

FIRST AMENDMENT
ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT ("Assignment") is made and entered into as of March 25, 2022 (the "Effective Date"), by and between ISS Facility Services, Inc., ("Assignor"), Pinellas County, a political subdivision of the State of Florida and JanCo FS 2, LLC, ("Assignee"), (individually referred to as "Party", collectively "Parties").

RECITALS:

WHEREAS, Pinellas County, a political subdivision of the State of Florida and the Assignor entered into an agreement on July 23, 2019, pursuant to Pinellas County Contract No. 189-0265-B (hereinafter "Agreement") pursuant to which the Assignor agreed to provide Bridge Tending Services for County;

WHEREAS, Section sixteen (16) of the Agreement permits assignment;

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the Assignor wishes to assign to Assignee the Agreement, and Assignee wishes to Assume from Assignor, all of Assignor's rights and obligations in and to the Agreement and all the terms set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption.

(a) Assignor hereby grants, conveys, transfers and assigns to Assignee, effective as of the Effective Date, all of Assignor's rights and obligations, including all prices, terms, and conditions of the Agreement.

(b) Assignee hereby (i) accepts this Assignment, (ii) assumes, as of the Effective Date, all obligations and liabilities of Assignor with respect to Assignor's rights and obligations, (iii) agrees that Assignee shall be responsible for, and shall perform, all of those obligations imposed on the Contractor under the Agreement, (iiii) agrees the Agreement is without modification and all provisions and conditions of the Agreement (attached as Exhibit A) and any amendments thereto shall remain unchanged and in full force and effect, and (iiiii) Assignee will be entitled to all monies remaining to be paid under the Agreement.

(c) Assignor hereby agrees to indemnify, defend, and hold harmless Assignee against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable

attorneys' fees, arising out of and relating to Assignor's obligations as Contractor under the Agreement. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, arising out of and relating to Assignee's obligations as successor Contractor under the Agreement.

2. Miscellaneous.

(a) This Assignment shall be construed and enforced in accordance with the substantive laws of the State of Florida without regard to any choice of laws or conflicts of laws principles thereof.

(b) Whenever in this Assignment either of the parties hereto is referred to, such reference shall be deemed to include the heirs, executors, personal representatives, successors and assigns of such party, and all grants, covenants, promises, agreements, terms, representations, warranties, provisions and conditions which are contained in this Assignment shall bind and insure to the benefit of the respective heirs, executors, personal representatives, successors and assigns of the applicable parties hereto.

Each Party to this Assignment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Assignment; (ii) each person executing this Assignment on behalf of the Party is authorized to do so; (iii) this Assignment constitutes a valid and legally binding obligation of the Parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first written above.

CONTRACTOR: ISS Facility Services, Inc.

Jason Pitcock
Authorized Signature

Jason Pitcock
Printed Authorized Signature

Vice President
Title Authorized Signature

CONTRACTOR: JanCo FS 2, LLC

John Maynard
Authorized Signature

John Maynard
Printed Authorized Signature

Chief Financial Officer
Title Authorized Signature

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

Pursuant to section 16 of the Agreement, the undersigned, Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," hereby consents to the foregoing Assignment and Assumption of the Agreement by and between ISS Facility Services, Inc., FL and Argenbright Holdings V, LLC, GA, as of the date hereof.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry Burton

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 23RD day of July, 2019 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and ISS Facility Services, Inc., Jacksonville, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested invitation to bids pursuant to 189-0265-B ("BID") for Bridge Tending services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Section Manager, Roadway Maintenance.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date;

and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,604,247.60, for Services completed and accepted as provided in Section 15 herein if applicable, payable

the rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Rates in Exhibit C held firm for the first thirty-six (36) months of the contract. One (1) price adjustment will be allowed for the remaining twenty-four (24) months in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the thirty-six (36) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's request for adjustment shall be submitted prior to the thirty-seventh (37) month from contract award. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without pricing adjustment. Any adjustment request received after the thirty-seventh (37) month from contract award shall not be considered.

C. Travel Expenses. (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process 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.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Section Manager of Roadway Maintenance, Transportation Division, Public Works Department or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to [Bidder] ISS Facility Services, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Lisa Tatro
Contract Services Specialist, Sr.,
Public Works Department
22211 US 19 N.,
Clearwater, FL 33765

For Contractor: ISS Facility Services, Inc.

Attn: Rene Bartlett
728 Blanche Street, Suite 114
Jacksonville, FL 32204

with a copy to:

Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor 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 of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

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

ISS Facility Services, Inc.

Name of Firm

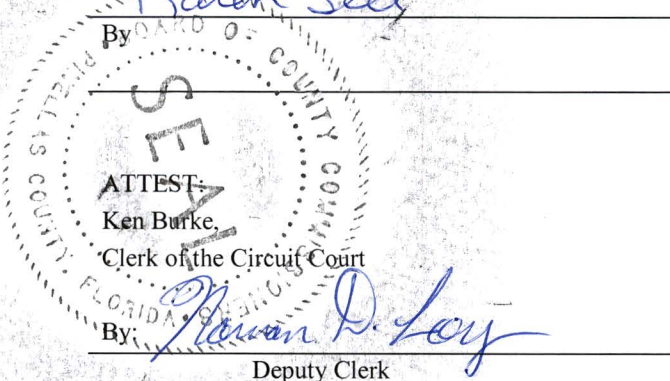
By: Jason Pitcock

Signature
Jason Pitcock

Print Name
Vice President

Title

Karen Seel
By: _____



APPROVED AS TO FORM

Jacina Haston

JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

STATEMENT OF WORK

Contractor will provide 24-hour Bridge Tending services for two (2) drawbridges:

- Dunedin Causeway Bridge
- Park Boulevard Bridge

Services are further described in these specifications and all appendices (Attachment A).

A. **CONTRACTOR REQUIREMENTS:**

- 1) Contractor shall conform to the duties and responsibilities of bridge tenders as outlined in the County's Bridge Tending Manual (Attachment A).
- 2) Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to perform the services as outlined in these specifications. Contractor may provide personal items such as television and radio.
- 3) Contractor shall maintain a clean and safe work site and furnish all supplies required for routine housekeeping, which include but is not limited to: light bulbs, toilet paper, towels, cleaning solutions, first aid kits, etc., for each bridge house and auxiliary engine room. At a minimum, a thirty (30) day supply of these items shall be kept on hand.
- 4) Contractor shall secure all permits necessary to conduct the work in accordance with the required local and state regulations and will notify all applicable utilities or parties affected by the Contractor's operations.
- 5) Personnel
 - a) Contractor shall provide qualified personnel to perform the bridge tending services on a continuous 24-hour day basis. Contractor's employees shall wear a photo ID Badge while on duty.
 - b) Contractor shall abide by the signed statement provided as Attachment B.
 - c) Bridge Tender Supervisor - Contractor shall provide a responsible Bridge Tender Supervisor with a local exchange telephone number. Bridge Tender Supervisor shall be qualified to operate the bridge and possess applicable years of bridge tending experience. Bridge Tender Supervisor shall be responsible for supervising, training, scheduling and coordinating all services with the County Representative, or designee. The Contractor shall keep the County Representative advised at all times as to the identification and means of contacting Bridge Tender Supervisor on a 24-hour per day basis. Bridge Tender Supervisor shall not function as a Bridge Tender, except in an emergency. Bridge Tender Supervisor shall perform the following functions:
 - (i) Visit each bridge at a minimum of once per week.
 - (ii) Schedule Bridge Tender's work hours. Routine work schedules shall not exceed ten (10) hour shifts. In emergencies, a Bridge Tender may be allowed to work sixteen (16) hour shifts not to exceed sixty-four (64) hours in one week.

EXHIBIT A

STATEMENT OF WORK

- (iii) Ensure Bridge Tenders work according to the schedule furnished to the County Representative. This shall include ensuring each Bridge Tender is trained to operate the bridge they are assigned.
 - (iv) Ensure compliance with the County's Bridge Tender Manual September 2018 (Attachment A), and be knowledgeable of operating procedures and U.S. Coast Guard Regulations. If deficiencies are identified, the supervisor will initiate training.
 - (v) Ensure Bridge Tenders are kept current with County, State and Federal rules, procedures, manuals and regulation changes.
 - (vi) Ensure each bridge has a telephone call list containing the contacts in the County's Public Works Department, municipal enforcement and fire agencies and U.S. Coast Guard.
- 6) Qualifications - The Contractor shall furnish the County Representative a signed statement with verification from a qualified technician that Bridge Tenders are qualified and meet the minimum physical and competency skills described below. Documentation shall be provided no later than 30-days prior to start or a time mutually agreed upon.
- a) Physical Requirements
 - (i) Corrected vision 20/40 or better.
 - (ii) Able to distinguish red, amber and green colors;
 - (iii) Able to hear frequencies from 500 to 6,000 Hertz +15 dB and the overall hearing sensitivity to be able to resolve no less than -50 dB in a normal situation. A voice communication test may be used for screening. A hearing test shall be required when the screening test is failed.
 - (iv) Drug free (in accordance with Florida Statutes Section 112.0455);
 - (v) Be at least 18 years old;
 - (vi) Able to climb bridge stairs and ladders (on-site test);
 - (vii) Capable of hand cranking bridge gate;
 - (viii) Capable of carrying and placing traffic control barricades (approximately 30 pounds);
 - (ix) Able to walk from designated parking area to tender facility
 - b) Competency (Skills, Education, Abilities and other Requirements)
 - (i) Have a local telephone for emergency contact;
 - (ii) Able to read and write in English and comprehend Pinellas County and U.S. Coast Guard manuals, rules, regulations and procedures (classroom and on-site testing);
 - (iii) Able to keep logs and records in accordance with County procedures in correct, legible English;
 - (iv) Able to effectively communicate in English on the Very High Frequency (VHF) marine radio;
 - (v) Able to follow instructions;
 - (vi) Able to perform minor maintenance on structures (on-site test);

EXHIBIT A

STATEMENT OF WORK

(vii) Bridge Tender working on more than one bridge must be trained on each structure prior to assignment. Training is valid for 24-months for a specific bridge.

c) Bridge Tender Supervisor Requirements

- (i) Meet the physical requirements for employment as a Bridge Tender;
- (ii) Meet the Competency (skills, education and abilities) for Bridge Tenders;
- (iii) Have at least five (5) years of experience in bridge tending;

- 7) Training & Testing - The Bridge Tending Supervisor will conduct all Bridge Tender training. The Contractor shall coordinate the training with the County Representative to ensure all training is completed prior to commencing the contract. The Contractor shall be responsible for all compensation for his/her employees at all times including during the training period. Training will be conducted Monday – Thursday during ten (10) hour shifts. No training will take place on Friday, Saturday, Sunday or Holidays. Not more than two (2) persons, in addition to the Bridge Tender, may be in the bridge house at any given time for the purpose of training. Testing will be conducted in two parts; written and mechanical.

