	8
DESCRIPTION OF SUPPLIES	8
3. SUBMISSION OF BID	8
4. REJECTION OF BID	8
5. WITHDRAWAL OF BID	8
6. LATE BID OR MODIFICATIONS	8
7. PUBLIC REVIEW AT BID OPENING	8
8. BID TABULATION INQUIRIES	9
9. AWARD OF CONTRACT	9
10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER	9
11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	9
12. PROVISION FOR OTHER AGENCIES	9
13. PUBLIC RECORDS/TRADE SECRETS	9
14. COLLUSION	10
15. CONTRACTOR LICENSE REQUIREMENT	10
16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS	10
17. RIGHT TO AUDIT	10
18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":	10
19. MULTIPLE COPIES	10
20. COUNTY INDEMNIFICATION	10
21. VARIANCE FROM STANDARD TERMS & CONDITIONS	10
22. ADA REQUIREMENT FOR PUBLIC NOTICES	10
23. "OR EQUAL" DETERMINATION	10
24. INSURANCE	10
25. PROCUREMENT POLICY FOR RECYCLED MATERIALS	10
26. ASBESTOS MATERIALS	11
27. PAYMENT/INVOICES	11
28. TAXES	12
29. TERMINATION	12
30. BIDDER CAPABILITY/REFERENCES	12
31. DELIVERY/CLAIMS	12
32. MATERIAL QUALITY	12
33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS	12
34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS	12
35. EXCEPTIONS	13
36. NON-EXCLUSIVE CONTRACT	13
37. LOBBYING	13
38. ADDITIONAL REQUIREMENTS	13
39. ADD/DELETE LOCATIONS SERVICES	13
40. INTEGRITY OF BID DOCUMENTS	13
41. PUBLIC EMERGENCIES	13
42. JOINT VENTURES	14
43. CONFLICT OF INTEREST	14
44. PROTEST PROCEDURE	14
45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE	16
46. LUMBER PRODUCED IN THE STATE OF FLORIDA	16
SECTION B – SPECIAL CONDITIONS	17
1. PRE-QUALIFICATION OF BIDDER	17
2. OVERVIEW OF THE CONTRACT	17
3. PRICING/PERIOD OF AGREEMENT	17
4. MANDATORY PRE-BID CONFERENCE	18
5. BID BOND GUARANTEE	18
6. CONTRACT SECURITY	18
7. LICENSES, PERMITS, FEES AND TAXES	19
8. COMPLIANCE WITH LAWS	19
9. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS	19
10. AWARD OF CONTRACT	20
11. AFTER NOTICE OF AWARD TO CONTRACTOR	20
12. INTENT OF THE CONTRACT DOCUMENTS	20
13. STORAGE OF MATERIALS	20
14. SANITATION	20
15. ERRORS AND OMISSIONS	20
16. CONTRACTORS AND SUBCONTRACTORS	20
17. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES	21
18. CONTRACT TIME AND TIME EXTENSIONS	23
19. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS	23

TABLE OF CONTENTS

20. PINELLAS COUNTY'S COMMITMENT TO SAFETY	24
21. CHANGES IN THE WORK	24
22. CLAIMS AND DISPUTES	24
23. PAYMENTS TO CONTRACTOR	25
24. ACCEPTANCE AND FINAL PAYMENT	25
25. PAYMENTS WITHHELD	26
26. COVENANT AGAINST CONTINGENT FEES	26
27. LANDS FOR WORK AND ACCESS THERETO	26
28. SITE INVESTIGATION	27
29. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION	27
30. OTHER WORK	28
31. TERMINATION	28
32. SUBMITTALS AFTER AWARD	29
33. RIGHT TO AUDIT	32
34. INTEREST ON JUDGMENTS	32
35. DRAINAGE	32
36. SURVEY AND LAYOUT	32
37. CONFORMITY OF WORK WITH PLANS	33
38. LABORATORY TESTING	33
39. GUARANTEE OF WORK	33
40. WARRANTY:	33
41. SUBMISSION OF BIDS	33
42. CONTRACTOR'S KEY PERSONNEL	34
43. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS	34
44. ORDERING WORK	35
45. COUNTY FURNISHED EQUIPMENT/MATERIALS	37
46. SALVAGE AND SALVAGE DISPOSAL	37
47. CONTRACT ADMINISTRATOR	37
48. TEMPORARY SERVICES AND UTILITIES	37
49. PRE-CONSTRUCTION CONFERENCE	38
50. JOB MEETINGS	38
51. COUNTY-DECLARED DISASTERS	38
52. COMPUTER REQUIREMENTS	38
53. JOB ORDER CONTRACTING SOFTWARE	38
54. JOB ORDER CONTRACTING SYSTEM LICENSE	39
55. COOPERATIVE PURCHASING	39
56. SPECIAL FUNDING	40
SECTION C - INSURANCE REQUIREMENTS:	41
SECTION D -SPECIFICATIONS:	45
SECTION E -BID SUBMITTAL FORM:	46
ELECTRONIC PAYMENT (EPAYABLES):	50
BID SUBMITTAL OFFICERS FORM	51
FLORIDA TRENCH SAFETY ACT	53
SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:	54
SECTION G - STATEMENT OF NO BIDS:	55
SECTION H - AGREEMENT:	56
SECTION I -BONDS:	61
SECTION J - AFFIDAVIT OF RELEASE AND GUARANTEE:	67
APPENDIX 1 - PERMITS:	68
APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT	69
APPENDIX 3 – REPORTS:	70

DEFINITIONS**DEFINITIONS**

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Adjustment Factors: The Bidder's competitively bid price adjustments to be applied to the unit prices listed in the Construction Task Catalog®.

Agreement: The written Agreement between Board of County Commissioners of Pinellas County Florida and Contractor covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein, also referred herein as the Contract.

Award Criteria Figure: The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.

Base Term: The initial period of the Contract and does not include any Option Terms.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Job Order Contract.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Architect/Design Professional/Engineer of Record: A Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who may develop criteria and concept for a Project, perform the analysis and be responsible for the preparation of a Project's specific Plans and Specifications. If applicable to a Project, the Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Job Order Contract on the date of the Notice to Proceed.

Construction Task Catalog® (CTC): A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

Consultant: The Professional Engineer/Design Professional or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Design Professional/Engineer of Record or may provide services through and be subcontracted to the Design Professional/Engineer of Record or maybe providing construction engineering and inspection (CEI) services, as applicable.

Contract Administrator: The County's designee for overseeing the Job Order Contracting program.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda and legal advertisements.

Contract Term: Twelve (12) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

Detailed Scope of Work: A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.

DEFINITIONS

Final Acceptance: Whenever the Work provided for under the Job Order has been completely performed by the Contractor, and the final inspection has been made by the Project Manager.

Final Completion: The point in which all Work is complete and all other Job Order requirements have been satisfied.

Inspector: An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Job Order: A written order requiring the Contractor to complete the Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.

Job Order Amount: The lump sum amount the Contractor will be paid for completing the Detailed Scope of Work of a particular Job Order.

Job Order Completion Time: The period of time allotted for the Contractor to complete the Detailed Scope of Work of a particular Job Order.

Job Order Price Proposal: The price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Priced Tasks, quantities and the appropriate Adjustment Factors required to complete the Detailed Scope of Work.

Job Order Proposal: A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) construction schedule; and (e) other requested documents.

Joint Scope Meeting: A site meeting to discuss the work before the Detailed Scope of Work is finalized.

Man Day: A unit of measure for work by one person in a calendar day.

Maximum Contract Term Value: The maximum dollar value of Job Orders that can be ordered during any single term of the Contract.

Maximum Contract Total Value: The maximum dollar value of Job Orders that can be ordered under this Contract during the entire duration of the Contract.

Minimum Contract Value: The minimum dollar value of Job Orders guaranteed to be ordered by the County under the Contract and within the initial Contract Term.

Non Pre-priced Task: An item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.

Normal Working Hours: 7:00 AM to 7:00 PM Monday through Friday except Holidays.

Notice of Award: The formal document informing the Contractor of its successful selection to receive a Job Order Contract.

Notice to Proceed: Formal written document informing the Contractor to begin the Job Order Contract.

Option Term: An additional period of time beyond the Contract Term which extends the termination date of the Contract.

Other Than Normal Working Hours: The hours of 7:01 PM to 6:59 AM Monday through Friday and any time Saturday, Sunday, and Holidays. County holidays are as follows: New Years Day, January 1st, Martin Luther King Day, 3rd Monday in January, Memorial Day, Last Monday in May, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans Day, November 11th, Thanksgiving Day, 4th Thursday in November, Friday following Thanksgiving, and Christmas, December 25th. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the proceeding Monday or following Friday is also recognized as a holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the official holiday. If the holiday falls on a Sunday, the proceeding Monday is observed as the official holiday.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

DEFINITIONS

PCU - Standard Specifications: Pinellas County Utilities (PCU) "Material Specification Manual", "Technical Specifications", "Pump Station Standard Details" and "Standard Details" as described and defined on the Utility Department's website at <http://www.pinellascounty.org/utilities> under the Engineering header. Contractor's bid must be based on those standards that are in place as of the Bid Publication date.

PC Special Provisions -- Pinellas County Environment and Infrastructure Roadway Special Provisions that provide specific additions and/or revisions to the requirements of the Pinellas County Standard Technical Specifications for Roadway and Related (latest edition).

