



# Pinellas County

315 Court Street  
Clearwater, Florida 33756

## Master

**P.I.D 002598A**

**File Number: 18-929A**

**File ID:** 18-929A

**Type:** Contract/Agreement

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**Department:** Public Works

**File Created:** 06/12/2018

**Subject:**

**Final Action:** 10/23/2018

**Title:** Award of bid to Florida Safety Contractors, Inc. for the Advanced Traffic Management System project at Alternate U.S. Highway 19 South from State Road 60 to 34th Street North.

**Internal Notes:** Wet Signature Required

**Sponsors:**

**Enactment Date:**

**Attachments:** FE Agreement with Florida Safety Contractors Inc, Agreement, Project Location Map.pdf, Bid Tabulation, Florida Safety Contractors, Inc. Bid Submittal

**Enactment Number:**

**REF #:** 178-0458-CP (JJ)

**Hearing Date:**

**Drafter:** jjust@pinellascounty.org

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of County Commissioners	10/23/2018					
	<b>Notes:</b>	Bid No.178-0458-CP (PID No. 002598A) in the amount of \$2,160,181.25 awarded on the basis of being the lowest responsive, responsible bid received meeting specifications; all work is expected to be completed within 365 consecutive calendar days. Chairman authorized to sign and the Clerk to attest.					



Joe Lauro, CPPO/CPPB  
Director

August 2, 2018

TO: ALL PREQUALIFIED BIDDERS

INVITATION TO BID: ATMS Alternate US Hwy 19 South SR 60 to 34<sup>th</sup> Street  
N (PID # 002598A)

BID NUMBER: 178-0458-CP(JJ)

BID SUBMITTAL IS DUE: August 30, 2018 @ 3:00 P.M.

### **ADDENDUM NO. 1**

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

#### **ADVISORIES:**

The Definitions section of the Invitation to Bid has been revised and is explained below under "Clarifications". The attachments titled "Section D Specifications" and "Section H Agreement" have also been revised and are explained in the "Clarifications" section of this addendum.

#### **CLARIFICATIONS:**

Invitation to Bid - Page 4 of 65, Definitions, FDOT Specifications shall be amended as follows: "(latest edition)" shall be deleted and replaced with "**(current edition at the letting date)**".

Section D Specifications – First page and paragraph underlined in bold shall be amended as follows: delete "AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DIVISIONS II AND III ONLY (LATEST EDITION)", and replace with "AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DIVISIONS II AND III ONLY **(CURRENT EDITION AT LETTING DATE)**."

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



Section D Specifications – First page, Order of Precedence, No. 6 shall be amended as follows: delete “FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – latest edition. Division I is not applicable.”, and replace with “FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – **current edition at letting date**. Division I is not applicable.”

Section H Agreement, paragraph 4 shall be amended as follows:

- delete the hanging No. 5;
- “(4) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only-latest edition. Division I is not applicable” **shall be replaced with** “(4) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only- **current edition at letting date**. Division I is not applicable.”




All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 50 of 65 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in cursive script that reads "Joe Lauro CPPB/CPPO".

Joe Lauro, CPPO/CPPB  
Director of Purchasing


<b>SUBMIT TO:</b> PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756				<b>BID NUMBER: 178-0458-CP (JJ)</b> 	
<b>ISSUE DATE:</b> July 27, 2018		<b>TITLE: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)</b>			
<b>SUBMITTAL DUE: August 30, 2018 @ 3:00 P.M.</b>					
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED				<b>PRE-BID DATE &amp; LOCATION:</b> NOT APPLICABLE	
<b>DEADLINE FOR WRITTEN QUESTIONS:</b> August 17, 2018 BY 3:00 P.M.		<b>SUBMIT QUESTIONS TO: Jim Just AT</b> jjjust@pinellascounty.org Phone: 727-464-3205 Fax: 727-464-3925			
Engineering Estimate \$2,707,191.00		<b>THE MISSION OF PINELLAS COUNTY</b> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 <b>JOSEPH LAURO,</b> CPPO/CPPB Director of Purchasing	
Plans Prepared by: Cardno					
Engineer/Project Manager is: Robert Meador, Public Works Traffic Engineering					

**BIDDER MUST COMPLETE THE FOLLOWING**

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

**BIDDER (COMPANY NAME):** Florida Safety Contractors, Inc. **D/B/A** Florida Safety Contractors, Inc.  
**MAILING ADDRESS:** 11825 Jackson Road **CITY / STATE / ZIP** Thonotosassa, FL 33592  
**COMPANY EMAIL ADDRESS:** estimating@floridasafetycontractors.com  
**PHN:** (813) 982-9172 **FAX:** (813) 982-9183  
**\*REMIT TO NAME:** Florida Safety Contractors, Inc.  
 (As Shown On Company Invoice) **FEIN#** 57-1191566 **CONTACT NAME:** David Borchert, Chief Estimator  
**PRINT NAME:** David Borchert  
**EMAIL ADDRESS:** estimating@floridasafetycontractors.com

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

**AUTHORIZED SIGNATURE:**   
**PRINT NAME/TITLE:** Michael K. Reichart, President

RETURN THIS FORM WITH YOUR RESPONSE



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**DEFINITIONS****DEFINITIONS**

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

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

**Approved Equal:** An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

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

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

**Architect/Design Professional/Engineer of Record:** The Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications. The Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

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

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

**Change Order:** A written order authorized by the Board or County Administrator, issued by the Design Professional/Engineer/Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

**Commencement Date:** Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days from the date of the Notice to Proceed.

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

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

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

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

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

**FDOT:** The Florida Department of Transportation.

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

**Final Acceptance:** Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager.

**DEFINITIONS**

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

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

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

**Notice of Award:** The formal document informing the Contractor of its successful selection to construct the Project.

**Notice to Proceed:** Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the architect, project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

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

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

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

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

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

**Plans:** Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer.

**Project:** All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

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

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

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

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

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

**Schedule of Values:** the individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid submittal sheets. The total of the extended units in the Schedule of Values determines the Agreement Amount. The Agreement Amount may only be modified by Change Order approved by the Board, or County Administrator.

**Scope of Work:** The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

**DEFINITIONS**

**Special Notices:** Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications, for a specific Project.

**Specifications:** The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

**Substantial Completion:** The date of "Substantial Completion" of the Work (or designated portions thereof) is the date certified by the Consultant and approved by the Design Professional/Engineer/Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the county can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

**Survey Crew Day:** A unit of measurement for Work by a survey crew in a calendar day.

**Survey and Layout Plan:** See Section B.

**Technical Special Provisions:** Specifications prepared, signed and sealed by the Consultant. These would be listed in the document hierarchy (shown in Section D) ahead of any other "Standard Specifications", if applicable.

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

**Unspecified:** A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

**Work:** All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

**SECTION A - GENERAL CONDITIONS****1. BIDS:**

Bid will be prepared in accordance with the following:

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

**2. DESCRIPTION OF SUPPLIES:**

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

**3. SUBMISSION OF BID:**

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

**4. REJECTION OF BID:**

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

**5. WITHDRAWAL OF BID:**

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

**6. LATE BID OR MODIFICATIONS:**

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

**SECTION A - GENERAL CONDITIONS**

7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
8. **BID TABULATION INQUIRIES:**  
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website ([www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm)) after 30 days to comply with Florida Statute 119.071(1)(b)2.
9. **AWARD OF CONTRACT:**
- (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
  - (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
  - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
  - (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
  - (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.
11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.
12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

## SECTION A - GENERAL CONDITIONS

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

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

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

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

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.



<b>SECTION A - GENERAL CONDITIONS</b>
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18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:** See agreement in Section H
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
- (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
  - (b) When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
  - (c) On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
  - (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

Definitions for Recycled Materials:

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

<b>SECTION A - GENERAL CONDITIONS</b>
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**26. ASBESTOS MATERIALS:**

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

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

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

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

**INVOICE INFORMATION:**

<b>Supplier Information</b>	Company name, mailing address, phone number, contact name and email address as provided on the PO
<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	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](http://www.pinellascounty.org/purchase).