The Contractor shall provide the County Representative verification of passing test results conducted by the Contractor on each bridge tender. The County Representative may attend classroom training, testing, review test results, and attend on-site operational and mechanical tests.

- a) Existing Bridge Tenders hired to work under this contract shall meet all requirements of B. Contractor Requirements, 6. Personnel and 7. Qualifications and complete the continuing education requirements of 9. Continuing Education. Previous FDOT certification shall be provided to the County Representative and will be accepted upon successfully completing the operational test.

- b) First Time Bridge Tending Applicants (including Bridge Tending Supervisor) must meet all requirements of B. Contractor Requirements, 6. Personnel and 7. Qualifications and successfully complete the following training and testing:

- (i) Attend one (1) full day (8 hours) of classroom instruction provided by the Contractor prior to start and repeated instruction at least once per year thereafter. Upon completion of classroom training, the candidate will be given a written test on the classroom work. The Contractor shall furnish the County Representative the successful candidate test results. Those failing the test will not be allowed to work on any Pinellas County bridge; however, they may take the course again to obtain a passing score at the Contractor's and County's discretion. A passing score will allow the applicant to be employed for bridge tending services.

- (ii) Training shall consist of and meet the following requirements:

- Requirements of County Bridge Tending Manual
- Administrative Requirements
- Forms and Logs
- U.S. Coast Guard Regulations
- Operating Procedures

EXHIBIT A

STATEMENT OF WORK

(iii) Attend standard training consisting of a minimum of three (3) full days (8 hours) of supervised structured training at the bridge site the applicant will to operate. One (1) day eight (8) hours of training must be during a night shift. Training shall consist of the following:

- Routine Operating Procedures
- Bridge Logs and Records
- Emergency Operating Procedures
- Minor maintenance, which includes:
 - Bridge Tender's House
 - Bridge Components
 - Safety Equipment
 - Restrooms
 - Traffic Gates
- Operating of VHF Marine Radio
- Coast Guard Regulation

(iv) Pass supervised operational test on the bridge site that applicant is to operate. The Contractor shall notify the County Representative, in writing, of the bridge tender's successful completion of the operational test.

c) Inactive Bridge Tenders

- (i) Former Contractor Bridge Tenders that have been inactive for more than three months, but less than twelve months, will be required to take eight (8) hours of on-the-job training and pass the operational exams.
- (ii) Bridge Tenders inactive more than twelve (12) months will be considered first time candidates, and meet all requirements of Paragraph 7.

d) Bridge Tender Supervisor shall meet all training and testing requirement pertaining to all bridges under this contract.

8) Continuing Education

- a) Each Bridge Tender shall attend and receive one (1) full (8 hour) day of continuing education on bridge tending every 12-months. The Contractor shall furnish the County Representative a copy of the course outline and curriculum to be administered by the Contractor. Failure to pass the test will require retraining and testing.
- b) The County Representative may, at any time, require and conduct an operational test on any bridge tender without notice, for the purposes of quality control or due to incidents that may occur periodically resulting in the need for remedial action. Results of testing or a description of an incident will be provided to the Contractor with possible requirements for additional training, or other actions, as needed. The Contractor shall respond with verification that those requirements have been met to the County Representative in a timely manner. E-mail messaging is sufficient in these matters.

EXHIBIT A

STATEMENT OF WORK

- 9) Bridge Tending Operations & Inspections
- a) The Bridge Tender Supervisor or designated alternate with authority to respond to emergencies shall be available at all times. Current, functional local telephone numbers for the supervisor and all designated alternates must be posted in each bridge tender's house.
 - b) During repairs to a movable bridge drive train, control system, electrical or mechanical system, repair personnel familiar with bridge operations and functions may operate the bridge as approved by the County.
 - c) In emergencies, the County may temporarily operate or authorize the bridge to be operated with personnel determined to be adequately trained, but not tested. This exception will be in effect only until the operators can be trained or tested in accordance with this Scope of Services.
 - d) The County Representative **must** be notified of the reason for any necessity for utilizing the by-pass PRIOR to any seal being broken; (i.e., the bridge being stuck in the open or closed position). Bridge Tending Supervisor shall contact the local maintenance office during normal working hours. After normal working hours, the Bridge Tending Supervisor shall contact the Public Works Department at (727) 464-8900 and any other additional "emergency 24-hour phone numbers" posted at each given bridge site.
 - (i) After sunset, bridge tenders shall be constantly alert to see that all lights are burning and replace burned out bulbs immediately if possible. This applies particularly to water and highway warning lights and to all navigation lights.
 - (ii) Each bridge tender on duty during hours of darkness shall check the lights at the beginning of the shift or as soon as it becomes dark. A record of the results of this inspection shall be entered in the regular bridge log.
 - (iii) If lighting failure is caused by faulty wiring or for other reasons such that Bridge Tender cannot repair immediately, they should substitute battery-operated lights and inform their supervisor of the failure within minutes of discovering the failure.
 - (iv) The Bridge tender shall clean the lenses of all lights to keep them functioning at a minimum of twice a month.
 - (v) Battery-operated lights shall be kept in readiness at all times and must be placed in their proper place when electrical power fails
 - e) Inspections - Weekly inspection of all shifts shall be conducted by the Bridge Tender Supervisor using the "Inspection Form" as provided by the County to ensure continued compliance with these specifications. The County may make an inspection at any time any shift, using the Daily Checklist. The Contractor shall immediately resolve any and all discrepancies noted on the Daily Checklist.
 - f) Every Monday, bridge tenders shall inspect and operate auxiliary and/or standby equipment in their proper place when electrical power fails.
 - (i) Check oil and water, and notify County when levels become low, or if fluids appear contaminated.

EXHIBIT A

STATEMENT OF WORK

- (ii) Allow motor to run at operating speed a minimum of sixty (60) minutes before stopping. Our standby motor generator sets have automatic governors; therefore, it will not be possible to perform this operation except by automatic means.
- (iii) During the motor's operating period determine whether there are oil or water leaks, or any other deficiencies existing.
- (iv) Report deficiencies to the bridge tender supervisor and County Representative within minutes of discovery.
- (v) The bridge mechanisms shall be operated during one opening each week with power from the standby generator, to assure that emergency power openings can be made efficiently. This emergency power bridge opening should be made at the time of a regular standby generator exercise. Record the results of this opening in the auxiliary power unit weekly checklist and report any deficiency to the supervisor immediately.
- (vi) Fuel Level: bridge tenders shall check to insure that the fuel tank is always above ½ full at all times and shall request fuel as needed from the County Representative. Request time is to be noted in the auxiliary power weekly checklist.
- (vii) An Auxiliary Power Unit Weekly Checklist is to be kept in the Tender House. This inspection is to be performed every Monday at 11:00 A.M., or as close as possible, by the bridge tender on duty. This checklist will be turned in each month with bridge logs.
- (viii) During the monthly operation of the bridge using standby auxiliary equipment, County personnel will be present and check the following, noting conditions on the weekly check in space provided:
 - Did engine respond to load?
 - Electrical system check
 - Mechanical system
 - Remarks
- g) Each Auxiliary Power Unit Weekly Checklist (Exhibit A) contains five (5) individual checklists to cover all possible Mondays in a month. The Bridge Tender is to fill out one for each Monday check and forward this form with the Bridge logs at the end of each month.

B. COUNTY REQUIREMENTS:

- 1) The County shall furnish the Contractor with an initial set of forms required for use under this Contract. The replenishing of subsequent Forms shall be the responsibility of the Contractor.
- 2) The County shall pay for electric, water, sanitary and telephone charges for the bridge tender houses.
- 3) Long distance telephone calls are authorized only when necessary in conjunction with County business. Unauthorized long distance calls are not allowed. The Contractor's employees shall keep a log of all long distance calls stating the reason for the call. The log shall be kept on a form approved by the County listing the name and number called, time and date and reason, etc.
- 4) The County shall also provide: functional work furniture (desk, chair), small refrigerator, water heater, heat and air conditioning, necessary communication equipment, orange safety cones and safety vests, and regular pest control. The County shall be responsible for repair and routine maintenance of County owned equipment and facilities.

EXHIBIT A

STATEMENT OF WORK

- 5) It shall be the responsibility of the County Representative to provide the Contractor with proper operating instructions for each individual auxiliary power unit they are required to operate.

C. PERFORMANCE:

- 1) Timely performance by the Contractor is of the essence. In the event that Public Works finds that the Contractor has failed to perform any part of the services for which they are responsible, then Public Works shall take the following action:
 - a) On the first day of non-compliance, the Bridge Tending Supervisor and Bridge Tender on duty shall be notified with a copy of the inspection report denoting the non-compliance and advised to comply with the terms of the contract and notify Public Works of said corrective action within 24-hours. The Bridge Tender on duty shall be required to sign the inspection report to verify that they have been notified of the non-compliance. Public Works will attempt to telephone the Contractor's office, but it shall be the Bridge Tending Supervisor responsibility to notify their employee of the non-compliance.
 - b) After 24-hours has elapsed, the County's Representative will conduct another inspection with the Bridge Tending Supervisor and bridge tender on duty to verify compliance. Failure to rectify non-compliance may be considered material breach of contract and cause for immediate termination, at the sole discretion of Public Works.
 - c) It is recognized that the following list of infractions will be construed by Public Works as non-compliance and may, at the option of the County, be cause for immediate termination, at the sole discretion of the County:
 - (i) Unauthorized persons in the control house.
 - (ii) The use of alcoholic beverages or illegal substances while on duty.
 - (iii) Reporting to the work-site under the influence of alcohol or illegal substances, or legally prescribed medication that could affect performance.
 - (iv) No bridge tender on duty.
 - (v) Sleeping during shift.
 - (vi) Failure to maintain Contractor's records.
 - (vii) A bridge tender that has worked more than 16 hours straight without an 8-hour break before starting another shift.
 - d) It shall be the Contractor's responsibility to notify the County Representative when compliance has been attained.
 - e) If the County is required at any time to intervene to keep the drawbridge operational and functional, resulting from any item in Paragraph C. above, then any and all costs for labor and supplies incurred by the County shall be charged to the Contractor. The charge shall be deducted from the next available invoice(s).
 - f) Complaints: The Contractor shall respond within one working day of an incident, in writing, to the Manager of the Roadway Maintenance Section of PW, answering any complaints filed by the public, the Coast Guard, or the County concerning conduct of employees and/or operation of the bridge. Failure to respond may be considered material breach of contract and cause for immediate termination, at the sole discretion of the County.

