

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

February 3, 2021

TO: ALL INTERESTED BIDDERS

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

BID NUMBER: 21-0241-CP(PLU)

BID SUBMITTAL IS DUE: February 11 @ 3:00 P.M.

ADDENDUM NO. 2


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

QUESTION(S)/RESPONSE(S):

1. Question: How often is the pricing adjusted in the task catalog? Do you know if adjustments would be made with major pricing fluctuations as we have seen in the market with the pandemic?
Response: Please see page 21 of 94 of the Invitation to Bid, Section B.6 - Annual Adjustment Factor.
2. Question: Is there any type of Limit (Pricing /Minimum) for Jobs that will be released through the JOC system?
Response: There is no pricing limit minimum for job assignments.
3. Question: Clarification as to the SBE goal of 15%. This is not mandatory, correct?
Response: Please refer to Addendum No. 1 question number 7 response.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 62 under Addendum No. 2 and return with completed bid package.

Sincerely,

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

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



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

February 1, 2021

TO: ALL INTERESTED BIDDERS

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

BID NUMBER: 21-0241-CP(PLU)

BID SUBMITTAL IS DUE: February 11, 2021 @ 3:00 P.M.

ADDENDUM NO. 1

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

CHANGES:

The following are changes to be incorporated into the Bid Documents for the subject project:

- 1.) **Updated Section E Bid Submittal Sheet** – The Bid Submittal Sheet has been revised to include the calculations for two (2) pay items, Secure Areas, Normal Working Hours and Secure Areas, Other than Normal Working Hours. Prospective bidders are advised to disregard the previously posted bid form and use the revised Bid Submittal Sheet attached to this addendum titled, “**Add 1 - SECTION E – JOC Bid Submittal Sheet**”.
- 2.) **Section E-Bid Submittal Form** - Pages 55 and 56 of 94 within the Invitation to Bid (ITB) have been revised to reflect the addition of two (2) bid items (Secure Areas, Normal Working Hours and Secure Areas, Other than Normal Working Hours). Prospective bidders shall delete pages 55 and 56 from originally posted ITB document and replace with revised Section E pages 55 and 56 titled “**Add 1 - Section E-Bid Submittal Form**” as posted with this addendum.
- 3.) Bidders must acknowledge and sign Page 61, Section E-Florida Trench Safety Act and submit with their bid.

QUESTION(S)/RESPONSE(S):

1. Question: Please confirm that the County will be the generator of all pre-existing hazardous materials?

Response: The County is responsible for removal of all pre-existing hazardous materials, but may request removal of pre-existing hazardous waste be performed by the Contractor utilizing contract pricing.

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2. Question: Please confirm that the 18-month warranty period begins at the completion of each job order?

Response: Yes. The 18-month warranty period begins at the completion of each job order.

3. Question: Please confirm that the audit period is specific to each job order and not the entire program?

Response: The County reserves the right to audit either specific job orders or the entire program.

4. Question: How will the bid results be announced? Are they posted immediately after closing to the EBids system?

Response: An unofficial bid tabulation will be posted to EBids shortly after the bids are opened.

5. Question: What vendors attended the mandatory pre-bid meeting and are eligible to submit a bid?

Response: The vendors that attended and are eligible to submit a bid are:

- 1) Archer Western Contractors
- 2) Gibraltar Construction Company Inc.
- 3) Wharton Smith Inc.
- 4) Caladesi Construction
- 5) Astra Construction Services
- 6) PCL Construction, Inc.
- 7) David Wing Plumbing
- 8) TLC Diversified Inc.
- 9) Kiewit Water Facilities Florida
- 10) US Water Services Corporation
- 11) Walsh Group

6. Question: Can we get a copy of the PowerPoint presentation?

Response: See attached Add 1 – PowerPoint Presentation.

7. Can you please clarify we have a mandatory SBE goal?

Response: Page 19 of the Invitation to Bid states: Contractors are strongly encouraged to meet or exceed an SBE goal of no less than 15% subcontracted to certified SBE firms.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 62 under Addendum No. 1 and return with completed bid package.

Sincerely,



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

April 2019

To All Pinellas County Pre-qualified Construction Contractors:

The Small Business Enterprise Program (SBE) has been in place since 1992 and is jointly administered by the Pinellas County Economic Development and Purchasing Departments. The SBE is non-specific to gender or race providing opportunities for small businesses to participate in the market created by Pinellas County Government.

Effective Spring of 2019, the SBE is being expanded to include among other things Capital Improvement Projects (CIP). CIP competitive solicitation documents will have goals established for small business sub-contractor participation. Small business sub-contractors may be utilized from the following counties: Pinellas, Hillsborough, Pasco and Manatee.

Before award is made to the lowest responsive, responsible contractor, proposed sub-contractors must be registered with the Economic Development Department as a certified Pinellas County SBE. Information pertaining to SBE registration may be found at the Economic Development website:

<https://pinellascounty.sbecompliance.com/>

To qualify for the Pinellas County SBE Program, a construction firm (sub-contractor) annual sales cannot exceed a three (3) year gross average of eight (\$8 million) million per year and must not exceed fifty (50) employees.

We are confident that most sub-contractors can meet the \$8 million average/50 employee maximum threshold and that Pre-qualified contractors will have ample firms to choose from per the entities listed above. **Please see page 18** of the attached bid document establishing the **strongly encouraged** SBE Goal.

If you have questions or seek further information, please contact either Pamela Ulrich (727)464-3150 Purchasing SBE Liaison, Merry Celeste, Division Director of Purchasing and Risk Management (727)464-3559 or the procurement analyst responsible for this competitive process.

Thank you.

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



SEALED BID • DO NOT OPEN

SEALED BID NO.: 21-0241-CP(PLU)

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

DUE DATE/TIME: February 11, 2021 @ 3:00 pm

SUBMITTED BY: _____
(Name of Company)

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.

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: 21-0241-CP(PLU)
ISSUE DATE: January 15, 2021	TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance Repair, Minor Construction & Underground Utilities - REBID	
SUBMITTAL DUE: February 11, 2021 @ 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 DATE & LOCATION: Thursday, January 21, 2021 at 9:45 am Join Zoom Meeting https://zoom.us/j/8170633105 Meeting ID: 817 063 3105 One tap mobile +19292056099,,8170633105# US (New York) +13017158592,,8170633105# US (Washington D.C) Find your local number: https://zoom.us/u/ak47F0wOe
DEADLINE FOR WRITTEN QUESTIONS: February 1, 2021 BY 3:00 P.M.	SUBMIT QUESTIONS TO: Pamela Ulrich ATplulrich@pinellascounty.org Phone: 727-464-3150	
Engineering Estimate \$20,000,000.00 Plans Prepared by: Gordian Group Engineer/Project Manager is: Thomas Menke	<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u> 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>	 MERRY CELESTE, CPPB Division Director Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

***REMIT TO NAME:** _____ **PHN:** () _____ **FAX:** () _____
 (As Shown On Company Invoice)

FEIN# _____

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

RETURN THIS FORM WITH YOUR RESPONSE

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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 Plans or other 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 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.

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: The Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who develops criteria and concept for a Project, performs the analysis and is responsible for the preparation of a Project's 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.

Change Order: A written order authorized by the Board or County Administrator, and accepted by the Contractor directing certain changes, additions or reductions in the Job Order Contract.

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.

Contract Term: Sixty (60) months or when Job Orders equal the Maximum Contract Term Value, whichever occurs first.

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, legal advertisements and change orders.

Design Professional: A collective term intended to apply to "Architect/Engineer of Record", licensed and registered in the State of Florida, the prime party responsible for the design, engineering, and construction documentation of a project and contracted directly with the County.

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

Engineer: The Engineer, a staff member of the County or his duly authorized representative, acting on behalf of the County.

DEFINITIONS

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.

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 Design Professional/Engineer/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 Design Professional/Engineer/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 issued by the Owner, as the notice to proceed, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one (1) or more Job Orders, generated from JOC software showing scope, price and duration.

Job Order Amount: The lump sum, fixed price 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 Project 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 the 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.

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

Non-Secure Area: An area wherein the Work is to be performed by the Contractor, not designated as a Secure Area.

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.

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 Year 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.

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.

DEFINITIONS

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

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

PC Supplemental Specifications: Specifications adopted by Pinellas County that add or revise the Pinellas County Standard Technical Specifications for Roadway and General 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.

Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

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 and Bid Submittal Sheets: Form, as required in Section E.

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 be rendered complete, satisfactory and acceptable for the Project (or Job Order).

Purchase Order (PO): A formal written document used to encumber funds by the Purchasing Department. The document contains a Purchase Order number, generated from County accounting software showing a PO number for invoicing purposes.

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.

Secure Area: An area wherein work is to be performed by the Contractor designated by the Project Manager as a secure program area wherein facility security personnel must monitor and/or supervise the Contractor and the Contractor must comply with various County security precautions and regulations.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date approved by the Design Professional/Engineer/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.