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

**SECTION A - GENERAL CONDITIONS****29. TERMINATION:**

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

- 30. BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.
- 31. DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- 32. MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
- 33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.
- 34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
- 35. EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- 36. NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

## SECTION A - GENERAL CONDITIONS

37. **LOBBYING:** Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

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

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

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

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.
40. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.
41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.
42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

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

**SECTION A - GENERAL CONDITIONS****43. CONFLICT OF INTEREST:**

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

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

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

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)

Fax – 727-464-8386

## SECTION A - GENERAL CONDITIONS

44. **PROTEST PROCEDURE:** As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
  - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
  - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
  - (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
  - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

**SECTION A - GENERAL CONDITIONS**

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

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
  - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

**46. LUMBER PRODUCED IN STATE OF FLORIDA**

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

The following does not apply:

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

**SECTION A - GENERAL CONDITIONS****47. PUBLIC RECORDS – CONTRACTOR’S DUTY**

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



**SECTION B - SPECIAL CONDITIONS****Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)****Bid Number: 178-0458-CP (JJ)****IMPORTANT NOTICE:**

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

**SECTION B – SPECIAL CONDITIONS****INSTRUCTIONS TO BIDDERS:**

1. **PRE-QUALIFICATION OF BIDDER:** Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with the Florida Department of Transportation (FDOT) for Intelligent Transportation Systems type construction in the amount that equals or exceeds their bid. Only those bids from Bidders that meet the pre-qualification requirements from FDOT prior to a bid opening will be considered.
2. **PRICING/PERIOD OF AGREEMENT:** Unit prices bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than **THREE HUNDRED SIXTY-FIVE (365)** consecutive calendar days.
3. **TERM EXTENSION(S) OF AGREEMENT:** N/A
4. **NON-MANDATORY PRE-BID CONFERENCE:** N/A
5. **BID BOND GUARANTEE:**
  - A. All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashier check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
  - B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
  - C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
  - D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

<b>SECTION B - SPECIAL CONDITIONS</b>
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**6. CONTRACT SECURITY:**

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 100% of the Agreement amount, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
1. For contracts that do not exceed \$500,000.00, the Surety Company:
    - a. is licensed to do business in the State of Florida;
    - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
    - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
    - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
    - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
  2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.
  3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

**7. LICENSES, PERMITS, FEES AND TAXES:**

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

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

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.

**SECTION B - SPECIAL CONDITIONS**

8. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.
9. **QUANTITIES:**
- A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the Contractor before placing orders for material. No payment shall be allowed for excess materials.
  - B. Payment for Work performed under this Agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.
  - C. Regardless of uncertainties of material supply and production at the time of bidding, Bidders shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
  - D. Pay items that are required to complete the scope of the Work, as defined by the Project Plans and Specifications may be added to the list of pay items by the Design Professional/Engineer/Project Manager at a later date through a change order process.
10. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.
11. **AWARD OF CONTRACT:** The Contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive Bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.
12. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A Preconstruction Conference will be held following execution of the Contract Documents and prior to the Notice to Proceed.
13. **INTENT OF THE CONTRACT DOCUMENTS:**
- A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
  - B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.
  - C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

**SECTION B - SPECIAL CONDITIONS**

14. **STORAGE OF MATERIALS:** Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.
15. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.
16. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Purchasing Department, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.
17. **CONTRACTORS AND SUBCONTRACTORS:**
  - A. Qualification
    1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.
    2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.
  - B. Identification
    1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.
    2. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

**SECTION B - SPECIAL CONDITIONS****18. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES**

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

**SECTION B - SPECIAL CONDITIONS**

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

F. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.
2. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
3. Failure to Remove and Renew Defective Materials and Work:
  - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
  - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.
4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

**SECTION B - SPECIAL CONDITIONS****19. CONTRACT TIME AND TIME EXTENSIONS**

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

**20. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

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

## SECTION B - SPECIAL CONDITIONS

C. No Work will be permitted on:

New Years Day  
Independence Day  
Thanksgiving Day  
Christmas Day

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

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

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

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED DOLLARS (\$100.00) per man hour for each Saturday and Sunday on which the Contractor Works.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per man hour for each recognized Holiday on which the Contractor Works.
- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

## 21. LIQUIDATED DAMAGES

- A. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, TWO THOUSAND SEVEN HUNDRED TWELVE DOLLARS (**\$2,712.00**) for each Calendar day after the Contract Time. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

## 22. PINELLAS COUNTY'S COMMITMENT TO SAFETY

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



**SECTION B - SPECIAL CONDITIONS****23. CHANGES IN THE WORK**

- A. Without invalidating the Agreement, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the ten percent (10%) markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.
- G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

**24. CLAIMS AND DISPUTES**

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.
- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

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

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.
- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
  - 1. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
  - 2. The stored material must be approved as meeting applicable Specifications.

<b>SECTION B - SPECIAL CONDITIONS</b>
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**MEASUREMENT AND PAYMENT (CONTINUED)**

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
4. The Contractor shall furnish the County with copies of certified invoices to document the value of the materials received. The contractor's documentation for stored materials payment shall also include a reconciliation of the beginning balance, materials purchased, materials used, and ending balance. The amount of the partial payment will be determined from invoices for the material not to exceed one half of the unit value bid in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented on the certified invoices for the materials received.
6. Partial payments will not be made for materials which were stored prior to award of the Contract for the Project.
7. If payment is made the materials shall become the property of the County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason.

**26. PAYMENTS TO CONTRACTOR**

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.
- B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.
- G. Progress Payments: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- H. Invoices: See Section A General Conditions Payments/Invoices

**SECTION B - SPECIAL CONDITIONS****27. ACCEPTANCE AND FINAL PAYMENT**

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).
- D. Final Acceptance
1. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.
  2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.
- E. Waiver of Claims
1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
  2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.
- F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.
- G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

<b>SECTION B - SPECIAL CONDITIONS</b>
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28. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or un-liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

29. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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

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

31. **SITE INVESTIGATION**

- A. Each Contractor shall visit the site of the proposed Work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint itself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. The Geotechnical Report dated **October 6, 2017 (Revised March 15, 2018)**, as prepared by **MC Squared Inc.**

The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.

**SECTION B - SPECIAL CONDITIONS****SITE INVESTIGATION (CONTINUED)**

- D. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- E. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- F. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

**32. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.
- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

**SECTION B - SPECIAL CONDITIONS****33. OTHER WORK**

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within forty-eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

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

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
  - a. Failing to begin Work under the Contract Documents within the time specified herein;
  - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
  - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
  - d. Discontinuing the prosecution of the Work;
  - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
  - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
  - g. Allowing any final judgment to stand unsatisfied for more than ten days;
  - h. Making an assignment for the benefit of creditors;
  - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
  - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

**SECTION B - SPECIAL CONDITIONS****TERMINATION (CONTINUED)**

4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

**B. Termination for Convenience and Right of Suspension**

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

**35. SUBSTITUTIONS/ APPROVED EQUAL(S) PRIOR TO BID OPENING**

- A. The materials, products and equipment described in the Contract Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Pinellas County Purchasing Department, by the question deadline on page 1. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Purchasing Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

**36. SUBMITTALS AFTER AWARD**

- A. Schedule
  1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.
  2. For lump sum items within Section E, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.



**SECTION B - SPECIAL CONDITIONS**

3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
  4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.
  - C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within thirty (30) calendar days after notice of award is received by Contractor.
  - D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
  - E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
  - F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.