EXHIBIT A

STATEMENT OF WORK

D. **COUNTY REPRESENTATIVE:**

All work will be coordinated with the following County Representative or designee:

David Deranzio
Roadway Maintenance
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765
Phone: (727) 464-8900

EXHIBIT B

INSURANCE REQUIREMENTS

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) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- b) 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.
- c) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days 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 certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. 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.
- d) 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- e) 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.*
- (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.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the 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.

EXHIBIT B

INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance Including United States Longshore and Harbor Workers (USL&H)

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

(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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EXHIBIT B

INSURANCE REQUIREMENTS

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

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

EXHIBIT C

PAYMENT SCHEDULE

Bridge Tending Services	Quantity	UOM	Cost Per Month	Total Sixty Month Cost
Dunedin Causeway Bridge Bridge Number 150068	60	Month	\$ 13,368.73	\$ 802,123.80
Park Boulevard Bridge Bridge Number 154355	60	Month	\$ 13,368.73	\$ 802,123.80
			TOTAL	\$ 1,604,247.60

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

Each invoice shall include, at a minimum, the 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.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

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 defined 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) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- 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.

Refer to Attachment A-Bridge Tender Manual and Training Guide (Rev September 2018 lmt)

Refer to Attachment B-Supervisor/Tender Compliant Hiring Practices-April 29, 2019 from ISS Facility Services, Inc.



Bid No.: 189-0265-B(RO)
Bid Title: Bridge Tending Services

ATTACHMENT A

BRIDGE TENDERS MANUAL AND TRAINING GUIDE

(rev. September 2018 lmt)

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A. FORWARD

1. This Manual has been prepared by Pinellas County to describe the duties and responsibilities of bridge tenders. Those bridge tenders who are hired under contract need to contact the designated person they are working for when referred by the manual to the Bridge Supervisor he shall in turn contact the Contract Manager or the County Representative.
2. The procedures for bridge operation are intended to lessen the likelihood of damage to persons or property.

B. PURPOSE

To serve as a guide to assist the bridge tenders in understanding their duties and responsibilities in the proper and safe operation of drawbridges.

C. A NOTE TO THE BRIDGE TENDER

1. Pinellas County has entrusted to your care thousands of lives and a valuable piece of machinery, the proper operation and care of which is of primary importance to the people using the highways and waterways of Florida. It is your duty to conduct all operations of the bridge in accordance with the regulations of the United States Coast Guard, the State of Florida Statutes, and with Pinellas County policies and procedures; to adhere to the policies and instructions as given in this Manual, which may be supplemented by additional instructions from your supervisor; to take such actions as will be required to maintain safe bridge operation; to maintain cleanliness on the bridge and in the bridge tender house; and to call local police when necessary to maintain order on or near the bridge.
2. You are to be courteous and responsive at all times. Under no circumstances are you to participate in arguments with marine traffic operators or users of the bridge.
3. You are required and directed to familiarize yourself with the contents of this Manual and any special regulation pertaining to the bridge or bridges which you operate. You are responsible for operating the bridge in strict compliance with this Manual, and any other special instructions that you might receive from your supervisor.
4. You or another competent bridge tender shall be on duty at all times for the purpose of operating the drawbridge.

D. BRIDGE TENDER REQUIREMENTS

1. RESPONSIBILITY

- a. Unauthorized persons shall not be permitted in the control house at any time. Fire hazard inspection authorities, properly identified, may enter the bridge tender house at any time to perform their duties. He may, in writing, permit others. No County personnel may enter the bridge tender house unless he presents proper identification. A person's presence in the bridge tender house can be justified only if it is required for County or contracted functions.
- b. The bridge tender shall not permit any person to operate the bridge except: persons authorized by the Bridge Supervisor; assigned and properly trained bridge tenders; or persons in training to become a bridge tender. Such trainees should never be left alone to operate the bridge.
- c. All bridge tenders must remain on duty until relieved, **in the tower**, by a qualified bridge tender, unless other specific instructions have been issued by their supervisor. Personal safety is of paramount importance to the County. The bridge tender must employ his own judgment in considering whether or not to abandon the bridge tender house when he feels his personal safety is in jeopardy. Careful consideration and good judgment is required since abandonment of a bridge tender house is a serious matter to the County and to the Coast Guard. The bridge tender may be called upon to justify his abandonment and discipline by Pinellas County and prosecution by the State and Federal Governments may follow.
- d. The bridge tender will maintain a current record, or log, on forms approved by the Pinellas County, of the following:

- 1) Boat passage, bridge openings and incidental items.
 - 2) The results of required inspections.
 - 3) Malfunction of any equipment or bridge mechanism.
 - 4) Any unusual happenings that might be of interest to the County.
 - 5) Accidents (even if there is no apparent damage to bridge).
 - 6) All emergency telephone calls.
 - 7) All individuals entering non-public areas of the bridge.
 - 8) Affirmation that navigational lights work.
 - 9) Unnecessary openings.
 - 10) Weekly emergency generator checklist.
 - 11) EQUIPMENT CHECKLIST form shall be turned in every week.
- e. The bridge tender shall report immediately any failure, disorder or breakage which will, in any way, affect the efficient operation of the bridge, its fender system, safety devices or other appurtenances, to the Bridge Supervisor. The bridge tender's report should, whenever possible, include full information as to what repairs or replacements can be made without delay.
- f. **The bridge tender shall not sleep while on duty.** Any bridge tender who does not remain alert and watchful at all times, is subject to disciplinary action by Pinellas County and prosecution by the State and the Federal Governments. Contracted bridge tenders shall be subject to the terms of the current contract.
- g. The bridge tender shall not engage in private business while on duty or on County property.
- h. The bridge tender shall not have unnecessary conversations with boaters.
- i. All telephone calls will be limited to official business and/or emergencies.
- j. The bridge tender is not permitted to have any appliances or furniture placed in the bridge tender house without prior approval from the Bridge Tender Supervisor or County Representative.
- k. No one is permitted to fish or loiter from the bridge fender system or draw span or in any way hinder the operation of the drawbridge. The bridge tender should use reasonable control, efforts and prudence to discourage fishing or loitering from the bridge fender system or draw span. The bridge tender shall contact local police for assistance when reasonable control efforts fail.
- l. Boats shall not be permitted to be tied or moored to the bridge fender system or the bascule piers. Small craft may be allowed to anchor or moor to the bridge if they place themselves at least one span from the bridge fender system and/or the bascule piers. The bridge tender shall contact local police for assistance when reasonable control efforts fail.
- m. At dusk, the bridge tender shall check each day to ascertain that ALL navigation lights are working and shall affirm this by making a note in the DAILY BRIDGE LOG (form Appendix B-11). Any malfunctioning lights shall be replaced according to this manual and logged. If unable to replace the bulbs or lights are still malfunctioning, they shall be reported immediately to the Bridge Supervisor.
- n. **The bridge tender shall not fish during official duty hours.** Fishing equipment shall not be stored in the tender house.
- o. The bridge tender shall not operate the structure for anyone other than authorized County officials without prior approval from the Bridge Supervisor.
- p. No pets are allowed in the bridge tender house.

2. CONDUCT

- a. All bridge tenders are required to conduct themselves so as not to discredit themselves or Pinellas County while on duty. Any bridge tender who acts in an improper manner shall be subject to disciplinary action and/or dismissal by Pinellas County.
- b. No alcoholic beverages or illegal drugs may be brought into the bridge tender house. The bridge tender shall not report to work under the influence of alcohol or illegal drugs and shall not consume alcohol or use illegal drugs while on duty. Bridge tenders that fail to comply shall be subject to disciplinary action and/or dismissal by Pinellas County.
- c. The bridge tender shall wear appropriate dress for this position. Specific uniform dress may be directed by Pinellas County.

3. SANITATION, ORDER AND CLEANLINESS

- a. The bridge tender house shall be kept in a state of order and cleanliness at all items. The bridge tender is responsible for the following:
 - 1) All floors of the bridge tender house shall be swept and mopped every morning between the hours of 6:30 a.m. and 7:30 a.m. and more frequently if necessary.
 - 2) All windows shall be washed when dirty or in any event not less than once each Monday between 12 pm and 8 am, to insure clear visibility to the waterway and roadway. Special care should be taken with tinted windows to avoid scratches. No abrasive cleaners or rags shall be used and only water shall be used.
 - 3) Cleaning of the bathroom and check and clean the air conditioners filter each day between 4 pm and 12 pm.
 - 4) The control console is to be kept clean and in order at **all** times. No papers will be stored inside or on the control console.
 - 5) No papers or other fire hazards are to be stored in the bridge tender house, except those papers and forms used to report bridge operation.
 - 6) Walkways and sidewalks are to be checked and cleared of debris and trash each shift.

4. ACCIDENT REPORTS

- a. Vessel Accident Report - Immediately after an accident occurs and you have contacted the marine patrol, the bridge tender shall call his supervisor and report the accident and its apparent seriousness. As soon as possible thereafter, the bridge tender shall submit an ACCIDENT (Property Damage) REPORT FORM (Appendix B-6) to his supervisor.
- b. Vehicular Accident Report - Immediately after an accident occurs and you have called 911 and the County, the bridge tender shall call his supervisor and report the accident and its apparent seriousness. As soon as possible thereafter, the bridge tender shall submit an ACCIDENT (Property Damage) REPORT FORM to his supervisor and the County.

In both cases, the Bridge Supervisor shall provide the accident report to the County Representative for further handling within 24 hours of the incident.

- c. The bridge tender shall not discuss with anyone other than officials of the County or law enforcement officers the details of any vessel or vehicular accident.

5. EMERGENCIES

- a. If for any reason the bridge cannot be safely operated, the bridge tender shall immediately call his supervisor. Emergencies warranting such a call include, but are not limited to, power failure and structural damage to the bridge.
- b. When the bridge tender is informed by a reliable source that an emergency vehicle is due to cross the draw, the bridge tender shall take all reasonable measures to have the draw closed at the time the emergency vehicle arrives at the bridge.
- c. A law enforcement officer may not order a bridge opened or closed unless one of the following circumstances exist: an emergency vehicle is approaching; public safety will be served; a major disaster has occurred or is occurring; a Civil Defense emergency exists.
- d. Bridge tenders shall not comply with any request to raise the bridge they are operating for the purpose of forming a roadblock. Any requests shall be referred to the bridge supervisor.