PC Std. Tech. Spec. -- Pinellas County Environment and Infrastructure Standard Technical Specifications for Roadway and Related Construction (latest edition) shown on the Pinellas County website.

PC Supplemental Specifications: Specifications adopted by Pinellas County Environment and Infrastructure that add or revise the Pinellas County Standard Technical Specifications for Roadway and Related Construction (latest edition) and/or the Pinellas County Special Provisions, setting forth conditions varying from or additional to the Pinellas County Standard Technical Specifications (latest edition) and/or the Pinellas County Special Provisions applicable to a specific Project or a specific set of conditions.

Plans: Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer and incorporated into the Detailed Scope of Work on a Job Order by Job Order basis.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Job Order, or a series of related Job Orders.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal: The set of documents prepared by the Contractor including at least: (1) a Job Order Price Proposal; (2) a proposed schedule; (3) a list of proposed subcontractors, (4) sketches or layouts; (5) technical data or information on proposed materials or equipment; and (6) a Schedule of Values, if any.

Punch List: The written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or Job Order).

Record Drawings: Record Drawings are a set of signed/sealed CONTRACT PLANS that are maintained by the Contractor for the express use of recording AS-BUILT INFORMATION.

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Request For Proposal (RFP): A written request to the Contractor issued by the County that formally requests the Contractor to prepare a Proposal for a Detailed Scope of Work referenced therein.

Schedule of Values: The individual values as set forth by the Contractor as payment for the Work completed on a Job Order, as required on a Job Order by Job Order basis.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date approved by the Project Manager when construction is sufficiently complete, in accordance with the Job Order, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

Supplemental Job Order: A Job Order that adds work to, deletes work from, or adjusts the Job Order Completion Time for a prior related Job Order.

Technical Specifications: The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Detailed Scope of Work.

Unit Price: The price published in the Construction Task Catalog[®] for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs[®]. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

DEFINITIONS

Work: All labor, materials and incidentals required by the Contract or any Detailed Scope of Work including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Contract, all costs of liability and of performing the work shall be included in the Adjustment Factors.

SECTION A - GENERAL CONDITIONS

1. BIDS:

Bid will be prepared in accordance with the following:

- (a) The enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Submittal shall be furnished.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The Bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
 - 3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents

SECTION A - GENERAL CONDITIONS

submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

8. BID TABULATION INQUIRIES:

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. AWARD OF CONTRACT:

- (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER: Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.**11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.**12. PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.**13. PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.

SECTION A - GENERAL CONDITIONS

- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:** See agreement in Section H
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
- (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

SECTION A - GENERAL CONDITIONS

- (b) When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- (c) On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

Definitions for Recycled Materials:

- (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.
- (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.
- (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. ASBESTOS MATERIALS:

- (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

- 27. PAYMENT/INVOICES:** Supplier shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. Seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice

SECTION A - GENERAL CONDITIONS

Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**

- (a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.

31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No

SECTION A - GENERAL CONDITIONS

assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

35. **EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
36. **NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
37. **LOBBYING:** Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.
40. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.
41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental

SECTION A - GENERAL CONDITIONS

entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

43. **CONFLICT OF INTEREST:**

a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.

b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)
Fax – 727-464-8386

44. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

SECTION A - GENERAL CONDITIONS

- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE: Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE (CONTINUED):

- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. LUMBER PRODUCED IN STATE OF FLORIDA

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

- 1. To plywood specified for monolithic concrete forms.
- 2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- 3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- 4. To transportation projects for which federal aid funds are available.

SECTION B - SPECIAL CONDITIONS

Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities
Bid Number: 156-0013-CP(DF)

IMPORTANT NOTICE: Changes have been made to the Insurance process. THE INSURANCE CERTIFICATE AND RELATED REQUIRED DOCUMENTATION IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

SECTION B – SPECIAL CONDITIONS
INSTRUCTIONS TO BIDDERS:

1. **PRE-QUALIFICATION OF BIDDER:** Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type construction, or those that are pre-qualified by the Florida Department of Transportation (FDOT) in an equivalent prequalification, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.
2. **OVERVIEW OF THE CONTRACT**
 - A. This Job Order Contract shall be awarded to one (1) or more Water and Sanitary Sewer type Prequalified Contractors to provide services involving construction, installation and repair (accomplished through open excavations or through other means) of utility piping systems and industrial mechanical and electrical construction and repair of water and wastewater treatment and pumping facilities.
 - B. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the county. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.
 - C. The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.
 - D. Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and material men, construction schedule, and other requested documentation. The Job Order Amount shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
 - E. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
 - F. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Amount. The Job Order Amount shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.
3. **PRICING/PERIOD OF AGREEMENT:** The intended maximum contract term value per vendor is \$5,000,000.00 but may be lower or higher as circumstances dictate. The maximum contract total value is \$20,000,000.00. Adjustment Factors bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than sixty (60) consecutive calendar months.

ANNUAL ADJUSTMENT FACTOR

- A. The Normal Working Hours and Other Than Normal Working Hours Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following.
- B. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the U.S Twenty City Index published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bids due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).

SECTION B - SPECIAL CONDITIONS

- C. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the U.S Twenty City Index published in the Engineering News Record (ENR) for the 12 months beginning with month of anniversary of the bids due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
 - D. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - E. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - F. Averages shall be obtained by summing the 12 month indices and dividing by 12.
 - G. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
 - H. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Annual Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI's, if any, shall be used in subsequent calculations.
 - I. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
 - J. The Contractor shall use the Adjustment Factors in effect on the date the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
 - K. The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.
4. **MANDATORY PRE-BID CONFERENCE:** Questions pertaining to the bid will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this Project, bids received from Bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

Mandatory Pre-Bid will be held **November 10, 2015 at 1:30 PM at 400 S Fort Harrison Avenue, Room 516 Clearwater, Florida 33756.**

5. **BID BOND GUARANTEE:**

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of Twenty-Five Thousand Dollars (\$25,000) and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashiers check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

6. **CONTRACT SECURITY:**

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Maximum Contract Term Value, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
 - 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

SECTION B - SPECIAL CONDITIONS

2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Maximum Contract Term Value.
3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

7. LICENSES, PERMITS, FEES AND TAXES:

- A. Pursuant to section 218.80, Florida Statutes (2007), Pinellas County discloses to the Contractor the following permits and fees which will have to be obtained by and will be payable by the Contractor who is the successful Bidder or proposer. Reimbursement will be included in a Supplemental Job Order using the Construction Task Catalog® Pre-priced task for Reimbursable Fees at an Adjustment Factor of 1.0000, and will be for the actual amount paid, as evidenced by official receipts from the offices collecting the fees. Permits are including but not limited to the following:
 1. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.
 2. Permits and Associated Fees: Contractor will obtain all necessary permits and pay the associated permit fees
 3. Impact Fees – if applicable are responsibility of the contractor.
 4. Inspection Fees - Contractor will be responsible for all inspection fees.
 5. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.
- D. The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution®) for their JOC program. The Gordian JOC Solution® includes Gordian's proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution®.
8. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Contract, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.
9. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

SECTION B - SPECIAL CONDITIONS

10. **AWARD OF CONTRACT:** The Contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive Bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.
11. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A Kickoff Conference will be held following execution of the Contract Documents and prior to the Notice to Proceed.
12. **INTENT OF THE CONTRACT DOCUMENTS:**
- A. It is the intent of the Contract Documents to describe a functionally complete contracting system. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, and subsequent Job Orders, as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Work, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
 - B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete contracting system.
 - C. Detailed Scopes of Work and Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Detailed Scopes of Work and Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Detailed Scope of Work.
 - D. The order of precedence of the component parts of the Contract Documents shall be as follows:
 - 1. Agreement
 - 2. Addenda (later takes precedence over earlier)
 - 3. Job Orders (including Detailed Scopes of Work and Requests for Proposals)
 - 4. Volume 1 - Invitation to Bid
 - 5. Volume 2 - Construction Task Catalog®
 - 6. Volume 3 - Technical and Material Specifications
 - 7. Volume 4 - Supplemental Specifications
13. **STORAGE OF MATERIALS:** Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.
14. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.
15. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Purchasing Department, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.
16. **CONTRACTORS AND SUBCONTRACTORS:**
- A. Qualification
 - 1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.

SECTION B - SPECIAL CONDITIONS

2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. As part of each Proposal submitted to the County for a Job Order, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the proposed subcontractor and a summary description of the Work subcontracted. The Design Professional/Engineer Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal.
2. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

17. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.
- E. Contractor's Supervision

1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.
2. Contractor's Superintendent:
 - a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Detailed Scope of Work and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
 - b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.

3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in

SECTION B - SPECIAL CONDITIONS

emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.

4. **Worksite Traffic Supervisor:** (When the work involves road construction/reconstruction or changes affect normal traffic patterns and/or required by the Detailed Scope of Work)
 - a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Detailed Scope of Work. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary. The Contractor may charge for the cost of a Worksite Traffic Supervisor as a Non Pre-priced task in its Job Order Price Proposal.
 - b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
 - c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.
 - d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

1. **Cooperation by the Contractor:** No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Detailed Scope of Work. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Detailed Scope of Work. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work. The cost of all Unforeseeable Work shall be calculated in accordance with the procedures for developing Job Orders.
2. **Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction:** If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
3. **Failure to Remove and Renew Defective Materials and Work:**
 - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Detailed Scope of Work, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
 - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for

SECTION B - SPECIAL CONDITIONS

the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

18. CONTRACT TIME AND TIME EXTENSIONS

- A. The Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within two (2) regular Work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. If being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Job Order Completion Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular Work days notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Contract Administrator an extension to the Job Order Completion Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Job Order Completion Time must be authorized by Supplemental Job Order approved by the Contract Administrator.

19. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than twenty-four (24) hours prior to the regular Work day.
- C. No Work will be permitted on:

New Years Day
Independence Day
Thanksgiving Day

SECTION B - SPECIAL CONDITIONS

Christmas Day

- D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. DayMemorial DayLabor DayVeterans DayFriday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of EIGHT HUNDRED FIFTY DOLLARS (\$ 850.00) per man day for each Saturday and Sunday on which the Contractor Works.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ELEVEN HUNDRED FIFTY DOLLARS (\$ 1,150.00) per man day for each recognized Holiday on which the Contractor Works.
- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

20. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

21. CHANGES IN THE WORK

- A. Without invalidating the Job Order, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that alter the Detailed Scope of Work. Such changes may be effected by Supplemental Job Order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Detailed Scope of the Work are required or if the Job Order Completion Time or the total Job Order Amount is increased or decreased by the additional or decreased Work, a Supplemental Job Order approved by the Contract Administrator will be required.
- C. The value of such extra Work or change shall be determined by Article 45.
- D. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The costs of all Work shall be determined in accordance with Article 45.
- E. Execution by the Contractor of a properly authorized Supplemental Job Order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Supplemental Job Order.

22. CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the

SECTION B - SPECIAL CONDITIONS

Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.

- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

23. PAYMENTS TO CONTRACTOR

- A. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.
- B. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Design Professional/Engineer/Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on Schedule of Values, as applicable to the Job Order. The Design Professional/Engineer/Project Manager will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections; before further processing of payments.
- G. Retainage: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

24. ACCEPTANCE AND FINAL PAYMENT

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Job Order has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Job Order, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or

SECTION B - SPECIAL CONDITIONS

correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).

D. Final Acceptance

1. Whenever the Work provided for under the Detailed Scope of Work has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.
2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

E. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

F. Termination of Contractor's Responsibility: The Job Order will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

25. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Job Order Amount; (e) reasonable indication that the Work will not be completed within the Job Order Completion Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.
26. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Job Order Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27. **LANDS FOR WORK AND ACCESS THERETO**

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other

SECTION B - SPECIAL CONDITIONS

lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SITE INVESTIGATION

- A. The Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of the Detailed Scope of Work under the Job Order. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a Job Order Proposal shall be taken as prima-facie evidence of compliance with this section.
- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the sites; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

29. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Detailed Scope of Work are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.

SECTION B - SPECIAL CONDITIONS

- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

30. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Detailed Scope of Work, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Job Order Completion Time or adjustment to the Job Order Amount.
- D. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional/Engineer/Project Manager and the others whose work will be affected.
- E. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work.

31. TERMINATION

A. Termination for Default

- 1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement and/or any Job Order, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work within the time specified;
 - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
 - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;

SECTION B - SPECIAL CONDITIONS

- g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
 - k. Failure to submit Job Order Proposals in a timely manner;
 - l. Submitting Job Order Price Proposals that contain inappropriate tasks and quantities for the Detailed Scope of Work
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
 3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Job Order Amount, and if such expenditures exceed the unpaid balance of the Job Order Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.
 4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
 5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement and/or any Job Order, in whole or in part, without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Job Order Amount(s) earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

32. SUBMITTALS AFTER AWARD

A. Schedule

1. The Contractor shall submit a preliminary Construction Progress Schedule as part of each Job Order Proposal in a form acceptable to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. A bar graph format is acceptable for the Construction Progress Schedule. A Purchase Order may not be issued without an approved Construction Progress Schedule.
2. When required by the County, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and

SECTION B - SPECIAL CONDITIONS

the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Job Order Amount.

3. The Construction Progress Schedule shall be updated by the Contractor when requested by the County. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval.
 4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Request For Proposal for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Request For Proposal in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.
- C. Whenever materials or equipment are specified or described in the Detailed Scope of Work by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager as part of the Contractor's Job Order Proposal.
- D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the Detailed Scope of Work, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in the Detailed Scope of Work (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
- E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Detailed Scope of Work, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Detailed Scope of Work. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
- F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Supplemental Job Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Detailed Scope of Work occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.
- G. Shop Plans/Working Plans
1. When shop plans or working drawings are requested by the County, either two (2) complete sets or electronic pdf file of detailed shop or working drawings shall be furnished by the Contractor to the County for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for

SECTION B - SPECIAL CONDITIONS

review

2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection Plans all deviations from the Detailed Scope of Work and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day or electronic delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the County for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.

- I. If requested by the County, the Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within

SECTION B - SPECIAL CONDITIONS

the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in DVD format

33. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

34. INTEREST ON JUDGMENTS:

In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

35. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

36. SURVEY AND LAYOUT

- A. When required by the Detailed Scope of Work, the Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect a Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Job Order Completion Time by the Contractor. The Contractor shall be compensated by using the appropriate task in the Construction Task Catalog®.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Job Order Completion Time. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.

SECTION B - SPECIAL CONDITIONS

- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:
 - 1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.
 - 2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

37. CONFORMITY OF WORK WITH PLANS

- A. Plans may be provided on some Job Orders as part of the Detailed Scope of Work. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by modification of the Detailed Scope of Work under a Supplemental Job Order which will provide for an appropriate adjustment in the Job Order Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.

38. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the Contractor. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

39. **GUARANTEE OF WORK:** All Work shall be guaranteed for eighteen (18) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

40. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into a Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

41. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government**A. Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as

SECTION B - SPECIAL CONDITIONS

Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. My document is a compilation of multiple sources. Should I send multiple PDF files?

Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

42. CONTRACTOR'S KEY PERSONNEL

- A. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
- B. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner. In the event the Owner's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Owner \$75 per hour for such effort.
- C. Should the County deem the performance of any employee of the Contractor unsatisfactory, the Contractor shall terminate the involvement of such employee in all areas of Contract performance.
- D. The Contractors shall not remove a Project Manager or Superintendent from any Job Order without notification and or approval of the Owner.

43. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS

The Owner may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

- A. Rotational selection among all Contractors, unless otherwise determined by the Owner.
- B. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- C. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
- D. Management of Job Order dollar volume within bonding limitations of the Contractor.
- E. Price, as it relates to the Owner's independent cost estimate or to an offer from any other contractor.
- F. Contractor's responsiveness to the Owner on Job Orders.

SECTION B - SPECIAL CONDITIONS

- G. Other appropriate criteria as deemed in the best interest of the Owner.

44. **ORDERING WORK**

- A. As the need arises, the County will notify the Contractor of a Project and schedule a Joint Scope Meeting.
- B. Upon this notice, the Contractor shall respond to the needs of the County within forty-eight (24) hours by:
1. Establishing verbal contact with County to further define the scope of the requirement, and
 2. Visiting the proposed work site in the company of a County representative, and participating in a Joint Scope Meeting which will include discussion and establishment of the following:
 - a. Project number and title
 - b. the general scope of the work;
 - c. alternatives for performing the work and value engineering;
 - d. access to the site and protocol for admission;
 - e. hours of operation;
 - f. staging area;
 - g. requirements for catalog cuts, technical data, samples and shop drawings;
 - h. requirements for professional services, sketches, drawings, and specifications;
 - i. construction duration;
 - j. liquidated damages;
 - k. the presence of hazardous materials;
 - l. date on which the Job Order Proposal is due.
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- D. The Contractor's Job Order Proposal shall include, at a minimum:
- a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors;
 - d. Construction schedule;
 - e. Other requested documents.
- E. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- F. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- G. The Contractor will prepare the Job Order Price Proposal in accordance with the following:
1. Pre-priced Tasks: A task described and for which a unit price is set forth in the Construction Task Catalog®.
 2. Non Pre-priced Tasks: A task that is not set forth in the Construction Task Catalog®. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - a. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - b. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - c. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

SECTION B - SPECIAL CONDITIONS

For Non Pre-priced Tasks Performed with the Contractor's Own Forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

- d. After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 - e. The County's determination as to whether an item is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
3. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
 4. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. The Contractor will be expected to provide sketches, minor calculations, shop drawings and specifications and "as built" drawings. The cost of these services shall be included in the Contractor's Adjustment Factors.
 5. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
 6. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
 7. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
 8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- F. Review of the Proposal and Issuance of Job Order
1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
 2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - a. Will constitute or create a hazard to the work, or to persons or property;
 - b. Will not produce finished Work in accordance with the terms of the Contract; or

SECTION B - SPECIAL CONDITIONS

c. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

45. COUNTY FURNISHED EQUIPMENT/MATERIALS

From time to time the County may elect to supply its own materials and/or equipment for a specific project. In those cases the County may require the Contractor to provide transportation of such equipment or materials. The Contractor shall be paid for transportation of said materials by means of the appropriate tasks from the Construction Task Catalog[®]. The equipment or materials will be transported from County storage area to the work site indicated on the Job Order. The Contractor assumes the risk and responsibility for the loss or damage to County-furnished property. The Contractor shall follow the instructions of County representatives regarding the disposition of all County-furnished property not consumed in performance of a Job Order.

46. SALVAGE AND SALVAGE DISPOSAL

The material and equipment which are removed or disconnected and, in the opinion of County, are of value, but are not specified for reuse, shall remain the property of County. County representatives shall be informed of the presence of the property and disposition instructions shall be requested.