<b>SECTION B - SPECIAL CONDITIONS</b>
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## G. Shop Plans/Working Plans

1. Seven (7) complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for precasting or any other relevant information on details necessary for review.
2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

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

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

## H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.

**SECTION B - SPECIAL CONDITIONS**

5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.

- I. The Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

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

**37. RIGHT TO AUDIT**

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

**38. INTEREST ON JUDGMENTS:**

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

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

**40. SURVEY AND LAYOUT**

The requirements below (A-H), shall only be applicable when there is a pay item for the contractor to perform the Survey and Layout. If there is no separate pay item for "Survey and Layout by Contractor", then the County shall perform the Survey and Layout.

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.

<b>SECTION B - SPECIAL CONDITIONS</b>
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- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:
1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.
  2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.
41. **CONFORMITY OF WORK WITH PLANS**
- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.
42. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.
43. **GUARANTEE OF WORK:** All Work shall be guaranteed for EIGHTEEN (18) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.
44. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within EIGHTEEN (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

<b>SECTION B - SPECIAL CONDITIONS</b>
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45. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) CDs/DVDs or travel drives in PDF format. The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

**Instructions for Providing Files in PDF Format to Pinellas County Government**

**A. Why does Pinellas County Government want all the documents as PDF files?**

**Answer-** It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

**B. How do I convert my files to PDF format?**

**Answer-** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

**C. Should I scan everything and save as PDF?**

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

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

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

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

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

**Tips & Best-Practice Recommendations**

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

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

Notice: Bidder's must provide a certificate of insurance and endorsement in accordance with the insurance requirements and procedures listed below. Failure to provide the required insurance may result in the County to vacate the original determination or recommendation and proceed with recommendation to the next lowest, responsive, responsible Bidder.

- a) Solicitation submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, solicitation submittals shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation prior to commencement of work.
- b) Within 10 days of contract award or notification and prior to commencement of work, Bidders shall email their certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with the solicitation was a compliant certificate, no further action may be necessary. It is imperative that Bidder's include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph h) 3 for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the solicitation process and/or contract period.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by 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 the County, 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.
- e) The County reserves the right, but not the duty, to review and request a copy of the Bidder's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

<b>SECTION C – INSURANCE REQUIREMENTS</b>
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- f) If subcontracting is allowed under this solicitation, the awarded 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. In addition subcontractors shall meet requirements of CSXT Facilities Encroachment Agreement – Agreement No. CSX858401*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall:
- (a.) 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;
  - (b.) Provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract;
  - (c.) Provide that any Party listed in (h)(3) below will be an additional indemnified party of the subcontract;
  - (d.) Provide that any Party listed in (h)(3) below will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
  - (e.) Provide waiver of subrogation in favor of any Party listed in (h)(8) below and other insurance terms and/or conditions as outlined below;
  - (f.) Assign all warranties directly to the County; and
  - (g.) Identify the County as an intended third-party beneficiary of the subcontract.
- (2) 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 same requirements and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) The awarded Bidder shall obtain and maintain at all times during its performance of the contract, 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 companies Licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If responding Bidder is a Joint Venture as outlined in the solicitation the certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the same requirements with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Any company 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 awarded Bidder.
  - (3) 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, The State of Florida Department of Transportation, and CSX Transportation, Inc as Additional Insureds. Indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
  - (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (6) All policies shall be written on a primary, non-contributory basis.

**SECTION C – INSURANCE REQUIREMENTS**

- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that 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.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County, a Political Subdivision of the State of Florida, the State of Florida Department of Transportation, and CSX Transportation, Inc. from both the Bidder and subcontractor(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (9) For acceptance of any coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of required limits per occurrence by line of coverage
- i) The minimum insurance requirements and limits for this contract, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$1,000,000
Per Employee Disease	\$1,000,000
Policy Limit Disease	\$1,000,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No XCU crane or boom weight exclusion, Must include CG 24 17 endorsement for work within 50 ft of railroad or separate Railroad Protective Liability Policy must be carried to meet requirements of *CSXT Facilities Encroachment Agreement – Agreement No. CSX858401*

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 including loading and unloading coverage. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis. Insurance is 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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**SECTION C – INSURANCE REQUIREMENTS**

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No XCU crane or boom weight exclusion, Must include CG 24 17 endorsement for work within 50 feet of railroad. Policy must be carried to meet requirements of *CSXT Facilities Encroachment Agreement – Agreement No. CSX858401*

Limits

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

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

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

Limits

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

- (6) Railroad Protective Liability. Subject to terms outlined in *CSXT Facilities Encroachment Agreement – Agreement No. CSX858401*.

Limits	Per Occurrence	\$5,000,000
	Aggregate	\$10,000,000

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





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

**(3)** In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
  - (a) During the policy period; and
  - (b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

**B.** With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

#### **When You Add Others As An Additional Insured To This Insurance**

##### **(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

##### **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

##### **(c) Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

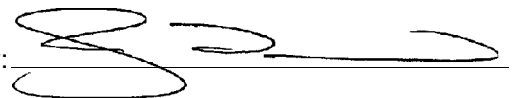
Date Prepared: March 8, 2018

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: May 1, 2018

Policy Number: 196-38935

Countersigned by:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

Insured: Florida Safety Contractors, Inc.

**WC 00 03 13** (Ed. 4-84)

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

## b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.



## Insurance Compliance Review

*Please note: The Insurance & Contractual Risk Division reviews requests to assess risk, assign insurance requirements and provide compliance reviews for insurance certificates. However, this review does not imply approval for any event, purchase, service or project. It is the requestor's responsibility to obtain all necessary approvals.*

Date: 11/28/18

Contract#: 178-0458

Vendor: Florida Safety Contractors

General Liability:	<u>Met</u>	<hr/>
Auto:	<u>Met</u>	<hr/>
Excess:	<u>Met</u>	<hr/>
Worker's Comp:	<u>Met</u>	<hr/>
Pollution:	<u>Met</u>	<hr/>
Professional:	<u>N/A</u>	<hr/>
Railroad		<hr/>
Protective:	<u>Met</u>	<hr/>

**Specialty** Choose

Crime: <u>Choose</u>	Install Floater: <u>Choose</u>	Garage Keep/Gar Liab: <u>Choose</u>
Builder's Risk: <u>Choose</u>	Aviation: <u>Choose</u>	
Inland Marine: <u>Choose</u>	Water Craft: <u>Choose</u>	

**Endorsements**

Additional Insured: Form box checked: Yes                      Endorsement rec'd:  Yes  No

Waiver of Subrogation: Form box checked: Yes

Liquor: Choose                      Long Shore: Choose

    "Primary, non-contributory" specified on certificate description box: Yes

Certificate holder made out to: "**Pinellas County, A Political Subdivision of the State of Florida**"?  Yes  No

Compliance Status: In Compliance

Comments: Received revised cert

1<sup>st</sup> Reviewer: Rick Kahler

2<sup>nd</sup> Reviewer: \_\_\_\_\_

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

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid Number: 178-0458-CP (JJ)**

Work consists of the installation of conduit, fiber optic cable, dynamic message signs and associated structures, CCTV cameras and associated poles, vehicle detection systems, Intelligent Transportation Management (ITS) field cabinets, concrete barrier wall, and guardrail.

Specifications and Plans can be obtained by downloading from the Purchasing website at [http://www.pinellascounty.org/PURCHASE/Current\\_Bids1.htm](http://www.pinellascounty.org/PURCHASE/Current_Bids1.htm) you will be directed to www.DemandStar.com

This section may contain special notices if applicable.