6. ENCROACHMENT

The bridge tender shall promptly report to his supervisor any trespass on the Pinellas County right of way within the vicinity of the bridge for violations such as: erection of buildings, cutting timber, removing sand or other materials, digging ditches, using the banks of the waterway as loading points where the use is clearly of a commercial nature.

7. HIGHWAY TRAFFIC

- a. The bridge tender shall not permit vehicles of any description, including bicycles, to park on the bridge approaches between the end of the spans and the safety gates at any time.
- b. The bridge tender shall report illegal or questionable vehicles, which might cause damage to the bridge, to his supervisor as soon as possible.

8. SAFETY

- a. The bridge tender is expected to conduct himself in a manner that is safe for himself, others and property.
- b. Any water standing around electrical switchgear will be mopped dry and a rubber floor mat put in place before electrical gear is operated.
- c. First aid kits are for emergency use only and shall be refilled after use.

E. JURISDICTION

1. Primary jurisdiction to regulate drawbridges over the navigable waters of the United States is vested in the United States Coast Guard. The regulations are presented in the Code of Federal Regulations, Title 33 -Navigation and Navigable Waters, hereinafter referred to as CFR 33. Such bridges owned and operated by Pinellas County have been constructed and are maintained and operated by permit from the United States Coast Guard. All rules for Pinellas County to operate the bridge shall be issued by the County.
2. If any person knowingly fails to comply with any regulation or rule issued or order given under the provisions of CFR 33, or knowingly obstructs or interferes with the exercise of any power conferred by CFR 33, he may be punished by imprisonment for not more than ten (10) years and may, at the discretion of the court, be fined not more than \$10,000.00. Pinellas County shall train and educate his bridge tenders accordingly. The contractor will be responsible for the conduct of its employees.

F. SIGNALS

1. GENERAL

- a. The operator of each vessel requesting a drawbridge to open shall signal the bridge tender and the bridge tender shall acknowledge that signal. The vessel operator shall repeat the signal until the bridge tender has acknowledged in some manner. The vessel shall not approach the bridge until he received the bridge tender's acknowledgement.

- b. The authorized signal devices and order of preference to be used to request an opening and to acknowledge a request shall be communication by radio telephone, sound signals, or visual signals. Whatever signals are used, they must be sufficient to alert the person being signaled.
- c. All acknowledging signals given by the bridge tender shall follow the requesting signal by **no more than 30 seconds**.
- d. Common sense is to be used if a boat does not properly signal. The boat should not be sitting there while the bridge tender refuses to open, waiting for the proper signal.

2. VESSEL SIGNALS FOR BRIDGE OPENING REQUEST

- a. Communication by Radio telephone.

Communication by radio telephone may be used to request the bridge opening, however, when the contact cannot be initiated or maintained, sound or visual signals shall be used. Channel 16 shall always be monitored but should not be used for communications, use the operating channel assigned to the bridge instead. If the tender receives an opening request on channel 16, he should briefly communicate to the requesting party to switch to the bridge operating channel (9) to continue the communication.

- b. Sound Signals.

Sound signals shall be made by whistle, horn, megaphone, hailer or other device capable of producing the prescribed signals. A "prolonged blast" is 4 to 6 seconds in duration; a "short blast" is about 1 second duration. The sound signal to request the opening of a drawbridge is one prolonged blast followed (within 3 seconds) by one short blast. During scheduled closure periods, a vessel for which the draw is required to open (e.g., a public vessel of the U.S., vessel in tow or a vessel in distress), identifies its special status and requests draw opening by sounding five (5) short blasts in rapid succession.

- c. Visual Signals.

Visual signaling to request the opening of a drawbridge is accomplished by vertically raising and lowering a white flag or vertically raising and lowering a white, amber or green light.

3. BRIDGE TENDER'S RESPONSE SIGNALS

- a. Communication by Radio telephone. If the request for bridge opening has been made by radio telephone, the response will normally be completed by this method. In the event contact cannot be maintained, sound or visual signals will be used. Channel 16 shall always be monitored but should not be used for communications, use the bridge operating channel (9) instead.

- b. Sound Signals

Sound signals shall be made by activating the horn mounted on the bridge tender house. When the bridge can be opened immediately, the sound signal to acknowledge a request to open the bridge is one prolonged blast followed by one short blast (as defined above). When the bridge cannot be opened immediately or is open and must be closed promptly, the sound signal to acknowledge a request to open the bridge is five short blasts sounded in rapid succession. The signal shall be repeated until acknowledged in some manner by the requesting vessel. If the vessel does not continue its approach, this can be interpreted by the bridge tender as the vessel operator's acknowledgement and the bridge tender can cease his signal.

- c. Visual Signals

When the bridge can be opened immediately, the visual signal to acknowledge a request to open the bridge is one of the following:

- 1) A white flag raised or lowered vertically or
- 2) A white, amber or green light raised and lowered vertically or
- 3) A fixed or flashing white, amber or green light or lights.

When the draw cannot be opened immediately or is open and must be closed promptly, the visual signal to acknowledge a request to open the bridge is one of the following:

- 1) A red flag or red light swung back and forth horizontally in full sight of the vessel or
- 2) A fixed or flashing red light or lights.

The signal shall be repeated until acknowledged in some manner by the requesting vessel. If the vessel does not continue its approach, this can be interpreted by the bridge tender as the vessel operator's acknowledgment and the bridge tender can cease his signal.

d. Visual Sight

Common sense is to be used if a boat does not properly signal. The boat should not be sitting there while the Tender refuses to open, waiting for the proper signal.

G. NATURAL DISASTERS

1. Federal regulations authorized drawbridges to remain closed during a natural disaster such as a hurricane unless the Coast Guard specifically directs otherwise. The regulations do not permit closure in anticipation of a disaster without prior Coast Guard approval.
2. **Authorities** desiring to temporarily cease or restrict drawbridge openings to facilitate evacuation of land traffic before the arrival of a hurricane must obtain authorization from Commander, Seventh Coast Guard District.
3. **This must be done by County Representative ONLY!!!!** Call (305) 536-6546 between 7:30 a.m. and 4:00 p.m., Monday through Friday. At all other times call the Coast Guard Duty Officer at (305) 536-5611. The Duty Officer will relay the request and furnish a response within minutes. Temporary closures are approved on a case by case basis and only if operation of the bridge impedes evacuation. Specific regulations may exist for certain bridges which require opening on signal during periods of storm warning or alerts.
4. High winds may make a drawbridge inoperable or subject it to damage. Drawbridges are authorized to remain closed while experiencing **steady winds of 34 knots (39 mph) or more** if the Pinellas County has determined that closure is required to prevent damage to the bridge. When this condition exists, notations must be made in the **DAILY BRIDGE LOG**, including **wind speed and direction. Requests to close drawbridges at wind speeds less than 34 knots (39 mph) to prevent damage will be considered by the Coast Guard.** Such requests should be accompanied by an engineering analysis showing the maximum wind the bridge could be expected to experience without damage while in an opened or partially opened position. **Closure of a bridge because of high winds should be reported to the Coast Guard immediately** as well as the Bridge Supervisor and noted in **DAILY BRIDGE LOG.**

H. SPECIAL REGULATIONS

1. In the absence of specific regulations specifying otherwise, a drawbridge is required to open promptly on signal. Notwithstanding such approved schedules; when a bridge tender is informed by a reliable source that an emergency vehicle is due to cross the draw or if he sees or hears an emergency vehicle approaching, the bridge tender shall take all reasonable measures to have the draw closed at the time the emergency vehicle arrives at the bridge. The bridge tender shall give appropriate signals to any approaching vessels under the circumstances.
2. Except as provided by particular bridge opening schedules, drawbridges shall be opened promptly and fully for the passage of vessels when a request to open has been given in accordance with the signaling procedures established. Under no circumstances is the bridge tender to question the vessel operator as to his right for a bridge opening based on the height of his vessel, **the bridge tender shall, in all cases, open the draw span if the pilot signals for a bridge opening.** If a bridge tender is required to open a drawbridge for a vessel because of non-structural fixture on that vessel, which in his opinion, is not essential to navigation or which is easily lowered, he is to complete the **BRIDGE TENDER'S REPORT ON UNNECESSARY BRIDGE OPENING** (Form Appendix B-2) and submit it to his supervisor.
3. The County may obtain permission from the United States Coast Guard to temporarily alter the schedule or to temporarily close a bridge. When permission is obtained, the supervisor will inform the bridge tender and the bridge tender is required to comply with the temporary conditions.

I. INSTRUCTION FOR BRIDGE MECHANISM OPERATION

The following general procedures shall be followed by bridge tenders in operating the drawbridge spans owned by Pinellas County. All of the bridges in the County have electrical equipment interlocked so that a definite sequencing of operation is necessary in order to operate the spans.

Specific instructions on specific bridge operation are in Section I-6.

1. General Procedure

- a. Return signal to vessel for opening. Pinellas County **requires** an audible signal before **any** opening, which will also alert maintenance personnel, pedestrians, fishermen, etc.
- b. Initiate opening sequence.
 - 1) Check the roadway for vehicles or pedestrians approaching so closely as to be endangered by lowering the traffic gates.
 - 2) Turn ON the highway traffic bell signals and warning lights and/or traffic lights to stop oncoming traffic.
 - 3) Recheck the roadway for vehicles or pedestrians approaching so closely as to be endangered by lowering the traffic gates.
 - 4) Lower the traffic safety gates to keep the traffic from advancing towards the draw span. Oncoming gates shall be lowered first.
 - 5) Insure that pedestrians are clear of the opening span(s), (Dunedin Bridge tenders must physically cross the bridge span to the south side and check the trail to insure that pedestrians are clear of the opening span), then release span locks.
 - 6) Then release the motor brakes.
 - 7) Operate the controller to open the span(s) to its fully open position using extreme care in the final opening operation to prevent any damage to the bridge.
 - 8) Set motor brakes.
- c. As the vessel passes, observe and log the name or number and type of vessel, direction of travel, date and time of passage, and initial entry on the **MONTHLY REPORT OF DRAWBRIDGE OPENINGS** (Form Appendix B-10).
- d. After the vessel has cleared the bridge, check to make sure no other vessels are approaching. If none are approaching, signal for bridge closure.
- e. Initiate closing sequence.
 - 1) Release motor brakes.
 - 2) Operate the controller to close the span(s) using extreme care in the final closing operation to prevent any damage to the bridge.
 - 3) Operate the lock motors to close the span locks.
 - 4) Set motor brakes.
 - 5) Raise the traffic safety gates, the oncoming gates shall be opened last, stop traffic bells and warning signals, switch traffic lights to green and permit highway traffic to precede.
- f. In the event that the bridge fails to operate, you are to note it in the **DAILY BRIDGE LOG** (form Appendix B-11). In all cases, first advise the bridge supervisor of the problem by phone.
- g. All bypass switches are provided with seals. In the event it becomes necessary to utilize the bypasses, first **Notify your supervisor**, by phone, of the problem, for remedy and **approval to break the seal must be given by Pinellas County Representative**. A notation shall be made on the **DAILY BRIDGE LOG** indicating the reasons and the person authorizing by pass use. Failure to do so will result in disciplinary action. The bridge supervisor shall be notified immediately of any broken bypass seals. See bypass procedure below.