47. CONTRACT ADMINISTRATOR

The County will assign a Contract Administrator to oversee the execution of the Job Order Contract Program.

48. TEMPORARY SERVICES AND UTILITIES

Unless the Detailed Scope of Work states otherwise:

A. Temporary Services and Utilities:

1. General:

- a. The Contractor shall be responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the work. The Contractor shall pay all costs for such general services and temporary facilities.
- b. Temporary connections for all utilities and facilities used by the Contractor including installation, maintenance and removal of such facilities shall be at the Contractor's expense.
- c. If the County requests temporary services and utilities for their field office, or facilities for use by the County, these costs will be included in the Contractor's Job Order Price Proposal.

B. Water:

1. The Contractor shall provide temporary water connections as required for drinking and construction purposes, unless potable water is available at the Site and its use by the Contractor is approved by the County.
2. The Contractor shall note that the County reserves the right to regulate the use of water and may impose restrictions on the use in the event water is being used carelessly by the Contractor.

C. Light and Power:

The Contractor may utilize power which is available at the job site. The Contractor shall provide his/her own portable electric system or make temporary connections to the existing electrical system as necessary or make arrangements with the power company at his/her own expense, to supply his/her construction needs. An alternate power source shall be provided for temporary cooling and/or heat.

SECTION B - SPECIAL CONDITIONS**D. Temporary Field Offices:**

1. On some Job Orders the Contractor shall provide his/her own field office at his/her expense. The cost for providing the County a separate field office will be treated as a Pre-priced item and paid for in the Contractor's Job Order Price Proposal. Location shall be approved by the County.
2. The Contractor shall provide separate telephones in the temporary offices for its use. The Contractor shall pay for the cost of installing such telephones and the cost of all telephone service. The Contractor must provide a stationary telephone or cellular phone at the job site for its own needs and for the County to contact them. If the Contractor is required to provide the County a field office, these costs will be either paid directly to the phone company by the County or if the Contractor is required to provide this service, Contractor will include these cost in the Job Order Price Proposal.
3. The Contractor shall provide a facsimile machine in the temporary field office to expedite written communication between the parties. The Contractor shall bear all costs of providing said equipment.
4. The facilities mentioned above shall be made available for use by the County's designated representative during its site visits if the County does not have a field office at the site.

E. Temporary Sanitation Facilities:

1. Contractor's personnel will normally not be permitted to use toilet facilities on project premises subject to regulation and control of County's staff. The Contractor shall provide adequate and suitable temporary facilities for the use of workmen at the Contractor's expense.
2. The Contractor shall provide temporary toilets for the use of the workmen, placed where directed and maintained in a sanitary condition.
3. At the completion of the project the temporary toilets shall be removed.
4. Existing on-site toilet facilities may be used to meet the above requirements subject to the prior approval of the County.

F. Temporary Fire Protection:

1. The Contractor shall take all precautions necessary and required to prevent fire and comply with the requirements of local authorities having jurisdiction
2. Fuel to cutting and heating torches shall be gas only, and shall be contained in Underwriters' Laboratory approved containers. The Contractor shall provide and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity of the work when welding tools or torches of any type are in use.
3. The Contractor shall not use volatile liquids for cleaning agents or as fuels for motorized equipment or tools within building.
 - a. Tarpaulins shall be securely anchored and flame proofed, when attached to any wood scaffolding and when used to enclose any portion of a building above the first floor.
 - b. Flammable materials shall not be stored, nor debris allowed to accumulate, in or about the site.

49. PRE-CONSTRUCTION CONFERENCE

At the discretion of the County, and on a Job-Order-by-Job-Order basis, there may be a mandatory pre-construction conference at each project site to discuss specific management concerns and requirements regarding the particular Job Order. The Contractor shall be required to attend.

50. JOB MEETINGS

The Contractor and/or subcontractors or their qualified representatives shall attend conferences with County's representatives, at a frequency as determined by the County, for the purpose of coordinating or expediting the work.

51. COUNTY-DECLARED DISASTERS

In a declared disaster by the County, the County Administrator (or his designee) has the authority to adjust the Contractors Adjustment Factors following a declared disaster which impacts the local construction market after providing notice to the Board of County Commissioners and receiving no objections of the details of such an adjustment which must include the amount of the adjustment, the impacted materials and services, and the duration of the adjustment.

52. COMPUTER REQUIREMENTS

The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

53. JOB ORDER CONTRACTING SOFTWARE

SECTION B - SPECIAL CONDITIONS

The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution[®]) for their JOC program. The Gordian JOC Solution[®] includes Gordian's proprietary eGordian[®] JOC applications (JOC Applications) and construction cost data (Construction Task Catalog[®]), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution[®]. The Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog[®] and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

54. JOB ORDER CONTRACTING SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog[®], training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

- B. In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution[®], the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the Owner. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Job Order Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the Owner. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs. The Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.
 Mail Checks to: P.O. Box 751959
 Charlotte, NC 28275-1959

- C. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- D. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
- E. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

55. COOPERATIVE PURCHASING

- A. Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall include the License Fee as a Reimbursable Task without mark-up in its Job Order Price Proposal. Gordian and the Contractor shall mutually utilize eZQC[®] to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.
- B. The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.
- C. The Owner and Gordian authorize the Contractor the use of the Owner's and Gordian's names, logos, trademarks, and the Owner's and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

SECTION B - SPECIAL CONDITIONS

- D. The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").
- E. Remittance of License Fees: The Contractor shall remit License Fees as follows:
Payments Made Payable to: ezIQC, LLC
Mail Checks to: Attention: A/R Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
- F. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- G. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.
- H. The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

56. SPECIAL FUNDING

- A. Job Orders under this Contract may be funded, in whole or in part, with federal or other grant funds. The County shall not be obligated to compensate the Contractor beyond the Adjustment Factor(s) in effect at the time of the Job Order. Any special grant requirements by the County will be listed in the Request for Proposal and or the Detailed Scope of Work and complied by the Contractor.
- B. The Contractor is responsible for paying the most current applicable wage rate in effect at the time the Work takes place.

SECTION C – INSURANCE REQUIREMENTS**SECTION C - INSURANCE REQUIREMENTS:**

1. **LIMITATIONS ON LIABILITY.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees that the services will be provided without any limitation on Pinellas County's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Pinellas County's liability to any specified amount in the performance of the services. Pinellas County shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services without any limitation on Pinellas County's liability that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its prohibition on any limitation on Pinellas County's liability as non-negotiable, to disqualify any Pinellas County that includes exceptions to this prohibition on any limitation on Pinellas County's liability, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Pinellas County's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Pinellas County harmless in any way related to the services. Pinellas County shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Pinellas County to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any DOCUMENT that includes exceptions to this paragraph, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) DOCUMENT submittals should include Pinellas County's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Pinellas County does not currently meet insurance requirements, Pinellas County shall also include verification from its broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation prior to commencement of work.
 - b) Within 10 days of **contract award** and prior to commencement of work, Pinellas County shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with DOCUMENT was a compliant certificate no further action may be necessary. It is imperative that Pinellas County include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph g) (3) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the DOCUMENT and/or contract period.
 - d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by Pinellas County to the County at least thirty (30) days prior to the expiration date.

SECTION C – INSURANCE REQUIREMENTS

- (1) Pinellas County shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Pinellas County from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Pinellas County of this requirement to provide notice.
 - (2) Should Pinellas County, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge Pinellas County for such purchase or offset the cost against amounts due to Pinellas County for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) If subcontracting is allowed under this DOCUMENT, Pinellas County shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Pinellas County and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Pinellas County to the same extent Pinellas County is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Pinellas County to the County at the election of Owner upon termination of the Contract; (3) provide any Bidder listed in g) (3) below will be an additional indemnified bidder of the subcontract; (4) provide any Bidder listed in g) (3) below will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of any Bidder listed in g) (8) below and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-bidder beneficiary of the subcontract. Pinellas County shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the DOCUMENT and/or is signing the agreement with the County. If Pinellas County is a Joint Venture per Section A. titled Joint Venture of this DOCUMENT, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Pinellas County.
 - (3) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by Pinellas County, and any subcontractors, to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities, such as the State of Florida, municipalities, or Appointing Authorities, shall also be endorsed as Additional Insured(s).
 - (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C – INSURANCE REQUIREMENTS

- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that Pinellas County is only using employees named on such list to perform work for the County. Should employees not named be utilized by Pinellas County, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find Pinellas County to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both Pinellas County and subcontractor(s). For projects that include services for others, or involve work in right-of-ways of other entities, such as the State of Florida, municipalities, or Appointing Authorities, Waivers of Subrogation shall be in favor of those entities on the appropriate insurance policies.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of the required coverage and other coverage combined
- (10) The County reserves the right, but not the duty, to review and request a copy of Pinellas County's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

SECTION C – INSURANCE REQUIREMENTS

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If Pinellas County does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Pinellas County can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above **may be required based on type of work performed:**

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

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

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

Note: If work involves extensive environmental work, higher limits may be required.

- (6) Property Insurance Pinellas County will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – SPECIFICATIONS**SECTION D -SPECIFICATIONS:**

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(Df)

Work consists of a Job Order Contract to perform services involving construction, installation and repair (accomplished through open excavations or other means) of utility piping systems and industrial mechanical and electrical construction and repair of water and wastewater treatment and pumping facilities under the jurisdiction of the County.