DEFINITIONS

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.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Job Order is issued, including superintendence, use of equipment & tools, and all services & 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 Agreement, all costs of liability and of performing the Work shall be included in the Contractor's 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 shall be submitted utilizing Pinellas ePro procurement website. Failure to comply could result in the bid being rejected.
- (b) Bid must be submitted on the forms furnished. Facsimile or email bids will not be considered. The County reserves the right to modify the Bid Proposal by facsimile or email 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. 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.

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID 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 submitted will be released pursuant to a valid public records request.
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 Pinellas ePro or calling the 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) This Job Order Contract shall be awarded to the most responsive, responsible contractors prequalified in the Category, listed in Section B based on the lowest adjustment factors submitted, in accordance with the Invitation to Bid Section E, that are most advantageous to Pinellas County, and all other factors considered, to provide services involving construction, installation and repair of County facilities. The County reserves the right to award one (1) or more contract.
 - (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 (2) or more bids received are for the same total amount or unit price, quality and service being equal, the Contract may 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.

SECTION A - GENERAL CONDITIONS

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:

- a. 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;
- b. 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;
- c. 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.
- d. 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 five (5) 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. **COUNTY INDEMNIFICATION:** See agreement reference in Section H
20. **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

SECTION A - GENERAL CONDITIONS

21. **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.
22. **"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:** Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or 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.
 - (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.

SECTION A - GENERAL CONDITIONS

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
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:**
- 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.
 - 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.
 - 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.
 - 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.

SECTION A - GENERAL CONDITIONS

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 (electronically) 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 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. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.
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, 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.

SECTION A - GENERAL CONDITIONS

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 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

SECTION A - GENERAL CONDITIONS**44. PROTEST PROCEDURE:** As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (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 shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or 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. EST on the fifth full Business Day after posting of the award recommendation.
 - (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 or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors 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 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 to address situations such as clarification and/or pose questions related to the procurement process. 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.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest 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. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision.*
 - (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the 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. EST 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.
- (i) *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.
 - 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) day 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.

47. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B - SPECIAL CONDITIONS

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

BID NUMBER: 21-0241-CP(PLU)

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** construction, or those that are pre-qualified by the Florida Department of Transportation (FDOT) in an equivalent prequalification. 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. **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 Job Order Contract, 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 on:

Thursday, January 21, 2021 @ 9:00 am (Virtually)

Join Zoom Meeting

<https://zoom.us/j/8170633105>

Meeting ID: 817 063 3105

One tap mobile

+19292056099,,8170633105# US (New York)

+13017158592,,8170633105# US (Washington D.C)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 817 063 3105

Find your local number: <https://zoom.us/j/8170633105>

SECTION B - SPECIAL CONDITIONS

3. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION GOALS

- a. **SBE Commitment:** Contractors are strongly encouraged to meet or exceed an **SBE goal of no less than 15%** subcontracted to certified SBE firms.
- b. **Submission of Subcontractor and SBE Certification:** With each Job Order, the successful Bidder will submit the following information for each Subcontractor using Appendix 3 attached:
 1. Subcontractor Name;
 2. Scope of Services and Trades Performed;
 3. Current Certification;
 4. Subcontract Dollar Value; and
 1. The Subcontract's Percentage of Job Order Price.
- c. **Eligible SBE Firms:** SBE Subcontractors must be certified within the (4) County area of Pinellas County, Manatee County, Hillsborough County, and Pasco County. SBE firms certified outside the (4) County area will not count towards the County's SBE participation. If a Job Order is funded in whole, or in part, with Florida Department of Transportation and South Florida Water Management District funds, then certification from any Disadvantage Business Enterprise agency will count towards the County's SBE participation goal.
- d. **Reporting SBE Participation:** The County will record the estimated SBE participation at the time the Job Order is issued and will record the actual SBE participation based on the Final Waivers of Lien. The actual SBE participation will be used to determine compliance with the goals set forth in the contract.

Determining Compliance:

1. Contractors will be monitored on each Job Order for compliance. The Contractor shall make a documented good faith effort to meet or exceed the SBE goals on each Job Order.
2. The Contractor shall inform the County of noncompliance as a result of:
 - a. The Detailed Scope of Work is so specific that no SBE firms are available to perform the work.
 - b. The Contractor performed due diligence and outreach to encourage participation from SBE firms.
3. If a Contractor is noncompliant, the County has the right to request for corrective action or justification on noncompliance.
4. The County reserves the right to request all documentation of the Contractor's good faith efforts to meet or exceed the SBE participation goal. Documentation may include, but is not limited to:
 - a. Evidence the Contractor solicited through reasonable means SBEs certified in the anticipated work and provided sufficient time for the SBE firms to respond. The Contractor may provide copies of written notices sent to SBE firms;
 - b. Negotiated in good faith with interested SBEs that submitted bids; and
 - c. Selecting those portions of the Work that have opportunity for SBE participation, and where appropriate, breaking out the work into economically feasible units to facilitate SBE participation.
 - d. Evidence the Contractor searched the County's SBE vendor database for available firms.
5. If the Contractor continues to be noncompliant with no corrective action to meet or exceed the Contract's SBE goals, the County reserves the right to discontinue the utilization of such Contractor(s).
6. The County reserves the right to waive SBE participation on any particular Job Order.

SECTION B - SPECIAL CONDITIONS

4. OVERVIEW OF THE CONTRACT

This Job Order Contract shall be awarded to the most responsive responsible Contractors prequalified in the **Water and Sanitary Sewer** Category based on the lowest adjustment factors submitted, in accordance with the Invitation to Bid Section E, that are most advantageous to Pinellas County, and all other factors considered; to provide services involving construction, installation and repair of County facilities. The County reserves the right to award one (1) or more contracts.

- 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.
- B. The Contractor will bid four (4) Adjustment Factors to be applied to the Unit Prices. The same four (4) Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid a fifth Adjustment Factor for performing Non Pre-priced Tasks. The Adjustment Factors as are as follows:
1. One (1) Adjustment Factor for performing work during Normal Working Hours in Non-Secure Areas,
 2. A second Adjustment Factor for performing work during Other Than Normal Working Hours in Non-Secure Areas,
 3. A third Adjustment Factor for performing work during Normal Working Hours in Secure Areas,
 4. A fourth Adjustment Factor for performing work during Other Than Normal Working Hours in Secure Areas,
 5. A fifth Adjustment Factor for Non Pre-priced Work.
- C. Thereafter, as projects are identified, the Owner will prepare a Detailed Scope of Work and issue an RFP to the Contractor. The RFP will identify the area of work as a Secure or Non-Secure Area. The Contractor will then prepare a Job Order Proposal for the Project including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation. The Job Order Amount shall equal the value of the approved Job Order Price Proposal.
- D. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non Pre-priced Tasks. The Job Order Amount shall equal the value of the approved Price Proposal.
- E. If the Job Order Proposal is found to be complete and as per specified a Job Order may be issued. Work must not commence until a Job Order is executed by both parties.
- F. A Job Order executed by both Parties will reference the Detailed Scope of Work, set forth the Job Order Completion Time, and include the Job Order Amount. A separate Job Order will be issued for each Project. The County may issue a Supplemental Job Order to the Contractor.
- G. Extra work, credits, and deletions will be contained in a Supplemental Job Order.
5. **PRICING/PERIOD OF AGREEMENT:** The County does not guarantee the Maximum Contract Term Value a Contractor will receive. Under no circumstances will the Maximum Contract Total Value exceed **twenty million dollars (\$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, required therein. Contract duration is for sixty (60) consecutive calendar months.

SECTION B - SPECIAL CONDITIONS**6. ANNUAL ADJUSTMENT FACTOR**

- A. The Normal Working Hours in Non-Secure Areas, Other Than Normal Working Hours in Non-Secure Areas, Normal Working Hours in Secure Areas and Other Than Normal Working Hours in Secure Areas Adjustment Factors may be updated on each anniversary of the effective date of the Contract to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to such anniversary, that the Adjustment Factors be updated. The 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:
1. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).
 2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. February bid due date, Current Year Index is February of the prior year to January of the current year).
 3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 4. 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.
 5. Averages shall be obtained by summing the 12-month indices and dividing by 12.
 6. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- B. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- C. If the Contractor submits a Price Proposal with outdated Adjustment Factors, then the Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- D. The Contractor cannot delay submitting a Job Order Proposal 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.
- E. The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.

7. BID BOND GUARANTEE:

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of **5%** 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, cashier 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.

SECTION B - SPECIAL CONDITIONS**8. 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 **twenty million dollars, \$20,000,000.00**, divided by the number of contracts awarded, the costs of which are to be paid by the Bidder and included in the Adjustment Factors. Performance and Payment Bonds will be for a period of one (1) year beginning on the Agreement date through that same date twelve (12) months later and must be renewed and approved annually prior to term expiration.
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.
 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.

SECTION B - SPECIAL CONDITIONS

9. LICENSES, PERMITS, FEES AND TAXES:

- A. Pursuant to section 218.80, Florida Statutes, 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.
- B. 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. **JOC SYSTEM LICENSE FEE:** The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, 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 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract and shall be included in the Contractor's Adjustment Factors.
10. **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 Job Order 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.
11. **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.
12. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A pre-commencement meeting will be held following execution of the Contract Documents.

SECTION B - SPECIAL CONDITIONS**13. 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 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
14. **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.
15. **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.
16. **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.