2. Bypass Procedure

- a. If malfunction occurs call Pinellas County Roadway Maintenance, 464-8900. There is a person answering this number 24 hours a day. If you are unable to reach someone leave a message and call the Bridge Emergency Number 727-580-6273 or 727-580-2391.
- b. **DO NOT cut bypass seal without permission from Pinellas County Bridge Tender Supervisor.**
- c. When authorization has been given to cut bypass seal you will:
 - 1) Log it on your DAILY BRIDGE LOG, date & time, seal was cut and why it had to be cut and the name of the person authorizing it to be cut.
 - 2) When the problem has been corrected by Pinellas County and the seal has been replaced, log it on your DAILY BRIDGE LOG, date and time, bypass was resealed and who performed the repair.

3. Safety Interlock Bypass Selector Switches

CAUTION: Extreme care should be exercised when utilizing these switches, as serious damage to machinery and personnel may result.

- a. There are three safety interlock bypass switches for the bridge leafs. The purpose of these switches are to enable qualified Pinellas County maintenance personnel the ability to bypass **the limit switches which indicate the position of various mechanical parts in case of their failure as is necessary in an emergency situation.**
 - 1) GATE BYPASS When this switch is in the ON position; all safety interlocks for the traffic gates are bypassed. The span locks may be pulled without the traffic gates being fully lowered. The traffic lights may be turned green without the traffic gates being fully raised.
 - 2) SPAN LOCK BYPASS When this switch is in the ON position; all safety interlocks for the span locks are bypassed. The bridge leaves may be raised or lowered without the span locks being fully pulled. The traffic gates may be raised without the span locks being fully driven.
 - 3) SPAN BYPASS When this switch is in the ON position; all safety interlocks for the bridge leaves are bypassed. The span locks may be driven without the bridge leaves being fully lowered. The navigation lights may be turned green without the bridge leaves being fully raised.

4. Auxiliary Power Unit Procedure

- a. Automatic Auxiliary Power Unit Procedure In case of an electrical power failure, an emergency generator is available to provide back-up power failure; an emergency generator is available to provide back-up power. Generator power is selected by turning the generator switch located on the control console to the TEST position. If it is desired to run the generator only, without having generator power supplied, the generator switch may be turned to the RUN position. In all other instances, the generator switch should be in the AUTOMATIC position.

5. Navigation Traffic Lights Selector Switch

- a. The navigation light selector switch is located on the CONTROL CONSOLE.

It has three positions which may be selected. When MANUAL MODE is selected, the navigation lights remain on and operational at all times. When AUTOMATIC MODE is selected, the navigation lights will turn on and operate during night hours only. When OFF is selected, the navigation lights remain off and in operational.

6. Specific Bridge Operation

- a. Park Blvd.
- b. Dunedin

6.a. Park Blvd. Routine Sequence of Operation

Raise Sequence

- 1) Navigation lights are turned on.
- 2) Answer boat signals by pulling out HORN push-button (1-long & 1short)
- 3) Depress RED TRAFFIC/SIGNALS push-button. Normal GREEN INDICATING light out, RED INDICATING light on. Traffic lights turn red to stop traffic. RED GATE ARM lights come on and bell rings. Check for pedestrian traffic.
- 4) Depress ROADWAY GATE LOWER push-buttons. (Note: These are spring return buttons and they must be held down until gates are fully lowered.) To stop the gates in an emergency, release the buttons. (The pedestrian gate operates with the east gate).
- 5) Release EMERGENCY BRAKE; both leafs.
- 6) Depress NOSE LOCK DRAW push-button. (The Control locks in).
- 7) Advance SPAN MASTER CONTROLLERS slowly in RAISE direction successively through Points D, 1, 2, 3, 4, 5, and 6. Spans accelerate to speed corresponding to leaf controller positions.
- 8) Spans approach NEARLY OPEN positions. Return span controllers to Raise Points 5, 4, 3, 2 and 1, pausing briefly at each point. (Spans decelerate and approach the NEARLY OPEN positions at reduced speed. Spans stop in NEARLY OPEN position by action of SPAN LIMIT SWITCH. Spans shown at NEARLY OPEN position by amber light.)
- 9) Spans are at NEARLY OPEN positions. Return the span controllers to the OFF position. Advance span controllers toward Raise Points 1, 2, or 3 (**Note: Do not advance span controller past Point 3**). Spans advance to FULLY OPEN positions at reduced speed. Spans stopped at FULLY OPEN position by span limit switch circuits to de-energize the leaf motors and set the brakes. Red indication lights come On to show FULLY OPEN position. Red Navigation lights go Out and green light comes On through span limit switch contact action.
- 10) Spans are at FULLY OPEN positions. Return span controllers to the OFF positions. You are now ready for water traffic.

Lower Sequence

- 1) When Boat traffic has cleared the bridge and you ready to start the lowering sequence, give the signal that the Bridge is closing by **5 SHORT BLASTS** on the horn.
- 2) Advance SPAN MASTER CONTROLLERS slowly in Lower direction successively through Points D, 1, 2, 3, 4, 5, and 6. Spans accelerate to speed corresponding to each controller position. Navigation lights change from green to red.
- 3) Return span controllers to Lower Points 5, 4, 3, 2, and 1 pausing briefly at each point. (Spans decelerate and approach the NEARLY CLOSED positions at reduced speed. Spans stop in NEARLY CLOSED positions by action of span limit switch. Spans shown in NEARLY CLOSED positions by amber indicating lights.
- 4) Return the SPAN CONTROLLERS to the OFF position. Advance SPAN CONTROLLERS toward Lower Points 1, 2, or 3 at a reduced speed. Spans reach FULLY CLOSED positions when end stops are reached and span Fully Closed limit switches close to light green FULLY CLOSED indication lights. When FULLY CLOSED lights come On, depress FOOT SWITCH to set the service brakes while holding the MASTER CONTROLLERS in Lower Points 1, 2, or 3 to keep power on the motors while the brakes set. After the brakes set, return the MASTER CONTROLLER to the OFF position. Be sure the FULLY CLOSED green indicating lights remain lighted. Permissive to drive NOSE LOCKS.
- 5) Set EMERGENCY BRAKE till Green Light in ON. (Both leafs) Lock mechanisms operate automatically under control of their limit switches. Locks are shown in DRIVEN position by Green Light. Permissive to raise Roadway Gates.

- 6) Depress ROADWAY GATE RAISE pushbuttons (the control locks in) do not hold down the button. Roadway Gates raise and Limit Switches open to stop gates. Green Gate Raised Lights come ON.
- 7) Depress GREEN TRAFFIC SIGNALS pushbutton. Gate Arm lights and bells are turned OFF. Traffic lights turn green. Normal green light is ON, red light is OFF.
- 8) ROAD TRAFFIC RESUMES.

6.b. Dunedin Causeway Routine Sequence Of Operation

Raise Sequence

- 1) Before any of the control functions can be executed, power must be turned on by depressing the CONTROL POWER push-button. The LEVER must be returned to its neutral position. Power on will be verified by illumination of the CONTROL POWER ON indicator light.
- 2) The horn is to be sounded at this time by depressing the manual HORN push-button. (One long and one short blast)
- 3) Before initiating the raise sequence of operation, the advance warning lights are to be turned on and the traffic signals will be turned from green to red by turning the TRAFFIC SIGNAL selector switch to the ON position. The advance warning light will warn the oncoming traffic that the bridge is about to open before the traffic lights are visible and traffic signals will automatically turn from green to yellow, and after approximately 10 seconds, the traffic lights will turn from yellow to red.
- 4) The far oncoming traffic gate may then be lowered by depressing the FAR ONCOMING TRAFFIC GATE LOWER push-button. This push-button must be held depressed in order for motion to occur. Release of this push-button will stop the gate from moving. As the far oncoming gate is being lowered, the FAR ONCOMING TRAFFIC GATE RAISED indicator light will go out. Once the far oncoming traffic gate is fully lowered, the FAR ONCOMING TRAFFIC GATE LOWER indicator light will be illuminated, the bell on the far oncoming traffic gate will stop ringing, and the near off going traffic gate will be enabled.

CAUTION: The operator must inspect the bridge before lowering the near off going traffic gate to be sure that there are no vehicles still present on the bridge.

- 5) The near off going traffic gate may then be lower by depressing the NEAR OFF GOING TRAFFIC GATE LOWER push-button. As in the operation of the FAR ONCOMING TRAFFIC GATE LOWER push-button, this push-button must be held depressed in order for motion to occur. Release of this push-button will stop the gate from moving.

As the near off going traffic gate is being lowered, the NEAR OFF GOING TRAFFIC GATE RAISED indicator light will go out. Once the near off going traffic gate is fully lowered, the NEAR OFF GOING TRAFFIC GATE LOWERED indicator light will illuminate.

- 6) The near oncoming traffic gate may then be lowered by depressing the NEAR ONCOMING TRAFFIC GATE LOWER push-button. This push-button must be held depressed in order for motion to occur. Release of this push-button will stop the gate from moving. As the near oncoming traffic gate is being lowered, the NEAR ONCOMING TRAFFIC GATE RAISED indicator light will go out. Once the near oncoming traffic gate is fully lowered, the NEAR ONCOMING TRAFFIC GATE LOWER indicator light will be illuminated, the bell on the near oncoming traffic gate will stop ringing, and the far off going traffic gate will be enabled.

CAUTION: The operator must inspect the bridge before lowering the far off going traffic gate to be sure that there are no vehicles still present on the bridge.

- 7) The far off going traffic gate may then be lowered by depressing the FAR OFF GOING TRAFFIC GATE LOWER push-button. As in the operation of the NEAR ONCOMING TRAFFIC GATE RAISE push-button, this push-button must be held depressed in order for motion to occur. Release of this push-button will stop the gate from moving.