This solicitation contains the following files:

1. Invitation to Bid
2. Agreement
3. Section D Specifications
4. Section E – Bid Submittal Sheets (Microsoft Excel)
5. Appendix 1 – Permits
6. Appendix 4 – Special Notices
7. Appendix 4 – CSXT Agreement
8. Appendix 4 – TRIP Agreement (State-Funded Agreement)
9. Appendix 6 – Geotechnical Report
10. Plans



**SECTION D SPECIFICATIONS**  
**ROAD AND STREET CONSTRUCTION**

P.I.D. No. 002598A

**ATMS Alternate US 19 South - SR 60 to 34<sup>th</sup> Street N**

In Pinellas County, Florida

**TO ACCOMPANY PINELLAS COUNTY PUBLIC WORKS STANDARD TECHNICAL SPECIFICATIONS FOR ROADWAY AND RELATED CONSTRUCTION (LATEST EDITION), PINELLAS COUNTY UTILITIES DEPARTMENT STANDARD TECHNICAL SPECIFICATIONS FOR UTILITIES AND RELATED CONSTRUCTION (LATEST EDITION), AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DIVISIONS II AND III ONLY (LATEST EDITION):**

The **Order of Precedence** for Pinellas County Public Works technical requirements shall be as follows:

- (1) Construction change orders
  - (2) Contract addendums
  - (3) Pinellas County Public Works Supplemental Specifications for Traffic Control Signals and Devices, and Signing, Pavement Marking and Lighting **listed in Section D of this contract.**
  - (4) Pinellas County Public Works Special Provisions (Special Provisions). **Listed in Section D of this contract.**
  - (5) Pinellas County Public Works Standard Technical Specifications for Roadway and Related Construction– latest edition (Roadway Std. Tech. Specs.).
  - (6) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – latest edition. Division I is not applicable.
  - (7) Pinellas County Project Specific Construction Plans for this contract.
-

# **SECTION D SPECIAL PROVISIONS**

(Amends the Pinellas County Standard Technical Specifications for  
Roadway and General Construction)

<http://www.pinellascounty.org/technical/pdf/roadway-tech-specs-January-2018.pdf>

## **SPECIAL PROVISIONS**

1. **Section 104 of the Public Works Roadway Std. Tech. Specs. – Prevention, Control and Abatement of Erosion & Water Pollution:** Amended Basis of Payment. There is no separate bid item for Prevention, Control and Abatement of Erosion & Water Pollution. The cost for Prevention, Control and Abatement of Erosion & Water Pollution shall be included in the items of the work listed in the “Bid Submittal Sheets” (Schedule of Values).
2. **Section 120 – Grading:** Amended Basis of Payment. There is no separate bid item for Grading. The cost for Grading shall be included in the items of the work listed in the “Bid Submittal Sheets” (Schedule of Values).

# **SECTION D SUPPLEMENTAL SPECIFICATIONS ROADWAY / DRAINAGE**

(The following supplemental specifications are in addition to the Pinellas County Standard  
Technical Specifications for Roadway and General Construction)

<http://www.pinellascounty.org/technical/pdf/roadway-tech-specs-January-2018.pdf>

**SECTION D  
SUPPLEMENTAL SPECIFICATIONS**

**TRAFFIC CONTROL SIGNALS AND DEVICES**

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This section is to be used in conjunction with the 600 series of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. Where these specifications are silent, the FDOT Standard Specifications shall be used. Where these specifications speak to specific areas, they shall replace that section, paragraph, or word in the FDOT Standard Specifications.

With the exception of references to specific Florida Department of Transportation lists, manuals, procedures, policies, offices, website URLs, and operating systems, such as SunGuide, when the "Department" or "FDOT" is mentioned in the 600 series of the FDOT Standard Specifications, it shall be read as the "County". This shall include descriptive markings for materials covered in the FDOT Standard Specifications.

SECTION 519  
BOLLARD

**519-1 Description.**

Furnish and install bollard in accordance with the Plans.

**519-2 Materials.**

Meet the following requirements:

Concrete.....Section 346

Steel.....Section 962

Paint.....ASTM D422-05, Federal Standard 595 color  
13591 OSHA Safety Yellow

**519-3 Construction Requirements.**

**519-3.1 Concrete:** Concrete for the steel pipe fill and footer must meet a minimum strength of 3000 psi.

**519-3.2 Steel Pipe:** Steel pipe must be a galvanized continuous 8 foot piece of 6 inch schedule 40.

**519-4 Installation.**

**519-4.2 Concrete:** The dimension for the pipe footer will be 24 inches in diameter with a depth of 48 inches. The top of the footer must be 1 inch higher than the surrounding grade to facilitate drainage.

**519-4.1 Steel Pipe:** The steel pipe will be filled with and set in concrete as specified herein. The pipe must be buried in concrete to a minimum depth of 48 inches.

**519-4.1 Paint:** The above ground portion of the pipe must be painted with two coats of “Safety Yellow” paint. Application and cure time per manufacturers recommendations.

**519-5 Shop Drawings.**

A color chip with the manufacturers name and color number of the proposed “Safety Yellow” paint will be provided to the County for approval.

**519-6 Method of Measurement.**

The quantity of bollard to be paid for will be the plan quantity, per each installed and accepted.

**519-7 Basis of Payment**

Price and payment will be full compensation for all work specified in this Section, including all materials, labor and incidentals required to complete the installation.

Payment will be made under item no. 519-78, Bollards, Permanent – per each

## **SECTION 630 CONDUIT**

630-1 Description. (Section 630-1 shall be replaced with the following)

Furnish and install conduit and a locate system for traffic control signals and devices, highway lighting, fiber optic cable, and other electronically powered or operated devices as shown in the Contract Documents. Ensure that the conduit complies with the requirements of Section 630 of the FDOT Standard Specifications.

Place the locate system along any underground conduit installation. Ensure that the locate system includes aboveground route markers, warning tape, tone wire, and electronics that allow detection of buried conduit and other related underground facilities.

630-2 Materials.

630-2.5 Route Markers: (Section 630-2.5 shall be replaced with the following)

Route markers shall be the electronic route marker (ERM) type. Ensure the ERM is a rigid, tubular, driven post used for location and notification purposes only. Ensure the ERM includes a termination board to provide aboveground access to locate wire buried with conduit and cable runs.

Ensure that each ERM is labeled with identifying information as detailed in the plans or in the County Standards.

630-3 Installation Requirements.

630-3.1 General: (The following shall be added to Section 630-3.1)

Inner ducts installed inside outer ducts shall extend a minimum of 2 feet beyond the ends of the outer duct to allow for shrinkage of the inner duct. Remove and replace any inner ducts that do not extend beyond the ends of the outer duct.

630-3.9 Fiber Optic Cable Locate Wire: (Only the last paragraph of Section 630-3.9 shall be replaced with the following)

Test the locate system with electronic equipment that is designed specifically for locating buried pipes and cables. Ensure that the locate system is able to detect the location and depth of the locate wire buried with conduit and cable runs. Ensure that the locate equipment is capable of locating faults in the sheath of a buried locate wire. Ensure that the locate system electronic equipment includes a transmitter, receiver, and electronic markers as shown in the plans and approved by the Engineer.

630-3.10 Route Markers: (The following shall be added to Section 630-3.10)

Install route markers as shown in the plans and as directed by the engineer.

Set the route markers concurrently with the conduit system installations and prior to the fiber cable installation.

Excavate and install the bottom of the marker post to a depth of 4 feet, unless rock or

other subsurface obstacles occur, in which case the steel post may be installed to a minimum depth of 2 feet with a concrete slurry backfill of 6 inches around the post. In either case, ensure that the top of the marker post is no more than 6 feet above the finish grade.

#### 630-4 Method of Measurement.

630-4.2 Furnish and Install: (The first paragraph of Section 630-4.2 shall be replaced with the following)

The Contract unit price per foot of conduit, furnished and installed, will include furnishing all hardware, and materials and all testing as specified in this Section and the Contract Documents, and all labor, casings, removal of excavated materials and spoils, removal and disposal of drilling fluids, buried cable warning tape, locate wire, electronic route markers grounded and protected as shown in the plans, trenching, boring, backfilling, flowable fill and restoration materials necessary for a complete and accepted installation. The price of the conduit shall include the cost to verify and clean out all new and existing 4" outer duct conduit, as well as all inner ducts. The conduit and locate system shall be warranted, made fully operational, and tested according to this specification.