SECTION B - SPECIAL CONDITIONS**17. 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.
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 Job Order Proposal, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the proposed subcontractor(s) 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
3. 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.

SECTION B - SPECIAL CONDITIONS

18. 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 Scopes 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 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 is required by Detailed Scopes 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.

SECTION B - SPECIAL CONDITIONS

- 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 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.

SECTION B - SPECIAL CONDITIONS**19. JOB ORDER COMPLETION 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 day 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 Managers 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 approved by the Contract Administrator and authorized by a Supplemental Job Order executed by the appropriate approving authority authorized by the Owner.

SECTION B - SPECIAL CONDITIONS

20. 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 unless specified to be performed during Other Than Normal Working Hours in the Job Order. 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
Christmas 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 (\$850.00)** per man day for each Saturday and Sunday on which the Contractor Works. Represents the cost per hour for one (1) County employee of **\$850.00** to be on site. Each of these days shall begin at 12:00 am and end at 11:59 pm for that corresponding day.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of **eleven hundred fifty (\$1,150.00)** per man day for each recognized Holiday on which the Contractor Works. Represents the cost per hour for one (1) County employee of **\$1,150.00** to be on site. Each of these days shall begin at 12:00 am and end at 11:59 pm for that corresponding day.
- 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.

21. LIQUIDATED DAMAGES:

The County and the Contractor recognize that, since time of the essence for this Job Order, the County will suffer financial loss if the Work is not completed within the time specified.

The County shall be entitled to assess, as liquidated damages, but not as a penalty, on an as needed, project by project basis, an amount to be determined, for each Calendar Day after the Job Order estimated completion date. Determination on whether Liquidated Damages will be applicable to a project will be based on the Job Order Scope of Services, relative importance and cost of a project, and assigned when a Job Order is issued. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

SECTION B - SPECIAL CONDITIONS

22. 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.

23. 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 do not alter the scope of the Work. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor. No other officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Scope of the Work are required or if the Job Order Completion Time or the Job Order Amount is increased by the additional 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 Section B - Special Conditions: Contractor Selection and Award of Individual Orders section. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.
- D. Should a Supplemental Job Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new Work not covered by schedule of values, the amount of an increase shall be determined by a Supplemental Job Order.
- F. 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 cost of all Work shall be determined in accordance with Section B - Special Conditions Paragraph 45 Contractor Selection and Award of Individual Orders.
- G. 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.

24. 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 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.

SECTION B - SPECIAL CONDITIONS**25. MEASUREMENT AND PAYMENT**

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Job Order Contract as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Job Order Contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Job Order Completion Time until final acceptance by the County.
- F. Failure to construct any item to plan or authorized dimensions within the Detailed Scope of Work tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay will be determined by the Design Professional/Engineer/Project Manager.
- G. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of twenty (20) 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.
- H. 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.
- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
 1. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
 2. The stored material must be approved by the Design Professional/Engineer/Project Manager.
 3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
 4. The Contractor shall furnish the County with copies of certified invoices to document the value of the materials received. The contractor's documentation for stored materials payment shall also include a reconciliation of the beginning balance, materials purchased, materials used, and ending balance. The amount of the partial payment will be determined from invoices for the material not to exceed one half of the unit value bid in the Contract.
 5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented on the certified invoices for the materials received.
 6. Partial payments will not be made for materials which were stored prior to award of the Contract for the Project.
 7. If payment is made the materials shall become the property of the County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason.

SECTION B - SPECIAL CONDITIONS**26. PAYMENTS TO CONTRACTOR**

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the Job Order Amount and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.
- B. 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.
- C. 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. Within ten (10) calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. 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").
- D. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- E. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on the 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.
- F. Progress Payments: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on the Job Order 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.
- G. Invoices: **See Section A General Conditions Payments/Invoices**

SECTION B - SPECIAL CONDITIONS

27. 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 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 Job Order 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.
- 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.
28. **PAYMENTS WITHHELD**: To the maximum extent permitted by §218.735, Florida Statutes, 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 un-liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

SECTION B - SPECIAL CONDITIONS

29. **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.
30. **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 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.
31. **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 Detailed Scope of Work under the Job Order. The Contractor shall thoroughly examine and be familiar with the Detailed Scope of Work. Failure or omission of the Contractor to receive or examine any form, instrument, 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 Job Order. Pinellas County does not warrant the accuracy or completeness of 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 site(s); 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.

SECTION B - SPECIAL CONDITIONS

32. 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.
- 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.

33. 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.

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.

- D. 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.

SECTION B - SPECIAL CONDITIONS

34. TERMINATION**A. Termination for Default**

1. The Contractor shall be considered in material default of the Agreement and/or Job Order and such default shall be considered cause for the County to terminate the Agreement and/or 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;
 - 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. Failing to submit Job Order Proposals in a timely manner;

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.

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.

4. 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 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.

SECTION B - SPECIAL CONDITIONS

35. **SUBSTITUTIONS/ APPROVED EQUAL(S) PRIOR TO BID OPENING – Not Applicable**36. **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 Job 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 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. Contractor shall submit the updates to the Progress Schedule with its applications for payment noted below. Contractor's submittal of these updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
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 Job Order 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 Job Order 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 in writing at the time the Contractor submits the 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 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 the 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.

SECTION B - SPECIAL CONDITIONS

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 required by the County, either two (2) printed or one electronic complete set(s) of detailed shop or working drawings shall be furnished by the Contractor to the Design Professional/Engineer/Project Manager 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 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 Job Order number and page and/or sheet number to which the submission applies if the Detailed Scope of Work includes Plans. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection drawings 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 delivery" or sent electronically. 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 drawings 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.

SECTION B - SPECIAL CONDITIONS

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 and 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 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

37. 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.
38. **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.
39. **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.

SECTION B - SPECIAL CONDITIONS**40. SURVEY AND LAYOUT** (When required by the Detailed Scope of Work):

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the 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.
- 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.

SECTION B - SPECIAL CONDITIONS**41. 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.
42. **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.
43. **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.
44. **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.

45. COUNTY CONTRACT ADMINISTRATOR

The County will assign a Contract Administrator to oversee the execution of the Job Order Contract Program. The County will notify the Contractor of its Contract Administrator designee prior to issuance of the Notice to Proceed.

46. CONTRACTOR'S KEY PERSONNEL

- A. The Contractor shall assign one full-time employee as its representative for this Contract. This employee shall be acceptable to the County Project Manager 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 shall be provided by the Contractor 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 (4) 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.
- 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 written notification of approval from the Owner.

SECTION B - SPECIAL CONDITIONS**47. 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.
- G. Other appropriate criteria as deemed in the best interest of the Owner.

SECTION B - SPECIAL CONDITIONS**48. ORDERING WORK**

- A. As the need arises, the County will notify the Contractor of a Project and schedule a Joint Scope Meeting.
- B. The Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non Pre-priced Task.
- C. Upon this notice, the Contractor shall respond to the needs of the County within twenty-four (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, but shall but not be limited to, 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. Secure Area requirements, including but not limited to badging requirements;
 - f. hours of operation;
 - g. staging area;
 - h. requirements for catalog cuts, technical data, samples and shop drawings;
 - i. requirements for professional services, sketches, drawings, and specifications;
 - j. construction duration;
 - k. liquidated damages;
 - l. the presence of hazardous materials;
 - m. date on which the Job Order Proposal is due.
- D. 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 RFP 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.
- E. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- F. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.
- G. The Contractor's Job Order Proposal must include, but shall not be limited to:
 - 1. Job Order Price Proposal;
 - 2. Required drawings or sketches;
 - 3. List of anticipated Subcontractors;
 - 4. Construction schedule;
 - 5. Other requested documents
- H. The Job Order Price shall be the value of the approved Job Order Price Proposal.

SECTION B - SPECIAL CONDITIONS

- I. 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 (unit price x quantity x Adjustment Factor).
- J. 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 (3) 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 (3) 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. If three (3) quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved by the Owner, less than three quotes (3) or bids will be allowed.
- c. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

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 (3) 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 the cost for a Non Pre-priced Task has been approved, the Owner may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The Owner reserves the right to request the Contractor provide current quotes for any Non Pre-priced approved previously.
 - 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.
 - f. The value of the 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.
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. The County will specify local jurisdiction permits the Contractor is required to obtain and maintain for each Job Order.
 4. To compensate the Contractor for the JOC System License Fee on reimbursable tasks, all reimbursable tasks shall have an adjustment of 1.0101 applied.
 5. 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.

SECTION B - SPECIAL CONDITIONS

6. The Contractor's Job Order Proposal shall be submitted by the date indicated on the RFP. 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.
7. 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 RFP or, as described below, the Contractor may be directed to begin work immediately with the applicable contract documents to follow.
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.
- K. 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
 - 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 complete the Job Order. 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 RFP, 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.
49. **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.
50. **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.