As the far off going traffic gate is being lowered, the FAR OFF GOING TRAFFIC GATE RAISED indicator light will go out. Once the far off going traffic gate is fully lowered, the FAR OFF GOING TRAFFIC GATE LOWERED indicator light will illuminate.

- 8) The normal sequence of operation of the traffic gates may be suspended at any time by releasing the appropriate TRAFFIC GATE LOWER push-button. The sequence of operation may then be resumed by pulling out the appropriate TRAFFIC GATE LOWER push-button, or the sequence may be aborted by pulling out the appropriate TRAFFIC GATE RAISE push-button.
- 9) Once all of the traffic gates are lowered, the span locks will be enabled. At this time the tender **must** cross to the south side of the bridge to check the trail to insure pedestrians are clear of the opening spans.
- 10) The span locks may then be retracted by pulling out the SPAN LOCKS PULL push-button. As the span locks are being retracted, the SPAN LOCKS DRIVEN indicator light will go out. Once the span locks are fully retracted, the SPAN LOCKS PULLED indicator light will illuminate, and the raise sequence is enabled.
- 11) The normal sequence of operation of the span locks may be suspended at any time by pulling out the STOP push-button. The sequence of operation may then be resumed by pulling out the SPAN LOCKS PULL push-button, or the sequence may be aborted by pulling out the SPAN LOCKS DRIVE push-button.
- 12) Prior to raising the bridge, you may sound the horn again by depressing the HORN push-button one time long and one time short. Each bridge leaf may then be raised by turning the corresponding LEVER, near span is turned clockwise and far span is turned counter clockwise. The LEVER has six maintained positions which correspond to six various speeds. The farther the LEVER is turned, the faster the bridge leaf will rise.
- 13) While a bridge leaf is in motion, the BRAKE SET indicator light will go out, and the BRAKE RELEASE indicator light will illuminate, indicating that the brake motor is running and has released the bridge leaf motor. When the bridge leaf motor stops, the brake motor stops, the BRAKE RELEASE indicator light will go out, and the BRAKE SET indicator light will illuminate.
- 14) As a bridge leaf is being raised, the FULLY CLOSED indicator light will immediately go out. Once a bridge leaf has risen far enough to break contact with its respective nearly closed limit switch, the NEARLY CLOSED indicator light will go out. Once a bridge leaf has risen far enough to make contact with its respective nearly open limit switch, the NEARLY OPEN indicator light will illuminate, and the bridge leaf will automatically rise at a slower speed. The bridge leaf will continue at that slower speed until it makes contact with its respective fully open limit switch, at which time the FULLY OPEN indicator light will also illuminate, and the bridge leaf will automatically stop.
- 15) The raising sequence of either of the bridge leaves may be suspended at any time by slowly turning the corresponding LEVER, near span is turned counter clockwise and far span is turned clockwise, to its slow speed position.
- 16) When the LEVER is slowly turned to its slow speed position, the bridge leaf will decelerate to a controlled stop. The raise sequence may then be resumed by pulling the LEVER, near span is turned clockwise and far span is turned counter clockwise or the sequence may be aborted (the bridge leaf lowered) by turning the LEVER near span is turned counter clockwise and far span is turned clockwise. The farther the LEVER is turned, the faster the bridge leaf will lower.
- 17) While the bridge leaves are in motion the LEVER may be returned to its neutral position, to stop the leaves abruptly. This will cause excessive wear and damage to the mechanical parts, however, and should therefore be used only in emergency situations. The raise sequence of operation may then be resumed by turning the LEVER, near span is turned clockwise and far span is turned counter clockwise or the sequence may be aborted (the bridge leaf lowered) by turning the LEVER near span is turned counter clockwise and far span is turned clockwise. The farther the LEVER is turned, the faster the bridge leaf will lower.
- 18) While the bridge leaves are in motion, the CONTROL POWER OFF push-button may be depressed, to stop the leaves abruptly. This will cause excessive wear and damage to the mechanical parts, however, and should therefore be used only in emergency situations. The raise sequence of the operation may then be resumed by turning the LEVER back to its neutral position, pulling out the CONTROL POWER ON push-button and turning the LEVER, near span is turned clockwise and far span is turned counter clockwise, or the sequence may

be aborted (the bridge leaf lowered) by turning the LEVER, near span is turned counter clockwise and far span is turned clockwise. The farther the LEVER is turned, the faster the bridge leaf will lower.

- 19) Once both bridge leaves are in their fully open position, the navigation lights will automatically turn from red to green, providing the NAVIGATION LIGHTS SELECTOR SWITCH is turned to the ON position.

Lower Sequence

- 1) Prior to lowering the bridge, the horn should be sounded by pulling out the HORN push-button **five** short consecutive times. You should also verify **all** boat traffic has cleared the spans.
- 2) Each bridge leaf may then be lowered by turning the corresponding LEVER, near span is turned counter clockwise and far span is turned clockwise. The LEVER has six maintained positions which correspond to six various speeds. The farther the LEVER is turned, near span is turned counter clockwise and far span is turned clockwise, the faster the bridge leaf will lower.
- 3) While a bridge leaf is in motion, the BRAKE SET indicator light will go out, and the BRAKE RELEASE indicator light will illuminate, indicating the brake motor is running and has released the bridge leaf motor. When the bridge leaf motor stops, the brake motor stops, the BRAKE RELEASE indicator light will go out, and the BRAKE SET indicator light will illuminate.
- 4) As a bridge leaf is being lowered, the FULLY OPEN indicator light will immediately go out. Once a bridge leaf has lowered far enough to break contact with its respective nearly open limit switch, the NEARLY OPEN indicator light will go out. Once a bridge leaf has lowered far enough to make contact with its respective nearly closed limit switch, the NEARLY CLOSED indicator light will illuminate, and the bridge leaf will automatically lower at the slower speed. The bridge leaf will continue at that slower speed until it makes contact with its respective fully closed limit switch, at which time the FULLY CLOSED indicator light will illuminate, and the bridge leaf will automatically stop.
- 5) The lowering sequence of either of the bridge leaves may be suspended at any time by slowly pushing the corresponding LEVER, near span is turned counter clockwise and far span is turned clockwise, back to its slow speed position.
- 6) When the LEVER is slowly turned to its slow speed position, the bridge leaf will decelerate to a controlled stop. The lower sequence may then be resumed by turning the LEVER, the near span is turned counter clockwise and the far span is turned clockwise, or the sequence may be aborted (the bridge leaf raised) by turning the LEVER, near span is turned clockwise and far span is turned counter clockwise. The farther the LEVER is turned, the faster the bridge leaf will rise.
- 7) While the bridge leaves are in motion the LEVER may be returned to its neutral position, to stop the leaves abruptly. This will cause excessive wear and damage to the mechanical parts, however, and should therefore be **used only in emergency situations**. The lower sequence of operation may then be resumed by turning the LEVER, near span is turned counter clockwise and far span is turned counter clockwise, or the sequence may be aborted (the bridge leaf raised) by turning the LEVER near span is turned clockwise and far span is turned counter clockwise. The farther the LEVER is turned, the faster the bridge leaf will rise.
- 8) While the bridge leaves are in motion, the CONTROL POWER OFF push-button may be depressed to stop the leaves abruptly. This will cause excessive wear and damage to the mechanical parts, however, and should therefore be **used only in emergency situations**. The lower sequence of operation may then be resumed by turning the LEVER back to its neutral position, pulling out the CONTROL POWER ON push-button and turning the LEVER near span is turned counter clockwise and far span is turned counter clockwise or the sequence may be aborted (the bridge leaf raised) by turning the LEVER, near span is turned clockwise and far span is turned counter clockwise. The farther the LEVER is turned, the faster the bridge leaf will rise.

CAUTION: Care should be taken in the special case of suspending the bridge lower sequence when the bridge leaf is within 5 degrees of being fully closed. If the FULLY CLOSED LIMIT SWITCH is improperly set, the switch may trip prematurely, and prevent

the bridge from fully closing. Should this happen, the bridge should be raised again until it is at least 15 degrees inclined, then lowered to set the leaves properly, and the following step followed.

- 9) Once both bridge leaves have fully closed, the bridge leaves may be seated by pulling out and holding in the SEAT push-button. As a leaf is being seated, the BRAKE SET indicator light will go out, the BRAKE RELEASE indicator light will illuminate, indicating the brake motor is running and has released the bridge leaf motor. The bridge leaf motor will then slowly lower the bridge leaf down into a fully seated position. Release of the SEAT push-button will stop the bridge leaf motor and brake motor. Once the brake motor stops, the BRAKE RELEASE indicator light will go out, and the BRAKE SET indicator light will illuminate.
- 10) Once both bridge leaves have fully closed, and both brakes set, the span locks will be enabled. The span locks may then be extended by pulling out the SPAN LOCKS DRIVE push-button. As the span locks are being driven, the SPAN LOCKS PULLED indicator light will go out. Once the span locks are fully driven, the SPAN LOCKS DRIVEN indicator light will illuminate, and the off going traffic gates are enabled.
- 11) The normal sequence of operation of the span locks may be suspended at any time by depressing the STOP push-button. The sequence of operation may then be resumed by depressing the SPAN LOCKS DRIVE push-button, or the sequence may be aborted by pulling out the SPAN LOCKS PULL push-button.
- 12) The far off going traffic gate may then be raised by depressing the FAR OFF GOING TRAFFIC GATE RAISE push-button. As the far off going traffic gate is being raised, the FAR OFF GOING TRAFFIC GATE LOWERED indicator light will go out. Once the far off going traffic gate is raised, the FAR OFF GOING TRAFFIC GATE RAISED indicator light will illuminate, and the near oncoming traffic gate will be enabled.
- 13) The near oncoming traffic gate may then be raised by depressing the NEAR ONCOMING TRAFFIC GATE RAISE push-button. As the near oncoming traffic gate is being raised, the NEAR ONCOMING TRAFFIC GATE LOWERED indicator light will go out. Once the near oncoming traffic gate is fully raised, the NEAR ONCOMING TRAFFIC GATE RAISED indicator light will illuminate.
- 14) The near off going traffic gates may then be raised by depressing the NEAR OFF GOING TRAFFIC GATE RAISE push-button. As the near off going traffic gate is being raised, the NEAR OFF GOING TRAFFIC GATE LOWERED indicator light will go out. Once the near off going traffic gate is fully raised, the NEAR OFF GOING TRAFFIC GATE RAISED indicator light will illuminate, and the far oncoming traffic gates will be enabled.
- 15) The far oncoming traffic gates may then be raised by depressing the FAR ONCOMING TRAFFIC GATE RAISE push-button. As the far oncoming traffic gate is being raised, the FAR ONCOMING TRAFFIC GATE LOWERED indicator light will go out. Once the far oncoming traffic gate is fully raised, the FAR ONCOMING TRAFFIC GATE RAISED indicator light will illuminate.
- 16) The normal sequence of operation of the traffic gates may be suspended at any time by depressing the CONTROL POWER push-button. The sequence of operation may then be resumed by pulling out the CONTROL POWER ON push-button, and pulling out the appropriate TRAFFIC GATE RAISE push-button or the sequence may be aborted by pulling out the appropriate TRAFFIC GATE LOWER push-button.
- 17) Once all the traffic gates are fully raised, the traffic signals may be turned green by turning both the TRAFFIC SIGNAL selector switches to the GREEN position.