## **SECTION 633 COMMUNICATIONS CABLE**

### 633-2 Materials.

#### 633-2.1.1.9 Performance Requirements:

633-2.1.1.9.1 Operating Temperature: (Section 633-2.1.1.9.1 shall be replaced with the following)

Ensure that the shipping and the operating temperature range of fiber optic cable meets or exceeds -30° to 165° F [-34° to 74° C] as defined in the environmental requirements section of the NEMA TS 2 standard.

#### 633-2.1.2.2 Splice Trays: (The following shall be added to Section 633-2.1.2.2)

Splice trays shall accommodate a minimum of 144 splices.

#### 633-2.1.3 Cable Terminations: (The following shall be added to Section 633-2.1.3)

Ensure that all connectors have an operating and storage temperature range of 30° to 165° F [-34° to 74° C] as per the NEMA TS 2 standard.

633-2.1.3.1.1 Fiber Optic Drop Cable: Pre-terminated 12 count single mode fiber optic drop cables for installation and splicing into the existing trunk cable shall be supplied by the Engineer.

The drop cable assembly is comprised of a factory terminated drop cable integrated into a protective housing and a custom length of drop cable. The Patch Panel is black in color and built of an Acrylonitrile Butadiene Styrene (ABS) Plastic, and has six duplex ST SM couplers (total of 12 terminated fibers) with ceramic inserts arrayed at a 45-degree stair-stepped arrangement to facilitate easy access to each coupler pair. Each coupler port has labels affixed to designate the port number and the fiber numbers terminated to that port respectively. The fiber optic connectors on the inside of the housing are constructed with all ceramic ferrules. The fiber is secured into the ferrule using a heat-cured epoxy and shall be factory terminated and polished. A full 100 percent of the fiber terminations shall be optically and visually tested for attenuation and reflectance, and shall exhibit an optical performance with a maximum insertion loss of 0.5 dB on average and a maximum loss of 0.7 dB. The terminations shall have a minimum return loss of 40 dB.

The inside of the housing shall be filled with an environmentally and temperature stable epoxy to permanently secure the connectors and the cable on the inside of the housing and to protect the fiber optic components from vibration and shock. The epoxy shall be thermally stable from -20° C to 74° C. The housing shall incorporate a 2.5-inch minimum strain relief boot around the exiting drop cable to provide bend radius protection and short-term cable retention of at least 200 lb./ft. The housing has integrated mounting notches for field mounting.

The assembly shall be shipped coiled or on a spool, in either case the free end of the cable shall be on the top end of the coil or spool.

#### 633-2.1.5 Handling:

633-2.1.5.3 Packaging, Shipping and Receiving: (The following shall be added to Section 633-2.1.5.3)

8. Ensure that all delivered cable has been manufactured within 6 months of the delivery date.

633-5 Method of Measurement.

633-5.2 Furnish and Install: (The following shall be added to Section 633-5.2)

Fiber optic connection hardware, including fan out kits, ST patch cords, and preterminated patch panels shall be measured per each furnished and installed. Ensure the preterminated patch panel is sized to occupy the minimum space required to adequately accommodate fiber capacity of two 144 count cables.

**SECTION 635**  
**PULL, SPLICE, AND JUNCTION BOXES**

635-2 Materials.

635-2.2 Pull and Splice Boxes:

635-2.2.2 Marking: (Section 635-2.2.2 shall be replaced with the following)

Ensure the following information is permanently cast into the top surface of all pull and splice box covers:

1. Unless otherwise shown in the plans, mark covers as follows:
  - SIGNAL for signalized intersections
  - ATMS for fiber optic cable
  - ELECTRICAL for other electrical applications
2. All pull and splice box covers shall be orange

635-2.2.3 Dimensions: (Section 635-2.2.3 shall be replaced with the following)

Unless otherwise shown in the plans, provide pull and splice boxes with the following dimensions.

For signalized intersection and lighting applications, provide pull boxes with nominal dimensions of 13 inches wide by 24 inches long (cover) and no less than 12 inches deep. Ensure the inside opening area is a minimum of 240 square inches and no inside dimension is less than 12 inches.

For fiber optic cable applications, provide pull boxes with nominal dimensions of 24 inches wide by 36 inches long (cover) and no less than 36 inches deep.

Provide rectangular splice boxes with nominal dimensions of 30 inches wide by 60 inches long (cover) and no less than 40 inches deep.

A 1'-0" (min) wide concrete apron, with wire mesh, shall be placed around splice and pull boxes, or as shown on the plans.

635-2.2.4 Fabrication: (The following shall be added to Section 635-2.2.4)

Ensure pull and splice boxes are constructed of polymer concrete consisting of an aggregate matrix bound together with a polymer resin. Ensure that box construction includes internal reinforcement by means of steel or fiberglass, or a combination of the two. Ensure that the box is equipped with an orange, non-skid cover secured with hex-head bolts and any other miscellaneous hardware required for installation or as shown in the plans.

Ensure splice boxes are equipped with cable racks, hooks, and pulling eyes along with any other miscellaneous hardware required for installation or as shown in the plans.

**SECTION 641 PRESTRESSED**  
**CONCRETE POLES**

641-1 Description: (The following shall be added to Section 641-1)

Contractor must ensure the pole and lowering device operate as one complete functioning unit. Shop drawings for the pole and lowering device must be submitted for review together as one complete submittal.

641-2 Materials. (The following shall be added to Section 641-2)

641-2.1.1 Pole: Ensure the pole has a hand hole installed 180 degrees from the cabinet conduit penetrations of the pole.

For poles with lowering devices, ensure the pole has a hand hole of sufficient size to provide access to the pole interior and for temporarily securing and operating the lowering tool.

## **SECTION 660 VEHICLE DETECTION SYSTEM**

660-1 Description (The following shall be added to Section 660-1)

The local intersection detection shall be capable of vehicle presence detection and traffic data collection and shall be installed and configured into an existing NEMA TS2, Type 1 traffic signal controller cabinet with 2070E controller.

660-2.1.2.2 Video Image Detection System (VIDS): (The following shall be added to Section 660-2.1.2.2)

Install a Machine Vision Processor (MVP) video detection system (VIDS) (Econolite Solo Terra model) provided by the Engineer as shown in the plans and directed by the Engineer. Contractor shall be familiar with video detection systems installation and requirements.

660-2.1.2.2.1 Configuration and Management: (The following shall be added to Section 660-2.1.2.2.1)

Ensure that the VIDS is configured to perform vehicle detection and data collection functions by analyzing video signals in order to detect moving and stopped vehicles within the video image.

Ensure that the ancillary equipment needed for each VIDS installation is fully compatible with the existing video detection equipment on the corridor. Ensure that the VIDS are configured to resolve closely spaced vehicles and rejects adjacent lane vehicles.

The contractor, shall program basic configurations according to the manufacturer's recommendations. Configuration information consists of all user-definable parameters, including, but not limited to, detection zone placement, data acquisition and logging parameter, baud rate settings, data collection intervals, input and output configuration, and calibration settings.

660-2.1.2.2.3 Machine Vision Processor: (The following shall be added to Section 660-2.1.2.2.3)

Ensure that the Machine Vision Processor (MVP) emulates standard in-pavement loops by producing vehicle volume, occupancy, and speed data for every detection zone.