SECTION B - SPECIAL CONDITIONS**51. ACCESS TO BUILDINGS AND WORKING IN SECURE AREAS**

- A. It shall be the Contractor's responsibility, through the County and appropriate County staff, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the Project site(s) at the end of each work day and on weekends.
- B. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of personal other than the Contractor's employees engaged in the performance of assigned work in those areas.
- C. Work in Secure Areas
 - 1. Responsibilities of the Sheriff's Office
 - a. Contractor shall forewarn all employees and Subcontractors that the Pinellas County Sheriff's Office (PCSO) will screen all workers entering Secure Areas for outstanding warrants and past criminal histories through the National Criminal Identification Crime Check (NCIC). Screening operation may take two (2) to three (3) days; Contractor is urged to submit copy(ies) of driver's license(s) and social security card(s) prior to work persons reporting for work. County will not entertain any claim for delay due to screening procedures. PCSO determination of work person status is final. The Contractor is responsible for the cost of all screening.
 - b. All access to work areas will be coordinated through the Pinellas County Sheriff's Office. It is the responsibility of the Contractor to make arrangements with the Pinellas County Sheriff's Office, whenever Work is performed inside Secure Areas. The Contractor shall stage the Work so as to minimize the use of Deputies.
 - c. The County will not reimburse Contractor for badges, time required to obtain daily badges for entering or leaving the Site, nor for time necessary to clean up the work area at the end of the day. Contractor shall include in its Secured Areas Adjustment Factors its costs for circumstances related to lost work issues. The County estimates approximately 1 hour of downtime per day to account for these procedural and possible unforeseen circumstances. Contractor's pricing should include provision for working in secure areas on the jail campus without any electronic devices such as telephones and computers. Personnel are prohibited from bringing any such items into secure jail areas.
 - d. The Contractor must update the PCSO each week regarding the projected work schedule for the following week; it cannot be assumed by the Contractor that it will have automatic access to the Work without such coordination.
 - e. At the end of each Regular Work Day it will be the responsibility of the Contractor to secure all Work areas as directed by the PCSO guidelines and/or per PCSO designate.
 - f. The Contractor shall provide PCSO with daytime contact information and after hours contact information in case of an emergency. The Contractor shall coordinate all shut down and start up activity with the assigned Project Manager or his/her designated alternate and PCSO. The Contractor will provide the Project Manager with a written and dated progress schedule which shall include all projected building and/or equipment shutdown and start-up dates prior to commencing work. The Contractor will schedule all building or equipment shutdowns, testing, etc. so as to minimize the impact on the normal operation of the building systems. Written notification to and confirmation from PCSO shall be attained by the Contractor at least one (1) week in advance of any building and/or equipment shutdown. It will be the responsibility of the Contractor to coordinate any building or equipment shutdowns with PCSO's designee. In any situation where conflict exists, the Project Manager or the designated alternate, after due consideration of the requirements of the building occupants, will be responsible for the final decision. The Contractor is responsible for any inadvertently caused utility or building system disruption of services caused by its Subcontractors work. It shall be the Contractor's responsibility to immediately notify PCSO of the occurrence and to immediately correct the disruption.
 - 2. Delivery, Storage, and Handling
 - a. Delivery – The Contractor will be responsible for the delivery and acceptance of all equipment, parts, and materials delivered to the Project site under this Contract. Contractor is highly encouraged to limit the number of vehicles in the Secured Areas due to limited parking.
 - b. Storage – Storage and protection of all equipment, parts, and materials are the responsibility of the Contractor. The storage requirements must be coordinated and approved by PCSO. Deliveries of materials or equipment shall be supervised by the Contractor. Three (3) Day notice of all deliveries must be given to PCSO, to insure proper coordination. PCSO shall reject any deliveries without sufficient notice or Contractor manpower to accept deliveries.
 - c. Handling – The Contractor will comply with all manufacturer supplied installation instructions for shoring, scaffolding, hi-lifts, rigging, unloading, and/or transporting of all equipment, parts, and materials.
 - d. Tool Check – storage of any tools, products, or materials must be approved by PCSO on an individual basis. All tools are to be checked out of and returned to the designated tool storage area each day. Specific permission may be given by a representative of PCSO each day to store the tools in a secure room or locked job box near the Project site. Each day, the Contractor shall provide a written tool inventory list to PCSO. The list shall show all tools brought into the secure facility. Prior to any of the Contractors' employees leaving the premises at the end of days work, the tool list shall be reviewed, and all tools accounted for. Any discrepancies shall activate PCSO search procedures, wherein a lockdown will commence until all tools are accounted for.

SECTION B - SPECIAL CONDITIONS

- D. Work in Secure Areas at St. Petersburg Clearwater International Airport (PIE)
 - 1. The Contractor shall be responsible for all provisions provided in Appendix 4 of the Contract when working at PIE and some areas of work may be considered Work in Secure Areas. The Project Manager will make this determination on a Job Order basis and will be included in the RFP.

52. 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 Work 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.

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 Work 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 costs 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 Contractor's personnel at the Contractor's expense.
- 2. The Contractor shall provide temporary toilets for the use of the personnel, 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.

SECTION B - SPECIAL CONDITIONS

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 around the Work site.

53. 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.

54. 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.

55. 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.

56. 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.

57. JOB ORDER CONTRACTING SYSTEM LICENSE

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, 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 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee shall be included in the Contractor's Adjustment Factors.

SECTION B - SPECIAL CONDITIONS

58. 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 (ezlQC® 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. To compensate the Contractor for the ezlQC® License Fee, the Contractor's bid Adjustment Factors will be adjusted by dividing the Adjustment Factors by 0.9375. On the anniversary date of the Contract, the Adjustment Factors for cooperative purchase Projects shall also be adjusted according to Section B, Special Conditions, Article 5: Annual Adjustment Factors.
- B. **Reimbursable Tasks for Cooperative Purchases:** To compensate the Contractor for the cost of the ezlQC® License Fee on reimbursable tasks, all reimbursable tasks for cooperative purchase Projects shall have an adjustment of 1.0667 applied.
- C. 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.
- D. 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.
- E. 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.
- F. 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").

Remittance of License Fees

The Contractor shall remit License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: Attention: A/R Department
PO Box 79341
Baltimore, MD 21279-0341

- G. 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@ezlQC.com or via facsimile to (864) 233-9100.
- H. 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@ezlQC.com or via facsimile to (864) 233-9100.
- I. 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.

59. 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 RFP 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 B - SPECIAL CONDITIONS

60. **SUBMISSION OF BIDS:** 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. 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 Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. 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)

C. 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.

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.

SECTION C – INSURANCE REQUIREMENTS

SECTION C - INSURANCE REQUIREMENTS:

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If 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 prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to **Pamela Ulrich, plulrich@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) 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 Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date
 - (1) Bidder 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 Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – INSURANCE REQUIREMENTS

- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County’s prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the 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 Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County 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-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) 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.
 - (4) 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.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, 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 the Bidder to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers’ Compensation Insurance

Limit Florida Statutory

Employers’ Liability Limits

Per Employee	\$ 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	\$ 2,000,000
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 the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

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:

Limits

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

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

Limits

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

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

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

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

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.

- (7) Property Insurance Bidder 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 - REBID****Bid Number: 21-0241-CP(PLU)**

Work consists of a Job Order Contract to perform services involving general construction, installation and repair at any and all 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 Pinellas ePro at www.ebids.pinellas.gov

This section may contain special notices if applicable.

The advertised Invitation to Bid contains the following files:

1. Invitation to Bid
2. Section D – JOC Construction Technical Specifications Books 1-5 Pinellas County Utility
3. JOC Bid Submittal Sheet
4. JOC Construction Task Catalog Books 1-3 Pinellas County Utility JOC
5. Section H - Agreement

In the event a project under this Contract be funded with grant funding, the contractor(s) must comply with all provisions of grant clauses and requirements.

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: 21-0026-CP(PLU)

**NO CHANGES SHALL BE MADE TO THE FACTORS CONTAINED HEREIN.
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE INITIALED BY BIDDER.**

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.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.

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

OR

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

For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours 7:00 A.M. to 7:00 P.M. Monday to Friday	60%
Other Than Normal Working Hours 7:01 P.M. to 6:59 A.M. Monday to Friday, Saturday, Sunday and Holidays	20%
Non-Pre-priced Work Task Adjustment Factor	20%

SECTION E – BID SUBMITTAL FORM

BID FORM

SCHEDULE OF PRICES

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	=Extended Total
1.	Normal Working Hours 7:00 A.M. to 7:00 P.M. Monday to Friday	__ . __ _ _ _	X 0.60	= __ . __ _ _ _
2.	Other Than Normal Working Hours 7:01 P.M. to 6:59 A.M. Monday to Friday, Saturday, Sunday and Holidays	__ . __ _ _ _	X 0.20	= __ . __ _ _ _
3.	Non-Pre-priced Work Task Adjustment Factor	__ . __ _ _ _	X 0.20	= __ . __ _ _ _
4.	Sum the Extended Total column. The Sum is the Award Criteria Figure.	= __ . __ _ _ _		

1.
2.
3.

1. Specify lines 1 through 3 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 Non-Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
3. The weighted multipliers (x multiplier) 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.
4. 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.
5. The County reserves the right to correct any arithmetic errors for correctness. In the event of an error, the County will use the Adjustment Factors listed in the column titled "Adjustment Factor Bid" to calculate the extended totals and the Award Criteria Figure.