J. LIGHTING

1. After sunset the bridge tenders shall be constantly alert to see that all lights are burning. The bridge tender shall replace burned out lights, as required by the County, as soon as possible.
2. Each bridge tender on duty during the hours of darkness shall check the lights at the beginning of his shift or as soon as dusk arrives. A record of the results of this inspection shall be entered in the DAILY BRIDGE LOG.

3. Battery operated lights shall be kept in readiness at all times and must be placed in their proper place when electrical power fails.

K. DRAWBRIDGE OPERATION DURING CIVIL DEFENSE EMERGENCIES

1. During Civil Defense emergencies, normal drawbridge openings will continue, except at the following times:
 - a. When it becomes necessary for the bridge tender, in the interest of his own personal safety, to evacuate the bridge. Before leaving the bridge, the bridge tender will make sure that the main power switch is turned off and that all doors are closed and locked.
 - b. When the bridge tender receives instructions from a Pinellas County official not to open the bridge in the interest of public safety.
 - c. When, in the interest of public safety, a Civil Defense Official desires that a bridge temporarily discontinue normal openings, the Civil Defense Official will so inform Pinellas County Officials who will relay the request to the affected people for action.
2. The Bridge Supervisor will immediately notify the Coast Guard and other pertinent maritime interests of any discontinuance of drawbridge openings.

L. BRIDGE MAINTENANCE/INSPECTION

1. Pinellas County is responsible for maintaining/inspecting the bridge structure and mechanical/electrical devices. The bridge tender is responsible for informing his supervisor upon a malfunction of the controls or of any event that may have damaged any component of the bridge.
2. When a maintenance/inspection crew arrives, note in the BRIDGE SIGN-IN LOG (Form Appendix B-9). Both the bridge tender and the maintenance/inspection crew leader are to place their signatures on the log conforming that the maintenance/inspection crew intends to perform maintenance/inspection on the bridge.
3. The bridge tender shall cooperate fully with the maintenance/inspection crew. The personal safety of himself and all members of the maintenance/inspection crew is the utmost priority. Good, clear communication is vital while the crew is on duty.
4. During times that maintenance/inspection is being performed on the structure, the bridge tender shall communicate with the crew during bridge openings. If the crew is in the machinery areas of the bridge, notification of an opening is absolutely necessary to prevent injury to personnel. The following steps shall be taken:
 - a. If available, the bridge intercom system is to be used. The bridge tender shall call the crew and inform them of the opening.
 - b. If a bridge intercom is not available, radios are to be used. The bridge tender shall call the crew and inform them of the opening.
 - c. The bridge tender shall always sound one long and one short blast on the bridge horn before the opening, allowing time for maintenance/inspection personnel to move to a safe area.
5. The crew leader may give the bridge tender instructions that are contrary to the instructions given herein. The bridge tender is to comply with the crew leader's instructions and make a note in his log to that effect. If the bridge tender cannot comply with the crew leader's instructions, he is to call his supervisor immediately for assistance.

NOTE: For all cases, the bridge tender must receive an acknowledgment from the work crew before proceeding with the opening. If the bridge tender has any doubts as to whether the communication is fully understood, he should not proceed with any movement of the bridge span(s).

M. MANUAL OPERATIONS

- * Hand Cranking of Traffic Control Gates, Span Lock Drive Pins and Bascule Spans.
- * All of these electrical powered units have protection devices. They are called heaters and they can be reset. They are located on each side of the unit's contractor.

- * The spans have a device called a dashpot, which protects the over-heated span motor. The dashpot has to cool down before you can proceed with the operation of lowering or raising the draw span. This takes from 5 to 15 minutes.
 - * Make sure to notify the proper personnel of any problem and note the problem in proper logs.
1. Hand Cranking of the Traffic Control Gates.
 - a. Turn main breaker off to that gate unit that will be hand cranked, or open the access door on gate unit and turn off single pole switch, so there is no electrical power to the three-phase motor. (Remember turning off the single pole switch does not mean that power is not still present.)
 - b. Insert hand crank handle and proceed cranking (up or down).
 - c. Remove hand crank handle.
 - d. Close access door and tighten both bolts. (Remember to turn on single pole switch, if you used that method to shut off power.)
 - e. Turn on Main breaker.
 - f. Return hand crank handle to proper storage locations.
 - g. Contact proper personnel if you can not solve the problem and note time, date and problem in proper logs.
 2. Hand Cranking of Span Lock Drive Pins.
 - a. Turn off main breaker to drive pin unit that will be hand cranked.
 - b. Open and secure access door to drive pin unit.
 - c. Cone off area that is open so pedestrians will be aware of opening. (Minimum of two (2) orange traffic cones).
 - d. Release both break locks on motor.
 - e. Insert hand crank. (On some drive pin motors you will have to tighten crank to shaft on motor.)
 - f. Start hand cranking in desired direction that is needed for the proper function required. (Pulled position or driven position.)
 - g. When that is completed, release both brake locks so brake is tight and remove hand crank handle.
 - h. Close access door and secure it down with proper bolts.
 - i. Remove orange traffic cones and return them to proper storage area.
 - j. Place hand crank handle into proper storage location.
 - k. If normal function of drive pin is restored, make sure main breaker is returned to the "on" position.
 - l. Contact proper personnel if you can not solve the problem and note time, date and problem, in proper logs.
 3. Hand Cranking of Bascule Spans.
 - a. Turn off main breaker to span that will be hand cranked.
 - b. Each span has two brakes that must be released before you can hand crank.
 - c. You must engage a device that will allow you to hand crank the draw span.
 - d. Once engaged, insert the handle and hand crank span down to proper position on live-load pads.
 - e. After draw span is down, remove hand crank handle and return it to proper storage area.
 - f. Disengage the device that allowed you to hand crank.
 - g. Reset both brakes.
 - h. Turn on main breaker, if you can return to normal operation.
 - i. Contract proper personnel if you cannot solve the problem and note time, date and problem, in proper logs.

N. SUMMARY

1. Drawbridges operated under Pinellas County must:
 - a. Be staffed with the necessary draw bridge tenders for safe and prompt opening of the draw bridge.
 - b. Be maintained in a serviceable operating condition.
 - c. Be operated at sufficient intervals to assure their satisfactory operation.
 - d. Promptly accomplish repair or maintenance work effecting operation of the draw.
 - e. Display approved, legible, clearance gauges.
 - f. Post signs explaining operating procedures if the bridge has been authorized to not always open on request.
2. Bridge tenders must:
 - a. Open promptly and fully for vessel passage upon request except when regulations permit otherwise.
 - b. Properly acknowledge vessel signals for bridge opening.
 - c. Operate a radio telephone when specifically required.
 - d. Take all reasonable measures to have the draw bridge closed for passage of an emergency vehicle if informed by a reliable source that such vehicle is due to cross the draw bridge.
 - e. Fill out all required forms.
3. Drawbridges operated under Pinellas County may:
 - a. Close during periods of natural disasters or civil disorder declared by the appropriate authorities unless the Coast Guard specifically directs otherwise.
 - b. Deviate from normal opening procedures when required for scheduled repair or maintenance work if authorized by the Coast Guard (30 days advance notice required).
 - c. Close for vital, unscheduled, repair work that renders the draw inoperative provided the Coast Guard is promptly notified.
 - d. Close for reasons of public health or safety or for public functions such as parades or races if authorized by the Coast Guard (30 days advance notice required).
 - e. Request authority to remain closed and untended due to infrequent vessel use.
 - f. Be maintained in the fully open position with bridge tender service discontinued if the Coast Guard is notified in advance and approval obtained.
 - g. By specific regulation, be authorized to not open for vessels during certain time periods to facilitate vehicular traffic.
4. Bridge tenders may:
 - a. Open for vessels during periods that the regulations say the bridge "need not" open.

APPENDIX A
U.S. COAST GUARD REGULATIONS

UNITED STATES COAST GUARD
ELECTRONIC CODE OF FEDERAL REGULATIONS (e-CFR)

Title 33, Chapter 1, Subchapter J, Part 117 - Drawbridge Operation Regulations

Please visit the website to view the latest edition at: https://ecfr.io/Title-33/cfr117_main

APPENDIX B

FORMS

- B-1 INSTRUCTIONS & GUIDES FOR COMPLETING FORMS
- B-2 BRIDGE TENDER'S REPORT ON UNNECESSARY BRIDGE OPENING
- B-3 MONTHLY EQUIPMENT CHECK LIST
- B-4 JOB KNOWLEDGE FOR QUARTERLY REVIEW
- B-5 TELEPHONE LOG
- B-6 PROPERTY DAMAGE REPORT & INJURY ILLNESS REPORT
- B-7 DAILY CHECKLIST
- B-8 AUXILIARY POWER UNIT WEEKLY CHECKLIST
- B-9 BRIDGE SIGN-IN LOG
- B-10 MONTHLY REPORT OF DRAWBRIDGE OPENINGS
- B-11 DAILY BRIDGE LOG