660-3.3 Video Detector Installation: (The following paragraphs and sections shall be added to Section 660-3.3)

The County shall provide the VIDS panels to the Contractor. The Contractor shall install the VIDS panels and modules in existing traffic controller cabinets in accordance with the manufacturer's recommendations. Before mounting the panels within the cabinet, check with the County signal shop for mounting location of the VIDS panel. The Contractor shall provide all materials to mount the VIDS panel within the cabinet.

Provide any incidental equipment needed to mount the VIDS to the concrete strain poles and mast arms. Equipment provided by the Engineer shall include the VIDS mini-hub, interface

panel, VIDS camera, camera cabling, and mounting bracket. Provide all other hardware necessary for a complete video detection installation.

#### 660-3.3.1 Camera Placement and Aiming:

Install the VIDS camera at the minimum mounting heights in accordance with manufacturer's requirements. Ensure the VIDS cameras are properly fastened on a mounting arm at a prescribed height so that the camera is tilted below the horizon and with the camera facing at an angle that will enable the cone of view to include the downstream traffic flow in accordance with manufacturer's requirements. Verify that detection quality is not degraded due to excess movement and vibration of the assembly.

During installation, zoom to the detection area to eliminate environmentally generated glare and improve the camera's image. For mounts over the travel lane, place the camera as recommended by the manufacturer and as shown in the plans.

#### 660-3.3.2 Testing:

Contractor shall give no less than seven (7) working days notice in requesting that testing be performed on the detection devices. The Contractor shall have all project-wide detection devices installed prior to requesting testing. The Engineer and manufacturer's representative shall perform the required testing on the VIDS. The Contractor shall be present for the VIDS testing to provide any adjustments to the VIDS cameras as deemed necessary. The Contractor shall have any necessary equipment available during the testing to complete an acceptable installation. This could include a bucket truck for VIDS detector realignment.

#### 660-3.3.3 System Acceptance Criteria:

Within 10 (ten) calendar days of completion of the tests, the Engineer shall either accept or reject the work. If rejected, the Engineer shall specify the defect or failure in the work. Notification of acceptance or rejection of the work shall be by delivery of written notice to the Contractor.

#### 660-3.3.4 Testing and Troubleshooting Assistance:

During the life of the contract, assist the Engineer in replacing any above-ground detection system part or device found to be defective at no cost to the County within 10 calendar days of notification by the Engineer. Assistance shall include any equipment, labor, and traffic control to recover the faulty detection equipment and install a new device, provided by the Engineer, in any particular location on the project (one visit for removal and replacement).

## **SECTION 670 TRAFFIC CONTROLLER ASSEMBLIES**

670-1 Description. (Replace Section 670-1 with the following)

Furnish and install a traffic controller assembly. .

670-2 Materials. (Section 670-2 shall be replaced with the following paragraph and sections)

The traffic controller assembly shall consist of a fully loaded TS2 Type 1 traffic signal controller cabinet. This assembly includes the 2070E signal controller. These cabinets shall

follow the TS2 Type 1 standard as published by the National Electrical Manufacturers Association (NEMA), and shall conform to the applicable requirements of the latest issues and addenda in effect on the date of advertisement, relative to manufacture conforming to current industry codes and standards. All components must be compatible with each other and communicate without error to other components in the cabinet. The cabinet shall be configured to contain a 2070E controller, which shall be compatible with the existing traffic adaptive system in use by Pinellas County via the use of an external unit provided by the adaptive system provider. The controller shall include the latest version of Econolite ASC3 firmware and/or shall be 100% compatible with existing firmware that interfaces with the existing adaptive signal control software currently used at adaptive locations. For non-County designed projects, the Contractor must provide a letter from the Manufacturer certifying that the firmware provided meets all specifications for interfacing with the traffic adaptive system. Shop drawings must be submitted detailing configuration and layout of the cabinet, controller, and the components inside the traffic signal cabinets for approval.

670-2.1 Cabinet Features and Composition: Cabinet shall be a NEMA Type 7, Florida Department of Transportation (FDOT) Type 6 (44" x 72" x 24") cabinet, to be installed according to FDOT Standard Specifications for Road and Bridge Construction Sections 670 and 676, and the latest NEMA TS2 Standard. The equipment shall be on the Approved Products List (APL) for traffic control devices. Cabinet shall be equipped with removable lifting tabs, capable of supporting the weight of the entire cabinet assembly in an upright position.

670-2.2 Cabinet Configuration: In no case shall a cabinet be provided which does not have hardware interchangeability with a standard TS2 Type 1 cabinet from other manufacturers. The cabinet must be modular in design and must utilize Military Spec connectors on cabling for main panel (no hardwire), detector racks, malfunction management unit (MMU), and controller. The cabinet must be fully loaded including all load switches, flashers, relays, and all components necessary to operate a signalized intersection. The cabinet must be designed and configured to serve 32 separate channels of vehicle and pedestrian movements. The interior walls of the cabinet must be painted white. The cabinet must utilize Electronic Industries Alliance (EIA) 485 communications to devices within the cabinet. The cabinet must include as a minimum the following:

- Main panels are to be provided with a mounting mechanism which allows easy access to all wiring on the rear of the panel without the removal of any cabinet shelves. Lowering or complete removal of the main panel shall be able to be accomplished without the use of hand tools.
- All load switch and flash transfer relay socket reference designators must be silkscreen labeled on the front and rear of the main panel to match drawing designations. Socket pins must be marked for reference on the rear of the panel.
- The main panel must incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into mechanical flash. The relay must have a momentary pushbutton to apply power to the load switch inputs for ease of troubleshooting.
- All seams must be sealed with RTV sealant or equivalent material on the interior of the cabinet.

- The power bus assembly must be manufactured from 0.090", 5052-H32 aluminum. It must provide filtered power for the controller, MMU, cabinet power supply, and all auxiliary equipment via military type connectors. It must include the SDLC Bus connecting cables wired into a surface mounted compression terminal block.
- Each detector rack must be powered by the cabinet power supply and be connected to the power bus assembly by means of Burndy connector # SMS12PDH1.
- Separate photo cell panel to operate illuminated street name panels at the intersection, including on/off toggle switch and two 6-position terminal blocks.
- The cabinet power supply must provide (on the front panel) jack plugs for access to the +24 VDC for test purposes and must be wired directly to the Power Bus Assembly via a Burndy 12-position #SMS12PDH1 connector, or exact equivalent.
- Standard TS2 detector racks of 32-channel capacity (two 16-channel), with the provision made to accommodate interface cards from video image detection system (VIDS) units, Contact Closure Modules (CCM), and six pre-emption inputs.
- Must include 32 SRA-6LC surge suppressors on loop panels.
- Eight TS2 2-channel detector amplifier cards.
- A smart 16-channel MMU must be installed in the cabinet. The smart MMU must be IP addressable and have an Ethernet port. MMU program card must come preconfigured for a standard 8-phase quad intersection.
- A three-way door lock keyed with a Corbin #2 lock, Corbin tumblers lock number 1548-1, or exact equivalent. Minimum of two keys must be supplied.
- A 24-inch 20-W florescent light fixture with a switch to automatically turn on the light when the door is opened.
- Two exhaust fans with a single thermostat control. The fan/thermostat assembly must be connected to the power panel by means of a 4-position plug-in cable.
- A standard police panel for access by authorized personnel.
- A detector test panel on the inside of the front door, with 3-position toggle test switches. All test switch panel wiring must be connected to the main panel via a 36-pin Burndy connector #SMS36R1, or exact equivalent.
- All wiring from the main panel to the test switch panel must be connected to the switch panel via a 24-pin Burndy connector #SMS24R1 or exact equivalent.
- Load resistors for all vehicle and pedestrian phases must be mounted on four separate panels located on the side of the cabinet assembly.
- Three total metal shelves (detectors racks, controller and MMU, ATMS equipment) manufactured from 5052-H32 aluminum with one shelf containing a pull-out laptop shelf.