SECTION E – BID SUBMITTAL FORM

W9

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: <input type="checkbox"/> Individual/Sole proprietor <input 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"/> Other (see instructions) ▶	<input type="checkbox"/> 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:

- 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 ▶

***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

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

Bid Number: 21-0241-CP(PLU)

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

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 - REBID

BID NUMBER: 21-0241-CP(PLU)

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 - REBID

Bid No: 21-0241-CP(PLU)

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 complete this form. *Thank you.*

We, the undersigned have declined to submit a bid for No. **21-0241-CP(PLU)** for Bid Title: **Job Order Contracting (JOC) WWTP & Water Plant Maintenance Repair, Minor Construction & Underground Utilities - REBID**

- 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

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

Bid Number: 21-0241-CP(PLU)

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT.

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) (Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Obligee 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 Obligee for **Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance Repair, Minor Construction & Underground Utilities - REBID, Bid No: 21-0241-CP(PLU)** 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 Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; 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 _____

_____, 20_____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

(Authorized Signature)

(Print Name)

(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:

(Authorized Signature)

(Print Name)

(Title)

(Business Address)

(Signature As Attorney In Fact)
(Attach Power of Attorney)

(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
(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 - REBID, Bid No: 21-0241-CP(PLU)** 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 _____
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

PRINCIPAL:

(Authorized Signature)

(Print Name)

(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: _____

(Authorized Signature)

(Print Name)

(Title)

(Business Address)

(Signature As Attorney In Fact)
(Attach Power of Attorney)

(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
- REBID, Bid No: 21-0241-CP(PLU)** 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 - REBID

Bid No: 21-0241-CP(PLU)

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**

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

Bid No: 21-0241-CP(PLU)

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	\$ _____
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 – SBE COMPLIANCE FORM

APPENDIX 3 – SBE COMPLIANCE FORM

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

Bid No: 21-0241-CP(PLU)

PRIME CONTRACTOR NAME: _____

ENCOURAGED SBE PROJECT GOALS: 15%

Scope of Services and Trades to be Performed _____

SUBCONTRACTOR(S) INFORMATION:

1. COMPANY: _____
ADDRESS _____

2. COMPANY: _____
ADDRESS: _____

AMOUNT OF SUBCONTRACTED WORK \$ _____

AMOUNT OF SUBCONTRACTED WORK \$ _____

CONTACT: _____

CONTACT: _____

EMAIL: _____

EMAIL: _____

TELEPHONE _____

TELEPHONE _____

CURRENT CERTIFICATION _____

CURRENT CERTIFICATION _____

3. COMPANY: _____

4. COMPANY: _____

ADDRESS: _____

ADDRESS: _____

AMOUNT OF SUBCONTRACTED WORK \$ _____

AMOUNT OF SUBCONTRACTED WORK \$ _____

CONTACT: _____

CONTACT: _____

EMAIL: _____

EMAIL: _____

TELEPHONE _____

TELEPHONE _____

CURRENT CERTIFICATION _____

CURRENT CERTIFICATION _____

I certify that the information included in this Compliance Form is true and complete to the best of my knowledge and belief. I further understand and agree that this Compliance Form shall become a part of my contract with Pinellas County.

Name and Title of Authorized Representative: _____

Signature: _____

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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APPENDIX 4 – SPECIAL NOTICES**Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance Repair, Minor Construction & Underground Utilities
- REBID****Bid No: 21-0241-CP(PLU)****INSTRUCTIONS TO CONTRACTORS – AIRPORT SECURITY**

Under this Contract, Job Orders may be issued where the St. Petersburg-Clearwater International Airport (PIE) is the location of the Work to be performed, and this Appendix 4 may be applicable. The Contractor shall be notified by the County as part of the RFP and/or Detailed Scope of Work if the provisions of this Appendix 4 Will be applicable to the Job Order. All personnel and vehicles within the Airport Operations Area (AOA) of St. Petersburg-Clearwater International Airport (PIE) are required to bear identification as provided in the Airport Security Program (ASP) and Transportation Security Administration Regulation (TSAR) 49 CFR 1542. The Contractor shall be compensated using the applicable Secured Area Adjustment Factor(s) if the Work to be performed is within the AOA.

Personnel and vehicular identification must meet the criteria set forth in the ASP.

Contractor's requiring access to the AOA shall apply to the PIE Operations Department for identification badges.

All persons employed by a contractor or its subcontractors who have unescorted access to any area on the airport controlled for security reasons, must have background checks, to the extent allowable by law, including at a minimum, references and prior employment histories, to the extent necessary to verify representations made by the employee/applicant relating to employment in the preceding ten (10) years.

All persons authorized access to the AOA shall wear approved airport identification. Each employee (or company) who has been issued an Airport Security Identification Badge (Badge) is responsible for the following:

- While in the AOA or other restricted non-public areas, each badged employee must display the Badge on the person's upper torso on the outermost garment;
- Report individuals attempting to circumvent, tamper, or destroy any components of the Airport Security System;
- Not allow another person to use his/her badge to gain access to a secured area of the airport;
- Not use another individual's badge to gain access into the secured, non-public areas of the Airport
- Not disclose information regarding the Airport Security System or any airport tenant's security system.
- Immediately notify PIE Operations, by telephone, when a badged employee is terminated and follow said notification in writing.
- Notify PIE within (8) eight hours of any employment status changes such as name, position retirement, resignation, transfer, etc;
- Any other person on the AOA under the escort of the Contractor shall not be allowed to enter or remain in the AOA unless that person is accompanied by a person who has proper identification.

Contractors and their employees agree to abide by all of the conditions governing the use an issuance of PIE identification badges and shall diligently supervised and enforce the proper use as set forth in the PIE Airport Security Plan, TSAR 49 CFR 142, and terms and conditions of the agreement as listed.

The PIE identification badge will remain the property of PIE. The requesting company will be responsible for the return of all badges.

CRIMINAL HISTORY RECORDS CHECK FINGERPRINT APPLICATION PROCESS

For those individuals requiring access to the AOA and prior to issuance of the PIE identification badge to the employee of a Contractor, and application form must be prepared and submitted to PIE Operations. To complete this process, the employee should follow the Fingerprint Checklist found in the supplement to this document. In following this checklist, the applicant must properly complete, sign, date, and submit a Fingerprint Application for Criminal History Record Check and Disqualifying Crimes Certification forms found in the supplement to this document. The Fingerprint application form will include the following provisions.

- a) Personal and physical characteristics relative to the applicant;
- b) Residency, citizenship, birthplace, and a current verifiable address; and
- c) Signature of the applicant (Employee Signature) and Company Authorized Representative
- d) Upon receipt of Criminal History Records check results, PIE Operations will notify the contractor of the result and if the applicant may continue in the Identification Badge process. Applicants will be required, at the time of application for a Criminal History Records Check, to submit all identification badge forms discussed below.

APPENDIX 4 – AIRPORT SECURITY PROGRAMIdentification Badge Application Process

For those individuals satisfactorily meeting the requirements for a Criminal History Records Check, an application form must be prepared and submitted to PIE. To complete this process, the employee should follow the Badge checklist found in the supplement to this document. In following this checklist, the applicant must properly complete, sign, date and submit Security Identification Badge Holder Agreement, Consent to Inspection/Search, and Application for I.D. Badge Transaction forms found in the Supplement to Security Program. The Application for I.D. Badge Transaction form will include the following provisions:

- a) Personal and physical characteristics relative to the Applicant;
- b) Job title, employment date and if the badge is an original or replacement;
- c) Signature of the applicant (employee signature) and Company Authorized Representative.

A lost or stolen PIE identification badge will promptly be reported to PIE and will be replaced only after the person to whom the PIE identification badge was issued files a written report with PIE explaining the circumstances leading to the loss or theft.

Each person who has been issued a PIE identification badge will be responsible for challenging any individual who is not properly displaying a PIE identification badge. Any person who is not properly displaying or cannot properly produce a valid PIE Identification badge should be referred to a law enforcement office for proper handling.

Report of all incidents regarding unauthorized access by individuals into the AOA will be reported to and record maintained by PIE or their designated agent.

Anytime an individual with a PIE identification badge passes through a staffed checkpoint, whether at the security checkpoint concourses or other staffed perimeter security checkpoints, the individual responsible for checking the PIE identification badge will stop the individual, physically verify/compare the photograph on the badge to the person and check the expiration date. Anyone not matching the photograph on his/her PIE Identification badge or has an expired, altered, or bogus PIE identification badge will be referred to a law enforcement officer, and such PIE identification will be confiscated.

Vehicles of contractors requiring access to the AOA must be distinctly marked and identified to the satisfaction of PIE Management and/or must obtain an approved identification sign for entry to the AOA.

Contractors are required to supply St. Petersburg-Clearwater International Airport with a current list of all their sub-contractors and suppliers who will require AOA access. This list must be updated as changes occur. In the event of termination of any employee or if any employee is no longer performing duties at the airport, this notification list must be submitted within (8) eight hours of the change.