This Invitation To Bid can be obtained by downloading from the Purchasing website at http://www.pinellascounty.org/PURCHASE/Current_Bids1.htm you will be directed to www.DemandStar.com

Files should be downloaded from the FTPS site. However, upon request, a compact disk of Job Order Contract Volumes I, II, III and IV may be obtained from the Purchasing Department, 6th Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida. There is no charge for the compact disk. The disk contains the following files:

Volume I, Invitation to Bid
Volume II, Construction Task Catalog
Volume III, Technical and Material Specifications
Volume IV Supplemental Specifications

SECTION E – BID SUBMITTAL FORM

SECTION E – BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(DF)

(Schedule of Values)

TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog®, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)

1	.	2	1	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

1. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

SECTION E – BID SUBMITTAL FORM

BID FORM
SCHEDULE OF PRICES

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog® and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

1	.	3	0	4	6
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

1	.	4	5	1	6
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

1	.	2	5	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).

1	.	3	2	3	1
---	---	---	---	---	---

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1. Normal Working Hours Adjustment Factor..... 1.3046
2. Multiply Line 1 by (.60)..... .7828
3. Other Than Normal Working Hours Adjustment Factor..... 1.4516
4. Multiply Line 3 by (.20)..... .2903
5. Non Pre-priced Work Tasks Adjustment Factor..... 1.2500
6. Multiply Line 5 by (.20)..... .2500
7. Add Lines 2+4+6..... 1.3231

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E – BID SUBMITTAL FORM

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) PCL CONSTRUCTION, INC.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1711 W. GREENTREE DRIVE, SUITE 201	Requester's name and address (optional)
	City, state, and ZIP code: TEMPE, ARIZONA 85284	
List account number(s) here (optional)		

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

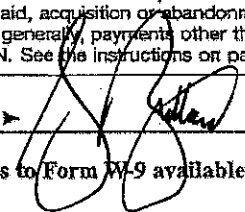
Social security number
or
Employer identification number 20 3598843

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined in the instructions).

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 on page 4.

Sign Here	Signature of U.S. person ▶ 	Shawn W. Britton Secretary / Treasurer	Date ▶ 12-1-2015
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*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

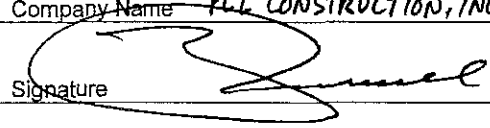
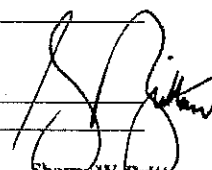
The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐

No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name	PCL CONSTRUCTION, INC.	
Signature		
Printed Signature	Tom O'Donnell President	Shawn W. Britton Secretary / Treasurer

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

3810 NORTHDALE BLVD., SUITE 160
TAMPA, FLORIDA 33624

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

TOM O'DONNELL

Printed Name

ADDRESS:

1711 W. GREENTREE DRIVE, SUITE 201
TEMPE, AZ 85284

SECRETARY

SHAWN BRITTON

Printed Name

ADDRESS:

1711 W. GREENTREE DRIVE, SUITE 201
TEMPE, AZ 85284

TREASURER

SHAWN BRITTON

Printed Name

ADDRESS:

1711 W. GREENTREE DRIVE, SUITE 201
TEMPE, AZ 85284

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

PCL CONSTRUCTION, INC.
Corporation Name

By

President

Terr O'Donnell
President

CORPORATE SEAL

RICHARD HEWITT

Qualifying Agent

CGC1519082

Contractor's Registration or Certificate No.
issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of
Florida

SECTION E - BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Job Order Completion Time or Job Order Amount shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Slope Bank	LF	1	\$ 4 ⁰⁰	\$ 4 ⁰⁰
2.	Trench Box	LF	1	\$ 5 ⁰⁰	\$ 5 ⁰⁰
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 9⁰⁰

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

PCL CONSTRUCTION, INC.

Company Name

Name and Title

Tom O'Donnell
President

Address:

3810 NORTHOALE BLVD., SUITE 160
TAMPA, FLORIDA 33624

813-425-1440

Telephone/Fax

20-3598843

Federal Employee ID NO. (FEIN)

RHEWITT@PCL.COM

Email of Account Representative

813-961-1575 FAX


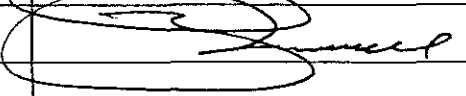
SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1		11-16-2015
2		11-24-2015

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID**SECTION G - STATEMENT OF NO BIDS:**

NOTE: If you do not intend to bid on this requirement, please return this form immediately. *Thank you.*

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **156-0013-CP(DF)** for **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities**

- ☐ Contract Documents too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet work requirements.
- ☐ Unable to meet Bond requirement.
- ☐ Contract Documents unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PCL CONSTRUCTION, INC.
3810 Northdale Blvd., Ste 160
Tampa, FL 33624

SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

OWNER:

(Name, legal status and address)

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

400 S. Ft. Harrison, Annex Building- Sixth Floor, Clearwater, FL 33756

BOND AMOUNT: Twenty Five Thousand and 00/100 Dollars
(\$ 25,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Job Order Contracting (JOC) - WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities - Sealed Bid No. 156-0013-CP (DF)

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of November, 2015

(Witness)

Shawn W. Britton
Secretary / Treasurer

PCL CONSTRUCTION, INC.

(Principal)

(Title)

Tom O'Donnell
President

(Seal)

(Witness)

Judi Lucky-Eftimov

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Title)

Sandra M. Winsted, Attorney in Fact

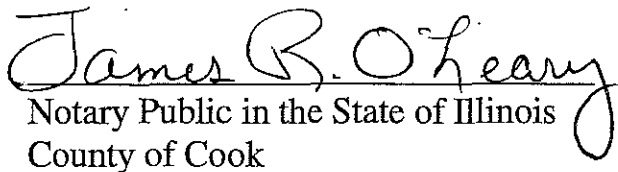
(Seal)

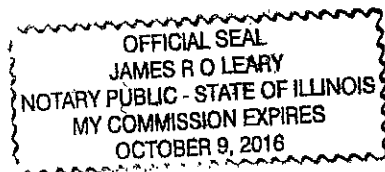
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 19th day of November, 2015 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. DEMPSEY, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of August, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Secretary
Michael McKibben*

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 25th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19 day of November, 2015.



A handwritten signature in dark ink, appearing to read "Michael Bond".

Michael Bond, Vice President

SECTION H - AGREEMENT**SECTION H - AGREEMENT:**

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered is:

The Maximum Contract Total Value is:

The Contract Term is sixty (60) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued in accordance with all terms and requirements contained in the Contract Documents, and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

SECTION H - AGREEMENT

- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Job Order completed, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog⁶ and the following Adjustment Factors:

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

SECTION H - AGREEMENT

--	--	--	--	--	--

Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

--	--	--	--	--	--

Non Pre Priced Work Task Adjustment Factor:

--	--	--	--	--	--

For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

B. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope(s) of Work, and not the Job Order Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work under the Job Order

SECTION H - AGREEMENT

4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

VOLUME I – INVITATION TO BID

VOLUME II - CONSTRUCTION TASK CATALOG

**SECTION D.VOLUME III – TECHNICAL AND MATERIAL
SPECIFICATIONS**

**SECTION D VOLUME IV - SUPPLEMENTAL
SPECIFICATIONS**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

SECTION H - AGREEMENT

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

↓ WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Name of Firm

By: _____

Chairman

Date

Print Name

ATTEST:

Ken Burke,
Clerk of the Circuit Court

Title

ATTEST:

By: _____

Deputy Clerk

Print Name

Title

Approved as to Form

WITNESSES:

By: _____

Office of the County Attorney

Print Name

Business Address

Print Name

Business Address

Contractor's Registration or Certification No. issued
by the State of Florida

CORPORATE SEAL

SECTION I - BONDS

SECTION I - BONDS:

The exact language in Section I must be used when submitting bonds

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, as Surety,
Located at: _____

(Business Address)

Are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligor in the sum of

DOLLARS \$ _____

For the payment whereof we bind ourselves,
our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Agreement with Obligor for Bid Title: **Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities**, Bid No: **156-0013-CP(DF)** in accordance with Contract Documents, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligor any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligor sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligor; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Contract Documents referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Contract Documents.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

SECTION I - BONDS

BOND NO. _____

execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of _____

_____, 2016, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Authorized Signature)_____
Witness as to Principal_____
(Print Name)_____
Witness as to Principal_____
(Title)_____
(Business Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
by _____
of _____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida
Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY: _____

Witness as to Surety_____
(Authorized Signature)_____
Witness as to Surety_____
(Print Name)_____
(Title)_____
(Business Address)

- OR

Witness as to Attorney In Fact_____
(Signature As Attorney In Fact)
(Attach Power of Attorney)_____
Witness as to Attorney In Fact_____
(Print Name)_____
(Title)_____
(Business Address)_____
(Telephone Number)STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By
Of_____, a _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's
License as identification and who did (did not) take an oath.