- All pedestrian push button inputs from the field to the controller must be optoisolated through the BIU and operate at 12 VAC. In addition, a pedestrian pushbutton isolation panel must be provided for additional suppression.

670-2.3 2070E Controller Configuration: Traffic controllers must be listed on the Florida Department of Transportation (FDOT) Approved Product List (APL). The controller must meet the specifications of the California Transportation Electrical Equipment Specifications (TEES) 2009 as revised. Certification numbers of the FDOT Traffic Engineering Research Laboratory (TERL) accepted 2070E traffic signal controller must be provided.

The controller must be a type 2070E configured to operate in a TS2 Type 1 cabinet. The controller must be 100 percent compatible with Pinellas County's ATMS. The software must also fully support current National Transportation Communications for ITS Protocol (NTCIP) defined objects as of the time of bidding.

The 2070E controller must contain the following modules:

- 2070 1E Central Processing Unit (CPU) Module - with RJ45 Ethernet port
- 2070 2N Field I/O Module - For TS 2 Type 1 cabinet compatibility
- 2070 3B Front Panel Module - 8 line x 40 character display
- 2070 4A (N) 10A power supply module

Any communications and loader software that may be needed to read from and write to flash memory for the purpose of upgrading application software must be provided by the Manufacturer. All controller firmware must be compliant with Pinellas County's existing adaptive signal control software.

670-2.4 Surge Suppression: An AC power distribution panel with noise filtering surge protection must be included. The filtering surge suppressor must be plug-in type configuration SHA-1250 or equal and purpose-designed for traffic signal cabinets. It must be capable of withstanding a peak current of 50,000 amps and have a response time of less than 5 nanoseconds. It must attenuate Radio Frequency (RF) noise between 2 and 20 MHz by at least 20 decibels (dB). The surge suppressor must indicate failure status with a light emitting diode (LED).

670-2.5 Shelving: Controller assembly must include three metal shelves manufactured from 5052-H32 aluminum that are suitable for the mounting of ATMS equipment or other auxiliary devices. In addition, a metal combination pull-out drawer and shelf suitable for containing cabinet documentation and supporting a lap-top computer must be provided for each cabinet.

670-2.6 Type 16 MMU: Controller assembly must include one smart 16-channel MMU. The smart MMU must be IP addressable and have an Ethernet port. The smart MMU must be capable of monitoring a flashing signal movement for the purpose of running Pinellas County's Flashing Yellow Arrow. MMU program card must come pre-configured for a standard 8-phase quad intersection.

670-2.7 GPS Time Sync Unit: Controller assembly must include one GPS based time sync unit. GPS Time Sync unit must come equipped with all equipment, cables, and software necessary for a complete GPS Time Sync installation. GPS Time Sync unit must have the ability to

automatically adjust to daylight savings time. Unit must have capability of having multiple reset times ranging from 1 to 12 hours. Unit must have a serial interface through use of a DB9 connector.

670-2.8 NEMA Power Cable: Controller assembly must include one Type 2 power cable for powering up a NEMA Spec. Controller in the above-defined controller cabinet. Cable must be able to plug directly into the power bus assembly via a Burndy type plug in connector.

670-2.9 SDLC Communication Cable: Controller assembly must include one additional SDLC type communication cable for integrating equipment into the above-defined controller cabinet. Cable must be of sufficient length to reach equipment mounted on any of the three shelves in the cabinet.

670-2.10 Detector Rack: Controller assembly must include one TS2-T1 8-position detector rack. Detector rack must have 8 positions and be capable of handling 16 channels. Detector rack must include one compatible BIU, interface panel, and all cables needed to completely install this device in the above-defined cabinet.

670-2.11 Fiber Connection Panel: Controller assembly must include one 12-terminal fiber connection panel. Panel must be of compact modular design with a maximum dimension of 10 square inches. Panel must come complete with all hardware and trays needed to complete the full installation of the panel. Panel must come complete with two connector panels, each with six ST Type terminated ends.

670-2.12 Manuals/Documentation: Each supplied cabinet, must include one manual that contains information on all of the connection, wiring and configuration information. Drawings may be on 24-inch by 36-inch sheets but must be neatly folded into an 8½-inch by 11-inch size. The manual must be inserted in protective plastic sleeves in the drawer provided.

Schematics and logic diagrams must accurately depict physical locations of each component. The cabinet wiring and component location diagram for the cabinets must show all wiring and cabinet components completely on the drawing. This documentation must be submitted to Pinellas County for approval prior to having cabinets fabricated as well as updated as necessary.

## **SECTION 680 SYSTEM CONTROL EQUIPMENT**

(Replace FDOT Specification 680 with the following)

### 680-1 Description.

This section specifies the minimum requirements for an Adaptive Traffic Control System (ATCS).

Install, configure, and place into operation an adaptive traffic control system that detects and collects vehicle data and automatically optimizes the changing of traffic signals to instantly adapt to real-time traffic demand. System shall include the components, adaptive operations, software, installation training, technical support and warranty described herein.

### 680-2 Materials.

680-2.1 General: Use system control equipment and components that meet the requirements of these Specifications and are listed on the Florida Department of Transportation's (FDOT) Approved Product List (APL).

The ATCS system shall be comprised of five main components: the ATCS Processor, ATCS Cameras, ATCS Switch, ATCS Connections and ATCS Software. The system control equipment and components must meet the requirements of these Specifications and be listed on the FDOT Approved Products List (APL).

680-2.2.1 ATCS Processor: The adaptive traffic control system shall include a separate processor that connects to all types of traffic controllers running in free mode. The ATCS processor may be rack or shelf mounted. The ATCS processor shall be capable of functioning in a detector mode or adaptive mode selectable by time of day and day of week. The ATCS processor shall incorporate the optional capability to include pedestrian calls in the optimization algorithms. The ATCS Processor shall meet the following minimum requirements:

680-2.2.1.1 Network Interface: Ensure that the ATCS processor's local area network (LAN) connection supports the requirements detailed in the IEEE 802.3 Standard for 10/100 Ethernet connections. The ATCS processor shall have a minimum of one Ethernet port, which shall be a 10/100 Base-TX connection, two USB ports for keyboard/mouse and local upgrades, VGA video ports for local monitoring. Ensure ATCS processor is capable of video processing for up to 5 cameras.

680-2.2.1.2 Electrical Requirements: Ensure that the ATCS processor is able to select and use 24 volts of direct current (VDC) and 115 volts of alternating current (VAC) at 60 Hz.

680-2.2.1.3 Mechanical Requirements: Ensure ATCS processor equipment is permanently marked with manufacturer name or trademark, part number, date of manufacture and serial number.

Do not use self-tapping screws on the exterior of the assembly.

Ensure that all parts are made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.

Ensure that the dimensions of the ATCS processor accommodate the unit's installation in a controller cabinet as specified in the plans.

680-2.2.1.4 Environmental Requirements: Ensure that the ATCS processor performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

680-2.2.2 ATCS Detection Cameras: ATCS video detection cameras shall be used to measure traffic occupancy, queue length and delay in real-time. The ATCS video detection cameras shall meet the following minimum requirements:

680-2.2.2.1 Network Interface: Ensure that the detection camera's local area network (LAN) connection supports the requirements detailed in the IEEE 802.3 Standard for 10/100 Ethernet connections. The detection camera shall have a minimum of one RJ-45 Ethernet port, which shall be a 10/100 Base-TX connection. Ensure that the network communication conforms to TCP, UDP, Version 4 of the IP, real-time streaming protocol (RTSP), and Version 2

of the internet group multicast protocol (IGMP), at a minimum. Ensure the camera can be controlled via NTCIP using either TCP/IP or UDP/IP.

The detection camera must utilize the Moving Picture Experts Group's MPEG4 part 10 (H.264) video compression technology in accordance with the ISO and IEC requirements detailed in the ISO/IEC 14496-10:2009 Standard. Ensure that the camera's encoded video supports resolutions that include, but are not limited to 320x240. Ensure that the camera is capable of delivering color and monochrome video at 30 frames per second (fps) regardless of resolution.