Contractors will use authorized access points (gates) only. An access point, either provided or authorized for use by the Contractor, shall remain in a locked condition unless guarded. A guarded access gate shall be staffed by appropriately trained and badged personnel in accordance with the security measures discussed herein; provide adequate shelter for the personnel; shall include communications to enable direct notification to Pinellas Sheriff's Office and/or Pinellas County; PIE Operations Department in the event of a problem; and provide a physical barrier for operation by the guard to ensure positive control of each movement through the gate.

All Contractor personnel, including subcontractors and suppliers, with ramp or movement area driving privileges or under escort, must remain within the construction site limits. The only exception will be travel to and from the site, if direct access is not available. In these cases, travel will be by the most direct route through the nearest access point/gate.

Contractors and/or individuals violating either the personnel or vehicular identification requirements may be prosecuted under County ordinance or local trespass statutes.

Contractor will be required to complete an identification media audit on a monthly basis. The purpose of the audit is to ensure the integrity and accountability of all identification media issued in accordance with 1542.209. Audit documents will be distributed the first Monday of the month by PIE Operations Department and are due Friday of the same week. Audit documentation not returned in a timely basis will result in deactivation of the Airport identifications badge(s).

APPENDIX 4 – AIRPORT SECURITY PROGRAMS**SUPPLEMENTAL TO SECURITY PROGRAM SECTION**

- S-1. Fingerprint-based Criminal History Records Check Regulation (TSAR 49 CFR & 1542.209) S-2.
Security Badging Requirements
- S-3. Sensitive Security Information (SSI) Warning (Badge Application Process) S-4. Security
Office Information
- S-5. Acceptable Documents List
- S-6. SIDA and AOA Class Schedules
- S-7. Personal Identification Applications (SIDA Access Badges) Applicants S-8.
Badge Class Data Form
- S-9. Fingerprint Application Form

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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SECTION S-1

TSAR49 CFR 1542.209 Fingerprint –based criminal history records checks(CHRC)

- A. Scope.** The following persons are within the scope of this section
1. Each airport operator and airport user.
 2. Each individual currently having escorted access to a Security Identification Display Area (SIDA), and each individual with authority to authorize others to have unescorted access to a SIDA (referred to as an unescorted access authority).
 3. Each individual seeking unescorted access authority.
 4. Each airport user and aircraft operator making a certification to an airport operator pursuant to paragraph (n) of this section, or 14 CFR 108.31(n) in effect prior to November 14, 2001 (see 14 CFR parts 60 to 139 revised as of January 1, 2001). An airport user, for the purposes of this section only, is any person other than an aircraft operator subject to 1544.229 of this chapter making a certification under this section.
- B. Individuals seeking unescorted access authority.** Except as provided in paragraph (m) of this section, each airport, operator must ensure that no individual is granted unescorted access authority unless the individual has undergone a fingerprint based CHRC that does not disclose that he or she has a disqualifying criminal offense, as described in paragraph (d) of this section.
- C. Individuals who have not had a CHRC.** (1) Except as provided in paragraph (m) of this section, each airport operator must ensure that after December 6, 2002, no individual retains unescorted access authority, unless the airport operator has obtained and submitted a fingerprint under this part.
1. When CHRC discloses a disqualifying criminal offense for which the conviction or finding of not guilty by reason of insanity was on or after December 6, 1991, the airport operator must immediately suspend that individual's authority.
- D. Disqualifying criminal offenses.** An individual has a disqualifying criminal offense or the individual has been convicted, or found not guilty of by reason of insanity, of any of the disqualifying crimes listed in this paragraph (d) in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:
1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation: 49 U.S.C. 46306.
 2. Interference with air navigation; 49 U.S.C 46308.
 3. Improper transportation of a hazardous material; 49 U.S.C. 46312.
 4. Aircraft piracy; 49 U.S.C. 46502.
 5. Interference with flight crew members of flight attendants; 49 U.S.C. 46504.
 6. Commission of certain crimes aboard aircraft in flight; 49U.S. C. 4506.
 7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
 8. Conveying false information and threats; 49 U.S.C. 46507.
 9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S. C. 46502(b).
 10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
 11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
 12. Destruction of an aircraft or aircraft facility; 18.U.S.C. 32.
 13. Murder.
 14. Assault with intent to murder.
 15. Espionage.
 16. Sedition.
 17. Kidnapping or hostage taking.
 18. Treason.
 19. Rape or aggravated sexual abuse.
 20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
 21. Extortion.
 22. Armed or felony unarmed robbery.
 23. Distribution of, or intent to distribute, a controlled substance.
 24. Felony arson.
 25. Felony involving a threat.

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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26. Felony involving.
 - a. Willful destruction of property;
 - b. Important or manufacture of a controlled substance;
 - c. Burglary;
 - d. Theft;
 - e. Dishonesty, fraud, or misrepresentation;
 - f. Possession or distribution of stolen property;
 - g. Aggravated assault;
 - h. Bribery; or
 - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
27. Violence at international airports; 18 U.S. C. 37.
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph 9d).

E. Fingerprint application and processing (1) At the time of fingerprinting, the airport operator must provide the individual to be fingerprinted a fingerprint application that includes only the following. The disqualifying criminal offenses described in paragraph (d) of this section.

- i. A statement that the individual signing the application does not have a disqualifying criminal offense.
- ii. A statement informing the individual that Federal regulations under 49 CFR 1542.209 (1) impose a continuing obligation to disclose to the airport operator within 24 hours if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority. After February 17, 2002, the airport operator may use statements that have already been printed referring to 14 CFR 107.209 until stocks of such statements are used up.
- iii. A statement reading. "The information I have provided on this application is true, complete and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)"
- iv. A line for the printed name of the individual.
- v. A line for the individual's signature and date of signature.

1. Each individual must complete and sign the application prior to submitting his or her fingerprints.
2. The airport operator must verify the identity of the individual through two forms of identification prior to fingerprinting, and ensure that the printed name on the fingerprint application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.
3. The airport operator must advise the individual that:
 - i. A copy of the criminal record received from the FBI will be provided to the individual, if requested by the individual in writing; and
 - ii. The Airport Security Coordinator (ASC) is the individual's point of contact if he or she has questions about the results of the CHRC.
4. The airport operator must collect, control, and process one set of legible and classifiable fingerprints under direct observation of the airport operator or a law enforcement officer.
5. Fingerprints may be obtained and processed electronically or recorded on fingerprint cards approved by the FBI and distributed by Transportation Security Administration (TSA) for that purpose.
6. The fingerprint submission must be forwarded to TSA in the manner specified by TSA.

F. Fingerprinting Fees. Airport operators must pay for all fingerprints in a form and manner approved by TSA. The payment must be made at the designated rate (available from the local TSA security office) for each set of fingerprints submitted. Information about payment options is available through the designated TSA headquarters point of contact. Individual personal checks are not acceptable.

APPENDIX 4 – AIRPORT SECURITY PROGRAM

- G. Determination of arrest status.** (1) When a CHRC on a individual seeking unescorted access authority discloses an arrest for an disqualifying criminal offense listed in paragraph (d) of this section without indicating a disposition, the airport operator must determine, after investigation, that the arrest did not result in a disqualifying offense before granting that authority. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.
1. When a CHRC on an individual with unescorted access authority discloses an arrest for any disqualifying criminal offenses without indicating a disposition, the airport operator must suspend the individual's unescorted access authority not later than 45 days after obtaining the CHRC unless the airport operator determines, after investigation, that the arrest did not result in a disqualifying criminal offense. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.
 2. The airport operator may only make the determinations required in paragraphs (g) (1) and (g) (2) of this section for individuals for whom is issuing, or has issued, unescorted access authority, and who are not covered by a certification from an aircraft operator under paragraph (n) of this section. The airport operator may not make determinations for individuals described in 1544.229 of this chapter.
- H. Correction of FBI records and notification of disqualification.** (1) Before making a final decision to deny unescorted access authority to an individual described in paragraph (b) of this section, the airport operator must advise him or her that the FBI criminal record discloses information that would disqualify him or her from receiving or retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.
1. The airport operator must notify an individual that a final decision has been made to grant or deny unescorted access authority.
 2. Immediately following the suspension of unescorted access authority of an individual, the airport operator must advise him or her that the FBI criminal record discloses information that disqualifies him or her from retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.
- I. Corrective action by the individual.** The individual may contact the local jurisdiction responsible for the information and the FBI to complete or correct the information contained in his or her record, subject to the following conditions.
1. For an individual seeking unescorted access authority on or after December 6, 2001, the following applies:
 - i) Within 30 days after being advised that the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to granting unescorted access authority.
 - ii) If no notification, as described in paragraph (I) (1) of this section is received within 30 days, the airport operator may make a final determination to deny unescorted access authority.
 2. For an individual with unescorted access authority before December 6, 2001, the following applies: Within 30 days after being advised of suspension because the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to reinstating unescorted access authority.
- J. Limits on dissemination of results.** Criminal record information provided by the FBI may be used only to carry out this section and 1544.229 of this chapter. No person may disseminate the results of a CHRC to any other than:
1. The individual to whom the record pertains, or that individual's authorized representative.
 2. Officials of other airport operators who are determining whether to grant unescorted access to the individual under this part.
 3. Aircraft operators who are determining whether to grant unescorted access to the individual or authorize the individual to perform screening functions under part 1544 of this chapter.
 4. Others designated by TSA.
- K. Recordkeeping.** The airport operator must maintain the following information:
- 1) Investigations conducted before December 6, 2001. The airport operator must maintain and control access or employment history investigation files, including the criminal history records results portion, or the appropriate certifications, for investigations conducted before December 6, 2001.