Notary:

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We _____
 (hereinafter called the ("Principal" and _____
 (hereinafter called the ("Surety"), located at _____

A surety insurer chartered and existing under the laws of the state of _____
 and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County Board of
 County Commissioners, Pinellas County (hereinafter called the "County" in the sum of _____

DOLLARS \$ _____

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees
 jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for
**Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground
 Utilities, Bid No: 156-0013-CP(DF)** said Agreement being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

SECTION I - BONDS

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE _____ DAY OF _____, 20__ 16
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney)

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Authorized Signature)_____
(Print Name)_____
(Title)_____
(Business Address)_____
Witness as to Principal_____
Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____, a _____
Of _____
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY: _____

Witness as to Surety_____
(Authorized Signature)_____
Witness as to Surety_____
(Print Name)_____
(Title)_____
(Business Address)

OR

Witness as to Attorney In Fact_____
(Signature As Attorney In Fact)
(Attach Power of Attorney)_____
Witness as to Attorney In Fact_____
(Print Name)_____
(Title)_____
(Business Address)_____
(Telephone Number)STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____
Of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION J – AFFIDAVIT OF RELEASE AND GUARANTEE**SECTION J - AFFIDAVIT OF RELEASE AND GUARANTEE:**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally
appeared _____
who after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from

Bid Title: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities, Bid No: 156-0013-CP(DF) for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, material men, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Pinellas County, relating in any way to the performance or payment of the above-numbered Agreement, for the period from the date of execution of the Agreement through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered Agreement, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____ who is personally known to me and/or has produced
_____ As identification.

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed or Stamped

APPENDIX 1 - PERMITS

APPENDIX 1 - PERMITS:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

PERMIT INDEX**AGENCY****PERMIT NO.****PAGE NO. (s)**

The requirement for permits, if any, will be discussed at the Joint Scope Meeting for each Job Order and will be noted in the Detailed Scope of Work. The cost for all permits will be reimbursed to the Contractor in the form of a Supplemental Job Order with no-mark up. The Contractor will use the Miscellaneous Reimbursable Fees listed in the Construction Task Catalog[®] time an adjustment factor of 1.0000.

APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT

APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT

PINELLAS COUNTY

APPLICATION AND CERTIFICATE FOR PAYMENT IS PAYMENT CONTINUATION FORM NEEDED?

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

From (Contractor Name)

Pinellas County Department

Payment Application Number**Purchase Order Number**

Payment Period From: _____ **to** _____

[illegible]

PAYMENT SUMMARY

Original Agreement Amount \$

Net Change by Change Order	\$
----------------------------	----

Agreement Sum to Date \$

Total Completed to Date \$

Stored Materials to Install	\$
-----------------------------	----

TOTAL	\$
-------	----

Retainage _____ %

Total Earned Less Retainage	\$
-----------------------------	----

Less Previous Payments	\$
------------------------	----

Current Payment Due	\$	
---------------------	----	--

I certify that the payment requested is in accordance with the terms of the agreement dated _____ and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of _____ paid.

_____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County ("County") relating in any way to the performance of the agreement between contractors and owner, dated _____ for the period from _____ to _____

APPLICATION FOR PAYMENT APPROVED BY:

Consultant or Design Professional/Engineer of Record

Pinellas County (Dept) Engineering Project Manager

Pinellas County Public Works

Director of _____ (Dept)

Contractor


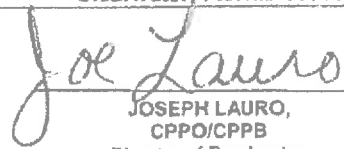
Date _____

APPENDIX 3 – REPORTS

APPENDIX 3 – Reports:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756			BID NUMBER: 156-0013-CP(DF)
ISSUE DATE: October 30, 2015		TITLE: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities	
SUBMITTAL DUE: December 3, 2015 @ 3:00 P.M.			
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		MANDATORY PRE-BID CONFERENCE November 10, 2015 at 1:30 PM 400 S Fort Harrison Avenue Room 516 Clearwater, Florida 33756	
DEADLINE FOR WRITTEN QUESTIONS: November 20, 2015 BY 3:00 P.M.	SUBMIT QUESTIONS TO: David Fechter AT dfechter@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925		
Engineering Estimate \$20,000,000.00 Plans Prepared by: N/A Engineer/Project Manager Is: Nan, Bennett, Engineering	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type category construction, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

BIDDER MUST COMPLETE THE FOLLOWING

Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance requirements.

PAYMENT TERMS: 0 % 30 DAYS, NET PER F.S. 218.735

<u>TLC Diversified, Inc.</u> BIDDER (COMPANY NAME):		<u>D/B/A</u>	
<u>2719 17th Street East</u> Mailing Address		<u>Palmetto, FL 34221</u> City, State Zip	
<u>tlamberson@tlcdiv.com</u> Company Email Address		<u>(941) 722-0621</u> Phone	<u>(941) 722-1382</u> Fax
<u>TLC Diversified, Inc.</u> Remit To Name (as Shown on Company Invoice)		<u>Thurston Lamberson/President/tlamberson@tlcdiv.com</u> Printed Contact Representative/Title/Email	

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS &

CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.


AUTHORIZED SIGNATURE

Thurston Lamberson/President
PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(DF)

(Schedule of Values)

TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog®, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)

1	.	2	1	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

1. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

SECTION E – BID SUBMITTAL FORM

**BID FORM
SCHEDULE OF PRICES**

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog® and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

1	.	2	4	3	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

1	.	2	4	3	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

1	.	2	1	1	9
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).

1	.	2	3	6	8
---	---	---	---	---	---

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1.	Normal Working Hours Adjustment Factor.....	<u>1.2430</u>
2.	Multiply Line 1 by (.60).....	<u>0.7458</u>
3.	Other Than Normal Working Hours Adjustment Factor.....	<u>1.2430</u>
4.	Multiply Line 3 by (.20).....	<u>0.2486</u>
5.	Non Pre-priced Work Tasks Adjustment Factor.....	<u>1.2119</u>
6.	Multiply Line 5 by (.20).....	<u>0.2424</u>
7.	Add Lines 2+4+6.....	<u>1.2368</u>

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E – BID SUBMITTAL FORM

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

TLC Diversified, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

2719 17th Street East

City, state, and ZIP code

Palmetto, FL 34221

Requester's name and address (optional)

List account number(s) here (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

59 : 2513308

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 in the instructions).

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 on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶ November 19, 2015

Thurston Lamberson/President

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM**ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐

No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

TLC Diversified, Inc.

Signature



Printed Signature

Thurston Lamberson/President

SECTION E – BID SUBMITTAL FORM**BID SUBMITTAL OFFICERS FORM**

BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

TLC Diversified, Inc.

2719 17th Street East

Palmetto, FL 34221

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

Thurston Lamberson

Printed Name

ADDRESS:

2719 17th Street East

Palmetto, FL 34221

SECRETARY

Joanne Lamberson

Printed Name

ADDRESS:

2719 17th Street East

Palmetto, FL 34221

TREASURER

Joanne Lamberson

Printed Name

ADDRESS: 2719 17th Street East
Palmetto, FL 34221

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

TLC Diversified, Inc.
Corporation Name

By


President / Thurston Lamberson

CORPORATE SEAL

N/A

Qualifying Agent

CGC041816 / CUC053963

Contractor's Registration or Certificate No.
issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of
Florida

SECTION E – BID SUBMITTAL FORM
FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Job Order Completion Time or Job Order Amount shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	N/A	N/A	N/A	\$ N/A	\$ N/A
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ N/A

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.

Company Name

X
Name and Title

Thurston Lamberson/President

Address:

TLC Diversified, Inc.

2719 17th Street East

Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382

Telephone/Fax

59-2513308

Federal Employee ID NO. (FEIN)

tlamberson@tlcdiv.com

Email of Account Representative



SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Thurston Lamberson/ President	11/6/2015
2	 Thurston Lamberson President	11/24/2015

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

TITLE AND LOCATION

Siemens Design-Build @ the Northeast & Marshall WRF
Clearwater, Florida

YEAR COMPLETED

2014

PROJECT OWNER

City of Clearwater
(Owner's Rep is with Siemens)

OWNER'S CONTACT

Tony Hasegawa – Siemens

CONTACT INFORMATION

(321) 863-6108
tony.hasegawa@siemens.com

DESCRIPTION OF PROJECT

This project was a design-build that we partnered on with Siemens Building Technologies. Project involved the following: installation of new covers over the Pickett Thickeners and primary clarifiers; new odor control unit and associated valves, piping and fittings along with electrical and control upgrades; installation of a new centrifuge, removal belt filter presses, refurbish one filter press as backup, converted an elevator shaft into a storage room; installation of two new polymer systems and upgrading the existing Velodyne polymer system; refurbish the belt conveyors and upgrades to associated valves, piping and fittings along with electrical and control upgrades; installation of a FOG (fat, oil and grease) receiving and storage system which included a fuel conditioning system, a co-generator, connecting the co-generator to the existing power grid within the WRF and all associated valves, piping and fittings along with electrical and controls upgrades; removal and replacement of 32 mixers in the fermentation, first anoxic and second anoxic tanks along with associated electrical upgrades.