APPENDIX B-1

INSTRUCTIONS & GUIDES FOR COMPLETING FORMS

1. All entries are to be printed, using uppercase vertical lettering; no script.
2. Days of the week, if abbreviated, shall be MON, TUE, WED, THU, FRI, SAT, SUN.
3. Months, if abbreviated, shall be the standard three letter abbreviation:
JAN, FEB, MAR, APR, JUN, JUL, AUG, SEP, OCT, NOV, DEC.
4. Numbers shall be shown in Arabic numerals, i.e., 1, 2, 3, 4, 5, 6, 7, 8, 9, 0
5. Never use ditto marks.
6. Enter PM or AM clearly as required.
7. When showing direction, indicate the direction the vessel or vehicle is going with an N, S, E or W
8. **Weather conditions are to be shown as follows:**
 - a. "W" for windy.
 - b. "C" for calm.
 - c. "R" for rainy.
 - d. "S" for sunny.
 - e. "F" for foggy.
 - f. "NW" for no wind.
 - g. "CH" for choppy seas.
 - h. "RT" for torrential rain.
 - i. "PS" for partly sunny.
 - j. "VF" for very foggy.
 - k. "HW" for high wind.
 - l. "CHB" for very rough, choppy seas,
 - m. "NS" for no sun.
9. When signing in or out for duty, the bridge tender is to sign his/her name on the Daily Log showing day of the week, date and time of day. Signature must be readable.
10. **Vessels shall be identified as follows:**
 - a. "P" for pleasure craft.
 - b. "C" for commercial vessel.
 - c. "T" for tug with tow.
 - d. "G" for government vessel.
 - e. "S" for sail vessel

APPENDIX B-2

BRIDGE TENDER'S REPORT ON UNNECESSARY BRIDGE OPENING

Bridge Name: _____

Bridge Location: _____

* Registration or Document No. of Vessel: _____

*Name of Vessel: Type _____

Homeport: _____

Owner Name & Address: _____

Time of Incident: _____
Month Day Year Time AM / PM

Cause of Unnecessary Opening:

"Appurtenances Unessential to Navigation" (33 CFR 117.11)

Antenna _____ Outrigger _____ Decorative _____

Flagstaff _____ False Stack _____ Other _____

Other Causes: _____

Clearance Gauge Reading, in feet: _____

Estimated Clearance needed for vessel's highest fixed point, in feet: _____

Remarks: _____

Bridge Tender on Duty: _____

***VIOLATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION**

APPENDIX B-3

MONTHLY EQUIPMENT CHECK LIST

BRIDGE NAME: _____	
<p>1. FIRST-AID KIT</p> <p>a. In a readily accessible place? b. Has it been used? c. Has it been replenished?</p>	<p>6. FLARES-6</p> <p>a. Is the required number accounted for? b. Are they properly stored?</p>
<p>2. LIFE JACKETS -2 and LIFE RINGS -2</p> <p>a. Is the required number accounted for? b. Ripped, torn or cracked? c. General condition: New ____ Good ____ Fair ____ Poor ____</p>	<p>7. FLASHLIGHTS -2</p> <p>a. Is the required number accounted for? b. Are they in working condition? c. Are the batteries good?</p>
<p>3. ROPE, 150 LF. 1/4 INCH (plus vertical distance of the draw span to water)</p> <p>a. Is it in a readily accessible place? b. General condition: New ____ Good ____ Fair ____ Poor ____</p>	<p>8. ARE THE FOLLOWING AVAILABLE:</p> <p>a. Cones -6 b. Red flags -4 (reflectorized) c. Vests -2 d. Barricades -2 (with flashing lights) e. Sign holder -2 f. BRIDGE CLOSED sign -2 g. Rubber floor mat -1 h. Light bulbs -6 (100 watts) i. Spare batteries</p>
<p>4. BATTERY OPERATED LIGHTS STEADY BURN -4 AND FLASHER -4</p> <p>a. Is the required number accounted for? b. Are the batteries good? c. Do they work properly?</p>	
<p>5. FIRE EXTINGUISHER -2</p> <p>a. Are they type ABC? b. Date filled? c. Expiration date? d. Has the pin been broken?</p>	<p>9. ARE THE FOLLOWING WORKING SATISFACTORILY:</p> <p>a. Commode b. Fan/air conditioner c. Door locks d. Telephone e. Intercom (if available)</p>
<p>10. COMMENTS _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>Bridge tender _____</p>	<p>Date _____</p>

APPENDIX B-4

JOB KNOWLEDGE FOR QUARTERLY REVIEW

BRIDGE NAME: _____

INSPECTOR: _____ TIME: _____ DATE: _____

SKILL	Good	Fair	Poor
A. BRIDGE TENDER KNOWLEDGE (OVERALL)			
1. Knowledge of routine operating procedures			
2. Knowledge of emergency operating procedures			
3. Knowledge of administrative requirements			
4. Knowledge of Coast Guard Regulations			
B. BRIDGE TENDER OPERATIONAL ABILITY (OVERALL)			
1. Ability to operate bridge			
2. Bridge logs -Completeness			
C. BRIDGE NAVIGATION AND SAFETY CONDITIONS			
1. Navigation lights			
2. Fender system			
3. Other safety devices			
D. HOUSEKEEPING (OVERALL)			
1. Tender house floor			
2. Tender house windows			
3. Control console and switchgear			
4. Walkways and platforms			
5. Commode			
E. OVERALL BRIDGE CONDITION			

APPENDIX B-6
PROPERTY DAMAGE REPORT FORM

Refer to Paragraph 4 – Accident Reports

Accident Information

Claim No:

Date of accident:

Department:

Brief Description
Of the Accident:

Additional Information:

Photos taken (Circle One): Yes / No

Was the Area Dry? (Circle One): Yes / No

Was the Area Clean? (Circle One): Yes / No

How was the lighting? (Circle two): Daytime / Nighttime Indoor / Outdoor Stormy Conditions

Address or Place of accident:

Specific Location of accident:

(roadway, hallway, sidewalk, etc.)

Law Enforcement Agency
(if applicable):

Inspected by:

Report #

Name & Phone # of Individual
Completing the Form:

Vehicle Accidents

County & Private Vehicle Information

# of county vehicles involved:	<input type="text"/>	Asset#:	Employee#:
	Model:	Make:	Name:
# of private vehicles involved:	<input type="text"/>	Make:	Insurance Co:
	Model:	Year:	Plate#:
Private Vehicle Owner/Driver/Passenger Information			
Driver:	Address:	Telephone#:	
Owner:	Address:	Telephone#:	
Passenger Name:	Address:	Telephone#:	
(To add additional passengers, use Citizens)			
# of Citizens involved:	Address:	Telephone#:	
1.			
2.			
3.			

Property Damage Accidents

Citizen Information & Witness Information

Citizen Information:	Address:	Telephone#:
1.		
2.		
3.		
Witness Information:	Address:	Telephone#:
1.		
2.		

APPENDIX B-7

DAILY CHECKLIST

If the item is working properly when you arrive, write your initials in the appropriate column. If the item is not working properly, correct it and write explanation in the comment area. If immediate attention is needed and you cannot correct the problem call the supervisor. This will enable us to determine that everyone is leaving the tower better than when they came and if someone is not meeting the job requirements.

Bridge: _____ **Week of:** _____

Day	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			
Item	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	
Spoke to previous tender																						
Checked all log entries																						
Radio																						
Transfer switch on auto																						
Binoculars																						
Fender navigation lights																						
Hanging navigation lights																						
Clearance gauge lights																						
Flood lights																						
Seal intact on bypass box																						
House floor swept																						
House floor mopped																						
Control console clean																						
Console lights operational																						
Sidewalks clear																						
First Aid kit complete																						
Bathroom clean																						

Comment Area: _____

APPENDIX B-8

AUXILIARY POWER UNIT WEEKLY CHECKLIST

Month & Year: _____ Bridge: _____

	Week One	Week Two	Week Three	Week Four	Week Five
Name					
Date					
Oil Level					
Water Level					
Fuel Level (percentage)					
Time generator started					
Time bridge opened					
Time generator shut down					

Check all fluid levels prior to running generator. A test run is required once a week for a period of at least 30 minutes to insure proper operation. During this testing period a bridge opening is required. Under the comments section, each week include all pertinent information relative to any corrective action taken, needed, or reported. (Example) water level low added 1 gal, oil leak noted (location) etc. Each week write a brief description on how the engine, electrical systems, and mechanical systems responded.

COMMENTS:

WEEK ONE
WEEK TWO
WEEK THREE
WEEK FOUR
WEEK FIVE

APPENDIX C

ACKNOWLEDGEMENT OF READING BRIDGE TENDERS MANUAL

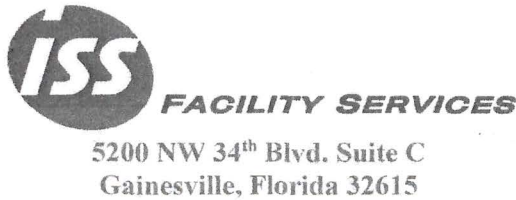
I, _____, Bridge Tender, employed by _____ hereby acknowledge that I have read the PINELLAS COUNTY BRIDGE TENDERS MANUAL and understand all of the contents and directions contained therein.

REMARKS: _____

Bridge Tender Date

Contractor Date

Department Date



SUPERVISOR / TENDER COMPLIANT HIRING PRACTICES

April 29, 2019
ITB 189-0265

Herein is our **ISS Facility Services** signed statement outlining our ISS Bridge Tender Supervisor and Bridge Tender compliant hiring practices.

All onboarded ISS Tenders have received and passed physicals per FDOT requirements.
All onboarded ISS Tenders have received and passed drug and alcohol tests.
All onboarded ISS employees have been background checked and are cleared for hire.

ISS Bridge Tender Supervisors are interviewed and hand-chosen from vetted experienced current bridge tenders, having a minimum of 1 year's bridge tending experience, as per FDOT requirement. Our current Bridge Tender Supervisor, Sid Pencook, who has been serving as the Pinellas County Bridge Tender Supervisor for the past 3 years, has many years of experience, far exceeding the minimum standard. All Bridge Tender Supervisors have met the FDOT standards and training requirements mandated for Bridge Tenders.

All new ISS Bridge tenders are trained on site for a minimum of 32 hours, as per the FDOT requirement, to include 8 dark hours. They are given a written examination and must score a minimum of an 80 percent. Finally, new tenders are given an operational test where they are observed opening the bridge following all the prescribed ISS opening steps and procedures.

ISS is a well-established drawbridge operations company providing safe qualified bridge tenders at over 48 locations throughout Florida, including Pinellas County Park Blvd Bridge and Dunedin Causeway Bridge. Our experienced supervisors will fully comply with all FDOT guidelines for moveable bridge operations.

ISS is fully insured, including Contractors Liability and Workman's Compensation insurance. Our insurance agent, at your request, will provide a Certificate of Insurance. ISS is a drug-free business dedicated to providing quality services and equal employment opportunities.

We appreciate this opportunity to offer our proposal for your bridge tending services. If there are any questions, please feel free to call me.

Sincerely,

Jon Ellis
ISS Bridge Division
Operations Manager
Cell: (561) 889-6207