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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- 2) Fingerprint application process on or after December 6, 2001. Except when the airport operator has received a certification under paragraph (n) of this section, the airport operator must physically maintain, control, and as appropriate, destroy the fingerprint application and the criminal record. Only direct airport operator employees may carry out the responsibility for maintaining, controlling, and destroying criminal records.
 - 3) Certification on or after December 6, 2001. The airport operator must maintain the certifications provided under paragraph (n) of this section.
 - 4) Protection of records – all investigations. The records required by this section must be maintained in a manner that is acceptable to TSA and in a manner that protects the confidentiality of the individual.
 - 5) Duration – all investigations. The records identified in this section with regard to an individual must be maintained until 180 days after the termination of the individual's unescorted access authority. When files are no longer maintained, the criminal record must be destroyed.
- L. Continuing responsibilities.** (1) Each individual with unescorted access authority on December 6, 2001, who had a disqualifying criminal offense in paragraph (d) of this section on or after December 6, 1991, must by January 7, 2002, report the conviction to the airport operator and surrender the SIDA access medium to the issuer.
1. Each individual with unescorted access authority that has a disqualifying criminal offense must report the offense to the airport operator and surrender the SIDA access medium to the issuer within 24 hours of the conviction or the finding of not guilty by reason of insanity.
 2. If information becomes available to the airport operator or the airport user indicating that an individual with unescorted access authority has a disqualifying criminal offense, the airport operator must determine the status of the conviction. If a disqualifying offense is confirmed the airport operator must immediately revoke any unescorted access authority.
- M. Exceptions.** Notwithstanding the requirements of this section, an airport operator must authorize the following individuals to have unescorted access authority:
1. An employee of the federal, state, or local government (including a law enforcement officer) who, as a condition of employment, has been subjected to an employment investigation that includes a criminal records check.
 2. Notwithstanding the requirements of this section, an airport operator may authorize the following individuals to have unescorted access authority.
 - i) An individual who has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, or aircraft operator, or contractor to such entity, provided the grant for his or her unescorted access authority was based upon a fingerprint-based CHRC through TSA or FAA.
 - ii) An individual who has been continuously employed by an aircraft operator or aircraft operator contractor, in a position with authority to perform screening functions, provided the grant for his or her authority to perform screening functions was based upon a fingerprint-based CHRC through TSA or FAA.
- N. Certifications by aircraft operators.** An airport is in compliance with its obligation under paragraph (b) or (c) of this section when the airport operator accepts, for each individual seeking unescorted access authority, certification from an aircraft operator subject to part 1544 of this chapter indicating it has complied with 1544.229 of this chapter for the aircraft operator's employees and contractors seeking unescorted access authority. If the airport operator accepts a certification from the aircraft operator, the airport operator may not require the aircraft operator to provide a copy of the CHRC.
- O. Airport operator responsibility.** The airport operator must—
1. Designate the ASC, in the security program, or a direct employee if the ASC is not a direct employee, to be responsible for maintaining, controlling, and destroying the criminal record files when their maintenance is no longer required by paragraph (k) of this section.
 2. Designate the ASC, in the security program, to serve as the contact to receive notification from the individuals applying for unescorted access authority of their intent to seek correction of their FBI criminal record.
 3. Audit the employment history investigations performed by the airport operator in accordance with this section and 14 CFR 107.31 in effect prior to November 14, 2001 (see 14 CFR Parts 60 through 139 revised as January 1, 2001), and those investigations conducted by the airport users who provided certification to the airport operator. The audit program must be set forth in the airport security program.
- P. Airport user responsibility.** (1) The airport user must report operator information, as it becomes available, that indicates if unescorted access authority may have disqualifying criminal offense.
1. The airport user must maintain and control, in compliance with paragraph (k) of this section, the employment history investigation files for investigations conducted before December 6, 2001, unless the airport operator decides to maintain and control the employment history investigation file.
 2. The airport user must provide the airport operator with either the name or title of the individual acting as custodian of the files described in this paragraph (p), the address of the location where the files are maintained, and the phone number of that location. The airport user must provide the airport operator and TSA with access to these files.

APPENDIX 4 – AIRPORT SECURITY PROGRAM**SECTION S-2****SECURITY BADGING REQUIREMENTS**

The following badging requirements are in strict accordance with TSA and St. Petersburg-Clearwater International Airport (PIE) policy and procedures.

1. Effective immediately, **ALL** individuals needing access to the airport secure areas are required to obtain approved PIE identification.
Fingerprinting must be completed and the results obtained without disqualification prior to a badge being issued. Additional applicable requirements may be imposed due to changes brought about by updated federal, state and local regulations at time of award and during construction.
2. All badge applicants must successfully complete the PIE Security Identification Display Area (SIDA) course of instruction. The class is given in English only.
3. Badge Applications must be authorized by the contractor and the project completion date must be stated on the application. Badges will only be issued for the amount of time required to effectively complete an individual identified project.
4. The Prime Contractor is responsible for retrieving all badges from subcontractor (employees) as subcontractor's portion of the contract is completed and turning in same to the project manager for deletion from the list of outstanding contractor badges. All badges from prime Contractor and all subcontractors must be turned in to project manager prior to the release of retainage and final payment.
5. Badges must be displayed on the outermost garment above the waist.
6. Badged personnel are required to participate in the "security awareness" program within the secure area. This includes challenging individuals not displaying a PIE badge within the secure area.
7. Individuals driving vehicles for the purpose of delivering and/or removing supplies and materials from the project within a secure area **are not requires to be badged as long as the individual is escorted by badged person: will be of a temporary nature as in duration of three (3) hours or less: and remain within close proximity (20 feet or Less) of the vehicle.**
8. **If unauthorized persons are cited by the TSA or PIE as having been in secure area a civil penalty may be imposed per County.**
9. For the individuals wishing to conduct business within an airport secure area on a limited daily basis, the St. Petersburg-Clearwater International Airport may elect to issue a visitor badge per established visitor badge procedures. Individuals displaying a visitor badge must still be escorted within a secure area by a badged employee.

APPENDIX 4 – AIRPORT SECURITY PROGRAM**SECTION S-3****BADGE APPLICATION PROCESS**

For Unescorted Access Privilege At
St. Petersburg-Clearwater International Airport

WARNING:

Some documents in this package (when filled out) contain sensitive security information that is controlled under 49 CFR Part 1542 (Airport Security) and Part 1520 (Protection of Sensitive Security Information). This material may not be released without written permission.

For authorization procedures you may contact the St. Petersburg-Clearwater International Airport Security office at 727-453-7816. Unauthorized release of any sensitive security information may result in civil penalty, or other action, by either the Airport Operator or the Transportation Security Administration.

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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SECTION S-4

St. Petersburg-Clearwater International Airport Operations
Department

SECURITY OFFICE INFORMATION - Hours of Operations**Hours:**

Open: Monday-Friday 8:00AM – 12:00 noon 1:00PM – 5:00PM
(Closed 12:00 noon – 1:00PM)

Closed: Weekdays from 12 noon to 1:00PM
Saturdays and Sundays Pinellas County
Holidays

Location: Terminal – Upper Level Suite 235

Telephone: 727-453-7816

Fax: 727-453-7848

Rates & Fees:

Badges	Replace (Damaged)	\$2.00
	Lost Badge	\$20.00
Fingerprints	Electronic Submission	\$41.00

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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SECTION S-5**St. Petersburg-Clearwater International Airport Operations Department ACCEPTABLE DOCUMENTS LIST**

FOR INDIVIDUAL IDENTIFICATION PURPOSES PRIOR TO OBTAINING AN AIRPORT-ISSUED SECURITY BADGE

Pursuant to 49 Code Federal Regulations (CFR) Part 1542 – Airport Security, the identity of the individual must be verified through the presentation of two forms of identification, one of which must bear the individual's photograph.

In accordance with the above Federal Regulation, St. Petersburg-Clearwater International Airport Operations will accept the following documents for identification purposes:

- Valid United States Driver's License
- Identification Card Issued by Federal, State, or Local Government Agencies United States
- Passport
- Original Birth Certificate, or certified copy, by a United States Governmental Authority School
- Identification Card – with photo
- United States Social Security Card United States
- Voter's Registration Card United States Military Card
- United States Military Dependent's Identification Card Native American
- Tribal Document
- Valid Canadian Driver's License
- United States Citizen Identification Card (INS Form I-197) United States
- Resident Citizen Card (INS form I-179)
- Certificate of United States Citizenship (INS form N-560 or N-561) Certification of
- Naturalization (INS Form N-550 or N-570)
- Foreign Passport with I-551 Stamp or attached INS Form I-94 Alien
- Registration Receipt Card (INS Form I-151 or 1551) Valid Temporary
- Resident Card (INS Form I-688A)
- Valid Employment Authorization Card (INS Form I-668A) Valid Re-Entry
- Permit (INS Form I-688A)
- Valid Re-Entry Permit (INS Form I-327)
- Valid Refugee Travel Document (INS Form I-571)

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-6SIDA & AOA CLASS SCHEDULESEFFECTIVE May 1, 2005Tuesday 3:15 P.M. Thursday 9:15 A.M.