Project Data Points:

- **Engineer:** Siemens
- **Original Contract Amount:** \$2,552,220.32
- **Net Change by Change Orders:** \$590,715.68
- **Final Contract Amount:** \$3,142,936.00
- **Notice to Proceed Date:** September 18th, 2011
- **Final Completion Date:** August 12th, 2013



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
B.L. Smith Electric	Dundee, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Rocha Controls	Tampa, FL	I&C

TITLE AND LOCATION

Fermentation, First Anoxic & Second Anoxic Tank Rehabilitation
Clearwater, Florida

YEAR COMPLETED

2012

PROJECT OWNER

City of Clearwater

OWNER'S CONTACT

Greg Fruecht – Jones Edmunds
Owner's contact no longer with
City of Clearwater

CONTACT INFORMATION

(813) 258-0703
gfruecht@jonesedmunds.com

DESCRIPTION OF PROJECT

This project's scope of work consisted of the repairing to the concrete structure in the fermentation, first anoxic and second anoxic tanks including walkways, stairs, channels and walls; removal of the vortex baffle structures within each of the 8 tanks; coating the tank wall from top of tank to one foot below low water level in the tanks with corrosion protective coating; replacing the 16 existing mixers with new mixers (owner furnished); replacing the re-aeration system with blowers and medium bubble diffusers; removing the grit and rags in each tank; providing temporary flow diversion on flow rates through the plant of approximately 20MGD; provided temporary chemical feed system to feed the Micro-CG to support the biological treatment processes and meeting the effluent total nitrogen discharge limit; electrical and SCADA upgrades.

Project Data Points:

- **Engineer:** Jones Edmunds
- **Original Contract Amount:** \$1,261,547.10
- **Net Change by Change Orders:** \$462,887.68
- **Final Contract Amount:** \$1,724,434.78
- **Notice to Proceed Date:** March 21st, 2011
- **Final Completion Date:** September 9th, 2012



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME

BL Smith Electric, Inc.

(2) FIRM LOCATION (City and State)

Dundee, FL

(3) ROLE

Electrical

(2) FIRM LOCATION (City and State)

Exceletech

Clermont, FL

(3) ROLE

Coating

TITLE AND LOCATION

Drew & Union Booster Pump Stations
Clearwater, Florida

YEAR COMPLETED

2007

PROJECT OWNER

City of Clearwater

OWNER'S CONTACT

Tara Kevitt

CONTACT INFORMATION

Office (727) 741-0005 Fax (727) 562-4755

Tara.kivett@myclearwater.com

DESCRIPTION OF PROJECT

This project involved the construction of two new reclaim water booster pump stations. Both pump stations were brick & mortar buildings with asphalt shingled roofs; furnish and installation of sodium hypochlorite feed systems; furnish and install VFD driven 100 HP horizontal centrifugal pumps; provided electrical rooms and all electrical work under our contract; one of the booster stations was built over an existing storm water retention pond which required our forces to install permanent sheet piling and backfill with clean compacted fill in order to provide a stabilized foundation to construct the booster station on; asphalt driveway and landscaping.

Project Data Points:

- **Engineer:** McKim & Creed
- **Original Contract Amount:** \$2,589,400.00
- **Net Change by Change Orders:** \$539,444.32
- **Final Contract Amount:** \$3,128,844.32
- **Notice to Proceed Date:** October 5th, 2005
- **Final Completion Date:** September 10th, 2007



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
BL Smith Electric	Dundee, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Rocha Controls	Tampa, FL	Instrumentation
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Amerson Nurseries	Terra Ceia, FL	Landscaping

TLC DIVERSIFIED, INC. – KEEPING WATER MOVING

PROJECT NUMBER

041133

TITLE AND LOCATION

Tropical Farms Reverse Osmosis Trains & Degasifier System
Stuart, Florida

YEAR COMPLETED

2006

PROJECT OWNER

Martin County Utilities

OWNER'S CONTACT

Ted Robbins

CONTACT INFORMATION

(772) 221-1442

trobbs@martin.fl.us

DESCRIPTION OF PROJECT

Project involved the installation of two owner furnished reverse osmosis trains and all appurtenances including stainless steel pipes, pumps, pressure vessel filters, membranes, electrical and instrumentation upgrades. Furnish and installed new transfer pumps, 175HP vertical turbine high service pumps and all associated concrete work, piping, electrical, etc. Furnish and install degasifier system including 24" & 36" FRP ductwork, blowers & vessels, electrical and instrumentation work. Project also involved modifications to the existing clearwell by coating it in its entirety and installing new slide gates.

Project Data Points:

- **Engineer:** Kimley Horn & Associates, Inc.
- **Original Contract Amount:** \$2,902,927.00
- **Net Change by Change Orders:** (\$2,235,576.00) (Owner Direct Purchase Equipment)
- **Final Contract Amount:** \$667,351.00
- **Notice to Proceed Date:** January 3rd, 2006
- **Final Completion Date:** July 31st, 2006



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Edwards Electric, Inc.	West Palm Beach, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Revere Controls	St. Pete, FL	I&C
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Revere Controls	St. Pete, FL	I&C



M.E. WILSON

RISK MANAGEMENT • INSURANCE

November 23, 2015

Pinellas County Board of County Commissioners
400 S. Ft. Harrison Avenue
Annex Building – 6th Floor
Clearwater, FL 33756

Re: Job Order Contracting (JOC) WWTP + WP Repair, Maintenance, Minor
Construction + Underground Utilities

To Whom It May Concern:

Please accept this letter as certification that a pollution liability policy will be purchased. Coverage will be bound and proof of coverage provided when a definitive project start date is confirmed so TLC Diversified is not paying premiums in advance of project start date.

Sincerely,
M. E. Wilson Company, Inc.

Diana J Defreeuw
Commercial Account Executive



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2015

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

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

PRODUCER M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Diana Defreeuw PHONE (A/C, No, Ext): 813-229-8021 E-MAIL ADDRESS: ddefreeuw@mewilson.com FAX (A/C, No): 813-229-2795														
INSURED TLC Diversified, Inc. 2719 17th Street East Palmetto, FL 34221		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: WESTFIELD INS CO</td><td>24112</td></tr><tr><td>INSURER B: FCCI INS CO</td><td>10178</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WESTFIELD INS CO	24112	INSURER B: FCCI INS CO	10178	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 43325057

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> \$500 Prop Dmg Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	✓	✓	TRA3972460	04/01/15	04/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	✓	✓	TRA3972460	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	✓	✓	TRA3972460	04/01/15	04/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			001WC15A61661	04/01/15	04/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater	✓	✓	TRA3972460	04/01/15	04/01/16	\$1,000 Ded 1,000,000 Transit & Storage: Included Deductible: 1,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Janet J. Hayton

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

M.E. WILSON CO.



APR 01 2015

RECEIVED

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE

A. BODILY INJURY AND PROPERTY DAMAGE

exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

J. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (8) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (8) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. **Exclusions e. Contractual Liability** is deleted.

Under **SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. **Exclusions**:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional Insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 6. **Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item 9. is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14, the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

M.E. WILSON CO.

Insured Name: TLC DIVERSIFIED INC
Policy Number: 001-WC15A-61661
Agency Name: 770, M E Wilson Company

APR 01 2015

RECEIVED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570
Endorsement Number: 0000012 MSR: 084
Effective Date: 4/01/15 Date Issued: 4/08/15

Countersigned by _____
Authorized Representative


DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidders Signature
Thurston Lamberson, President

November 19, 2015

Date

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES ON
PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Pinellas County, FL By:

Thurston Lamberson, President
(print individual's name and title)

For:

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of 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 Para. 287.133(1)(a), Florida Statutes means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

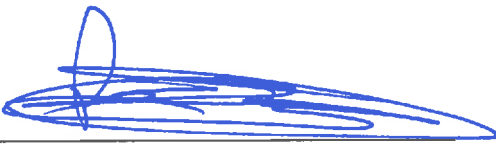
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

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

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

the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

X

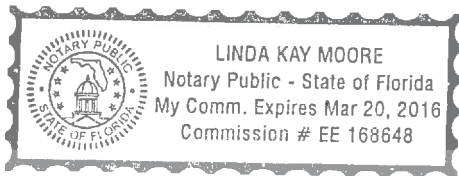
(Signature)

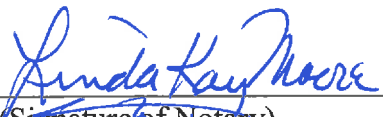
Thurston Lamberson, President

Sworn to and subscribed before me this 19th day of November, 2015

Personally known to me.