Registration: **Employees must enroll for SIDA class prior to attending**

Employees obtaining an original badge: Upon Security Office receipt of approved FBI Fingerprint Based CHRC or certification, contact the Security office at 727-453-7816 to schedule an appointment for SIDA class. The Fingerprint and Badge Application packets must be brought to the PIE Security Office at the time of fingerprinting.

Employees renewing their badge: Schedule SIDA class up to 1 month prior to badge expiration

Attendance: **Classes begin on time.** Entry will not be granted to anyone arriving late.

ID: **For entry into SIDA Class, all attendees must present valid photo Identification.**

Class Location: Classes are held in the operation Department offices (upper level suite 235)

Issuance: Employees who satisfactorily complete a SIDA class may obtain their badge from the security office anytime during regular business hours. ***If all the paperwork is complete, the badge will be issued at the SIDA class.***

Office Hours: Monday through Friday the operation office is open from 8:00 AM to noon, closes from noon to 1:00 PM re opens at 1:00 PM until 5:00 PM. The office is closed weekends and Pinellas County designated holidays.

Office Location: Terminal - Upper Level: Suite 235

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-7

ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT
Personal Identification Application (SIDA Airport Access Badges)

*This completed application should be turned in at the time of employees' fingerprinting appointment.
NotePhotocopies of this form will not be accepted. Please request blank originals from Airport Operations at (727)453-7816.

NAME: _____
BAGE #: _____

FOR AIRPORT USE ONLY:

Activation Date: _____

Badge Number: _____
(Issued by the Airport Authority)

Expiration Date: _____

Driving Required: Y/N Customs Clearance: Y/N (Circle One)

Non-Movement and/or Movement

***Employees should complete all information in areas printed in BLUEINK.

PERSONAL INFORMATION:

Employer: _____ Position: _____

First Name: _____ MI: _____ Last Name: _____

Alias or Nicknames: _____ Social Security: _____

Home Address: _____

Home Telephone: _____

Eye Color: _____ Hair Color: _____ Date of Birth: _____

Driver License #: _____ State of Issue: _____

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-7

ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT

Personal Identification Application (SIDA Airport Access Badges)

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NotePhotocopies of this form will not be accepted. Please request blank originals from Airport Operations at (727) 453-7816.

EMERGENCY INFORMATION:

Supervisor: _____ Telephone #: _____

Emergency Contact Name: _____

Relationship: _____

Emergency Address: _____

Emergency Telephone: _____

FOR AIRPORT USE ONLY: (FINGERPRINT RECORD)

Date Fingerprints Captured: _____ Electronic Inked

Date Fingerprint Results Received: _____

ACCESS REQUIREMENTS (TO BE COMPLETED BY EMPLOYER/AIRPORT APPROVED)

Universal: COUNTY/AIRPORT/LAW ENFORCEMENT/FAA & TSA ONLY

___ Passenger Service: Access Gate 8 and Baggage Area

___ Ramp Personnel: Access Gates 1 & 8, Vehicle Gates L, P, and Q and Baggage Area

___ Ramp Driving – Runway/Taxiway Driving (Select those that apply)

___ TSA Security Checkpoint: Security personnel who require access into screening checkpoints 1 & 2

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-7

ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT

Personal Identification Application (SIDA Airport Access Badges)

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___ **Restaurant & Lounge Personnel:** Access through catering/loading dock double doors on second floor behind restaurant, Access Gate 8, and Vehicle Gates L and Q

___ **Sky Cap Personnel:** Access through Passenger Gate 7 to service passengers in Customs and return rental carts. Offices 100, 101, 104, 105 and Baggage Area. (Requires Customs Approval Form 3078)

___ **FIS Personnel:** Customs and other Federal Inspection Personnel requiring access through both Passenger Gate 7 and into the Customs Office. (Requires Customs Approval)

___ **Ticket Counter Offices:** 100 101 102 103 104 105 (Circle those which apply)

___ **Other:** Explain any additional access requirements _____

Employer Approval: _____ Date: _____

Airport Verified: _____ Date: _____

FOR AIRPORT USE ONLY: (TRAINING RECORD):

FAR 1542 Training Date/Trainer Initials: _____

AOA Driver Training Date/Trainer Initials: _____
Non-Movement Δ and/or Movement Δ (Check those which apply)

Recurrent Training Completed: _____ Badge Renewed: _____

Keypad Number (PIN CODE):

COMMENTS:

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-8

BADGE CLASS DATA FORM

ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT

Employee Name _____ Badge Number _____

Company _____ Driving Required

Birth Date _____ MOVE NON NO

Address _____

Telephone Number (____) _____

Driver License Number _____ State _____

I, (print name) _____ hereby acknowledge that I have read and comprehend all rules and regulations pertaining to unescorted access at the St. Petersburg – Clearwater International Airport, and understand that my Airport-issued identification badge may be revoked for violation of rules and regulations that are outlined in the St. Petersburg – Clearwater International Airport "Training Curriculum for Airport Issued Unescorted Access to the Air Operations Area".

Employee's Signature Date

I, (print name) _____ hereby acknowledge that I have read and comprehend all rules and regulations contained in the St. Petersburg – Clearwater International Airport Drivers Training Manual and understand that my driving privileges may be revoked for violation of rules and regulations pertaining to the operation of a motor vehicle on the St. Petersburg – Clearwater International Airport.

Employee's Signature Date

Revised 3/4/2020

APPENDIX 4 – AIRPORT SECURITY PROGRAM**SECTION S-9****FINGERPRINT APPLICATION FOR OBTAINING UNESCORTED ACCESS AT
THE ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT**

The following is a list of crimes that will disqualify an individual from obtaining unescorted access if he/she has been convicted or found Not Guilty by Reason of Insanity in the past ten (10) years.

- (i) Forgery of certificates, false marking of aircraft, and other aircraft registration violations
- (ii) Interference with air navigation
- (iii) Improper transportation of a hazardous material
- (iv) Aircraft piracy
- (v) Interference with flight crew members or flight attendants
- (vi) Commission of certain crimes aboard aircraft in flight
- (vii) Carrying a weapon or explosive aboard aircraft
- (viii) Conveying false information and threats
- (ix) Aircraft piracy outside the special aircraft jurisdiction of the United States
- (x) Lighting violations involving transporting controlled substances
- (xi) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements
- (xii) Destruction of an aircraft or aircraft facility
- (xiii) Murder
- (xiv) Assault with intent to murder
- (xv) Espionage
- (xvi) Sedition (Conduct or language inciting rebellion against the authority of a State)
- (xvii) Kidnapping or hostage taking

APPENDIX 4 – AIRPORT SECURITY PROGRAM
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SECTION S-9**Fingerprint Application****Page 2**

- (xviii) Treason
- (xix) Rape or aggravated sexual abuse
- (xx) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
- (xxi) Extortion
- (xxii) Armed or felony unarmed robbery
- (xxiii) Distribution of, or intent to distribute, a controlled substance
- (xxiv) Felony arson
- (xxv) A felony involving a threat
- (xxvi) A felony involving –
 - (I) Willful destruction of property
 - (II) Importation or manufacture of a controlled substance
 - (III) Burglary
 - (IV) Theft
 - (V) Dishonesty, fraud, or misrepresentation
 - (VI) Possession or distribution of stolen property
 - (VII) Aggravated assault
 - (VIII) Bribery; and
 - (IX) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year, or any other crime classified as a felony that the Administrator determines indicates a propensity for lacing contraband aboard an aircraft in return for money; or
- (xxvii) Conspiracy or attempt to commit any of the acts referred to in clauses (i) through (xxvi).

****An arrest, with no conviction, is not disqualifying under the law.**

APPENDIX 4 – AIRPORT SECURITY PROGRAM

SECTION S-9

Fingerprint Application
Page 3

I _____ have read the above list of crimes and I attest that I have not been convicted (or found “Not Guilty By Reason of Insanity”) of any of these crimes in the past ten (10) years. I also understand that under Federal Regulations 49 CFR 1542.209 & 49 CFR 1540.103 I am under a continuing obligation to disclose to the Airport within 24 hours if I am convicted of any disqualifying criminal offense that occurs while I have unescorted access authority.

The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

Sign

Date

FOR AIRPORT USE ONLY

Identity of fingerprint applicant verified by two (2) forms of identification:

Government Issued ID (ex: driver license): _____

2nd Form of Identification: _____

INITIALS: _____ DATE: _____

APPENDIX 4 – AIRPORT SECURITY PROGRAM**FAA GENERAL PROVISIONS**

The FAA General Provisions for **the St. Petersburg Clearwater International Airport** are found at the following Website:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10

These specifications along with Detailed Scope of Work will be discussed for individual JOC projects, if any at the St. Petersburg Clearwater International Airport.