Notary Public – State of Florida




(Signature of Notary)
Linda Kay Moore

Notary Stamp:



TLC Diversified, Inc.
Keeping Water Moving

Environmental Construction
Professionals Serving the Water
& Wastewater Industry

CG C041816
CU C053963

Corporate Resolution

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

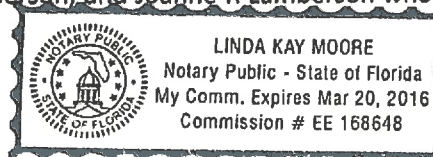
Mr. Thurston Lamberson, President and Mrs. Joanne R. Lamberson, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Thurston Lamberson
President

Joanne R. Lamberson
Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moore
Notary Public

My Commission Expires: March 20, 2016

Main Office
2719 17th Street East
Palmetto, FL 34221

Central Office
378 Center Pointe Circle - Suite 1272 #4
Altamonte Springs, FL 32701

East Coast Office
7233 Southern Blvd, Suite B-1
West Palm Beach, FL 33413

941-722-0621
941-722-1382
www.tlcdiversified.com



TLC Diversified, Inc.
Keeping Water Moving

Environmental Construction
Professionals Serving the Water
& Wastewater Industry

CG C041816
CU C053963

Corporate Resolution

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

Mr. Dalas Lamberson, Vice President Operations, and Mrs. Tiffany Taylor, Assistant Secretary, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Thurston Lamberson
President

Joanne R. Lamberson
Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moore
Notary Public

My Commission Expires: March 20, 2016

Main Office
2719 17th Street East
Palmetto, FL 34221

Central Office
378 Center Pointe Circle - Suite 1272 #4
Altamonte Springs, FL 32701

East Coast Office
7233 Southern Blvd, Suite B-1
West Palm Beach, FL 33413

☎ 941-722-0621
☎ 941-722-1382
🌐 www.tlcdiversified.com

RECEIVED

AUG 14 2015

BY: _____

I-CGC041816

*Lamberson, Thurston
5539 2nd Avenue Circle West
Palmetto, FL 34221*



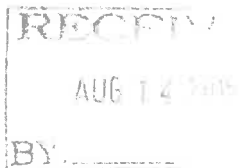
**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CGC041816**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2016**
DATE OF ISSUANCE **08/11/2015**

*** Please cut out license along lines**



I-CUC053963

*Lamberson, Thurston
5539 2nd Avenue Circle West
Palmetto, FL 34221*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

**THIS CERTIFIES THAT Thurston Lamberson
DBA TLC Diversified Inc**

**STATE CERT # I-CUC053963
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.**

**IN GOOD STANDING UNTIL September 30, 2016
DATE OF ISSUANCE 08/11/2015**

*** Please cut out license along lines**



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC041816

ISSUED: 07/27/2014

CERTIFIED GENERAL CONTRACTOR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date - AUG 31, 2016 L1407270002329

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC041816	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221



ISSUED: 07/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407270002329



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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

CUC053963

ISSUED: 07/27/2014

**CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC**

**IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date AUG 31, 2016 L1407270002721**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC053963	

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221**



ISSUED: 07/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407270002721

State of Florida

Department of State

I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of January, 2015*





Ken Ditzner
Secretary of State

Authentication ID: CC2573931257

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33766		 INVITATION TO BID	BID NUMBER: 156-0013-CP(DF)
ISSUE DATE: October 30, 2015	TITLE: Job Order Contracting (JOC) – WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities		
SUBMITTAL DUE: December 3, 2015 @ 3:00 P.M.			
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		MANDATORY PRE-BID CONFERENCE November 10, 2015 at 1:30 PM 400 S Fort Harrison Avenue Room 516 Clearwater, Florida 33766	
DEADLINE FOR WRITTEN QUESTIONS: November 20, 2015 BY 3:00 P.M.	SUBMIT QUESTIONS TO: David Fechter AT dfechter@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3825		
Engineering Estimate \$20,000,000.00 Plans Prepared by: N/A Engineer/Project Manager is: Nan, Bennett, Engineering	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CFP/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Water and Sanitary Sewer type category construction, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

BIDDER MUST COMPLETE THE FOLLOWING

Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance requirements.

PAYMENT TERMS: * % * DAYS, NET PER F.S. 218.735 *according to contract

WPC Industrial Contractors, LLC

BIDDER (COMPANY NAME):

11651 Philips Highway

Mailing Address

jbeloit@wpcind.com

Company Email Address

WPC Industrial Contractors, LLC

Remit To Name (as Shown on Company Invoice)

D/B/A

Jacksonville, FL 32256

City, State Zip

904-268-0099

Phone

904-268-2922

Fax

Jonathan Belloit / President / jbeloit@wpcind.com

Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS &

CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.


 AUTHORIZED SIGNATURE

Jonathan Belloit, President

PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid Number: 156-0013-CP(DF)

(Schedule of Values)

TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog®, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)

1	.	2	1	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

1. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

ORIGINAL

SECTION E – BID SUBMITTAL FORM

**BID FORM
SCHEDULE OF PRICES**

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog® and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:

1	.	2	8	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

1	.	3	5	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

1	.	2	8	0	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).

1	.	2	9	4	0
---	---	---	---	---	---

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1.	Normal Working Hours Adjustment Factor.....	1.2800
2.	Multiply Line 1 by (.60).....	0.7680
3.	Other Than Normal Working Hours Adjustment Factor.....	1.3500
4.	Multiply Line 3 by (.20).....	0.2700
5.	Non Pre-priced Work Tasks Adjustment Factor.....	1.2800
6.	Multiply Line 5 by (.20).....	0.2560
7.	Add Lines 2+4+6.....	1.2940

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E – BID SUBMITTAL FORM

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

WPC Industrial Contractors, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

11651 Philips Highway

Requester's name and address (optional)

City, state, and ZIP code

Jacksonville, FL 32256

List account number(s) here (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

59 : 3463861

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 in the instructions).

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 on page 4.

Sign
HereSignature of
U.S. person ▶

Date ▶ 11/30/2015

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM**ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

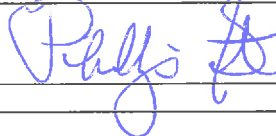
Yes ☐

No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name WPC Industrial Contractors, LLC

Signature



Printed Signature Phillip Starr

SECTION E – BID SUBMITTAL FORM**BID SUBMITTAL OFFICERS FORM**

BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

WPC Industrial Contractors, LLC

11651 Philips Highway

Jacksonville, FL 32256

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

Jonathan Belloit

Printed Name

ADDRESS:

11651 Philips Highway

Jacksonville, FL 32256

SECRETARY

Jonathan Belloit

Printed Name

ADDRESS:

11651 Philips Highway

Jacksonville, FL 32256

TREASURER

Jonathan Belloit

Printed Name

ADDRESS:

11651 Philips Highway

Jacksonville, FL 32256

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

WPC Industrial Contractors, LLC
Corporation Name

By

President

CORPORATE SEAL



Jonathan Belloit

Qualifying Agent

59-3463861

Contractor's Registration or Certificate No.
issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of
Florida

SECTION E – BID SUBMITTAL FORM
FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Job Order Completion Time or Job Order Amount shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Trench Sloping	LF	100	\$ 3.00	\$ 300.00
2.	Trench Box	SF	400	\$ 15.00	\$ 6,000.00
3.	Sheeting & Shoring	LF	50	\$ 400.00	\$ 20,000.00
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 26,300.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements **nor** does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

WPC Industrial Contractors, LLC

Company Name

Phillip Starr, Vice President

Name and Title

904-268-0099 / 904-268-2922

Telephone/Fax

59-3463861

Federal Employee ID NO. (FEIN)

jbeloit@wpcind.com

Email of Account Representative

Address:

WPC Industrial Contractors, LLC

11651 Philips Highway

Jacksonville, FL 32256



SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Phillip Starr	11/16/2015
2	 Phillip Starr	11/24/2015

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm), listed under category 'Current Bids'.



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**BELLOIT, JONATHAN BRETT
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILLIPS HIGHWAY
JACKSONVILLE FL 32256**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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

CGC046120

ISSUED: 07/14/2014

**CERTIFIED GENERAL CONTRACTOR
BELLOIT, JONATHAN BRETT
WPC INDUSTRIAL CONTRACTORS LLC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date . AUG 31, 2016 L1407140000863**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC046120	

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**BELLOIT, JONATHAN BRETT
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILLIPS HIGHWAY
JACKSONVILLE FL 32256**



ISSUED: 07/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407140000863



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**THOMPSON, MARK N
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILIPS HWY
JACKSONVILLE FL 32256**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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

CUC056894

ISSUED: 07/14/2014

**CERT UNDERGROUND & EXCAV CNTR
THOMPSON, MARK N
WPC INDUSTRIAL CONTRACTORS LLC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date - AUG 31, 2016 L1407140001063**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CUC056894

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**THOMPSON, MARK N
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILIPS HWY
JACKSONVILLE FL 32256**



ISSUED: 07/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407140001063

State of Florida

Department of State

I certify from the records of this office that WPC INDUSTRIAL CONTRACTORS, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 28, 2008, effective August 19, 1997.

The document number of this limited liability company is L08000072623.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on February 20, 2015, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of April, 2015*



Ken Detjen
Secretary of State

Tracking Number: CU3554604128

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FL GC LICENSE #000046120

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11651 Philips Highway, Jacksonville FL 32256
Telephone: (904) 268-0099 * Fax: (904) 268-2922
www.wpcind.com

**UNANIMOUS WRITTEN CONSENT TO RESOLUTIONS
OF THE SOLE MANAGER OF
WPC INDUSTRIAL CONTRACTORS, LLC**

Pursuant to the authority contained in Florida Statute §608.4231 and §605.04073, the adoption of the following resolutions is consented to by the undersigned, who is the sole Manager of WPC INDUSTRIAL CONTRACTORS, LLC (the "Company"):

FURTHER RESOLVED, that the following persons be and hereby are elected to the office or offices set forth opposite their names, effective the date hereof, to serve until the next annual meeting of the Manager Members or until their earlier resignation, removal from office, or death:

Jonathan B. Belloit

President

Phillip Starr

Vice President

Javier Cintron

Chief Financial Officer

FURTHER RESOLVED, that all of the acts and proceedings of the officers of this Company, for and on behalf of this Company, are hereby approved, ratified and confirmed in every respect; and

FURTHER RESOLVED, that the officers and Managers of this Company, acting singly, for and on behalf of this Company, be and hereby are authorized to execute any and all documents and to perform any and all acts that they, in their sole discretion, deem necessary or appropriate to effect the foregoing resolutions.

Effective the 13 day of August, 2015.

Jhannon



[Signature]
Jonathan B. Belloit, Sole Manager