Ensure that the detection camera is capable of unicast and multicast operation. Ensure that the camera provides 99.999% error-free operation. Ensure the encoded video can be transmitted utilizing programmable bit rates. Ensure the camera supports, at a minimum, fixed bit rate mode.

680-2.2.2.2 Electrical Requirements: Ensure that the ATCS detection camera is able to select and use 24 volts of direct current (VDC) and 115 VAC at 60 Hz.

680-2.2.2.3 Mechanical Requirements: Provide camera housings and hardware that are light in color or as noted in the Plans. Ensure non-pressurized dome-type housing enclosure is used. Ensure that the unit is vented with a thermostat-controlled heater and blower. Ensure that the non-pressurized enclosure has a NEMA 4/IP-66 rating. Ensure that the camera housing has a sunshield to reduce the solar heating of the camera.

680-2.2.2.4 Environmental Requirements: Ensure that the ATCS detection camera performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

Ensure that the ATCS detection camera, mounting hardware, and any other camera related material that is exposed to the environment can withstand 150 mph wind speeds and meet the requirements of the FDOT's Structures Manual, Volume 9.

680-2.2.3 ATCS Switch: The ATCS switch shall be capable of independently networking a minimum of four video cameras and the ATCS processor. The ATCS switch shall meet the following minimum requirements:

680-2.2.3.1 Network Interface: The ATCS switch electronics shall provide DC power to communicate to the ATCS processor and detection cameras. The ATCS switch shall have a minimum of eight RJ-45 Ethernet port, which shall be a 10/100 Base-TX connection.

680-2.2.3.2 Electrical Requirements: Ensure that the ATCS switch is able to select and use 115 VAC at 60 Hz.

680-2.2.3.3 Mechanical Requirements: Ensure ATCS switch equipment is permanently marked with manufacturer name or trademark, part number, date of manufacture and serial number.

Do not use self-tapping screws on the exterior of the assembly.

Ensure that all parts are made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.

Ensure that the dimensions of the ATCS switch accommodate the unit's

installation in a controller cabinet as specified in the plans.

680-2.2.3.4 Environmental Requirements: Ensure that the ATCS switch performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

680-2.2.4 ATCS Connections: Connection to the traffic controller and other existing equipment can be achieved utilizing five different connection options to the ATCS Processor. The ATCS connections shall meet the following minimum requirements:

680-2.2.4.1 Detector Card: The Detector Card shall integrate video detection with the traffic controller by using a standard detector rack. Detector card shall be a 2/4 channel card with separate LED indicators for each channel with a minimum of two RJ-45 ports. Detector card shall meet NEMA TS1 and TS2 specifications.

680-2.2.4.2 C1 Y-Cable: The C1 Y-Cable shall be used for the connection between a 170/2070 traffic controller and the ATCS Processor. It shall have a heavy-duty die-cast DB25 connector shell using a standard 104-pin connection to C1 cable.

680-2.2.4.3 ABC Y-Cable: The ABC Y-Cable shall be used for the connection between a NEMA TS1 or TS2-Type 2 traffic controller and the ATCS Processor. It shall feature standard A, B and C locking NEMA connectors with a heavy-duty die-cast DB25 connector shell compatible with NEMA TS1 or TS2-Type 2 traffic controllers.

680-2.2.4.4 Spade Cable: The Spade Cables shall be used to allow the ATCS system to use information from any existing vehicle detection system. It shall have three cables for input, output, and auxiliary connection. It shall interface with a NEMA TS1, TS2-Type 2 or 170/2070 controller. It shall have a heavy-duty die-cast DB25 connector shell with a minimum of 24 input/auxiliary and 24 outputs.

680-2.2.4.5 SDLC Unit: The Synchronous Data Link Control (SDLC) Interface Module provides a switch for manually bypassing the intercept mode and shall be used for connection between a NEMA TS2-Type 1 traffic controller and the ATCS Processor. The SDLC unit shall meet the following minimum requirements:

680-2.2.4.6 Network Interface: The SDLC unit electronics shall provide DC power to communicate to the ATCS processor. The SDLC unit shall have a minimum of one RJ45 Ethernet port, which shall be a 10/100 Base-TX connection. It shall have an RS-232 port for local serial connection. It shall be compatible with NEMA TS2-Type 1 traffic controllers.

680-2.2.4.7 Electrical Requirements: Ensure that the SDLC unit is able to select from 12 to 48 volts of direct current (VDC).

680-2.2.4.8 Mechanical Requirements: Ensure SDLC unit is permanently marked with manufacturer name or trademark, part number, date of manufacture and serial number.

Do not use self-tapping screws on the exterior of the assembly.

Ensure that all parts are made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.

Ensure that the dimensions of the SDLC unit accommodate the unit's installation in a controller cabinet as specified in the plans.

680-2.3 Environmental Requirements: Ensure that the SDLC unit performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

680-2.4 ATCS Software: The adaptive traffic control system shall include software that enables local traffic engineers and technicians to review, modify and deploy changes to the adaptive protocols and operational preferences. The software shall be a Windows-based corridor configuration program. The software shall enable engineers to easily and quickly create, modify and deploy traffic management variables and strategies using a map-based interface. ATCS software features include time-space diagram views, editing of progression protocols, geographic mapping of intersections, adjustments to phasing, and viewing and editing of other configuration settings.

### 680-3 Installation Requirements.

Install the ATCS detection cameras on a mast arm or concrete traffic signal pole and shall be installed at each approach of a signalized intersection as shown in the Plans and per ATCS manufacturer's recommendations.

Install the ATCS system and detection system equipment, hardware and software meeting all requirements of the Contract.

Furnish and install the power supplies, local control equipment, and any other ATCS- related field electronic equipment, cables, hardware, mounting brackets and transient voltage surge suppressors within a traffic controller cabinet. Ensure that the cabinet protects these electrical and electronic devices from rain, dust, dirt, and other harmful elements of nature.

Furnish and install all power, video and data cables necessary to provide connection points for camera video and pan/tilt/zoom (PTZ) control signals within the cabinet. Furnish and install any and all ancillary equipment required to provide a complete and fully operational ATCS video detection system. Verify that all wiring meets National Electric Code (NEC) requirements where applicable.

Ensure that power and network cables from the pole or support structure to the camera are routed inside the mounting hardware and protected from exposure to the outside environment.

### 680-4 Testing

680-4.1 General: Acceptance testing of the ATCS consists of two phases: 1) field installation testing and 2) a burn-in period. After the Engineer's granting of the burn-in period completion, obtain ATCS acceptance in accordance with the following.

Perform acceptance testing to demonstrate all equipment, hardware, software and work provided under this Contract, including each ATCS assembly meets all of the contract requirements. Perform all testing in the presence of the Engineer. Submit test plans to the Engineer for review and approval a minimum of thirty-five (35) calendar days prior to equipment test. The Engineer will notify the Contractor of the approval or disapproval of the test procedures; only test procedures approved by the Engineer can be used.

Notify the Engineer of a desired acceptance test schedule no less than (14) fourteen calendar days prior to beginning the testing. Develop detailed and thorough test procedures with full test plan descriptions and test results data sheets. Have a complete copy of all materials and

equipment submissions and all documentary items on hand at all acceptance testing sessions. Demonstrate that the ATCS and detection system equipment, hardware and software meet all requirements of the Contract. These requirements include, but are not limited to, all design, construction, materials, equipment, assembly, documentation of manufacturer's certification of assembly and configuration, environmental, performance, communications and documentary requirements of the Contract.

Prior to the beginning of any acceptance testing at a given ATCS assembly site, complete all configuration and documentation described under this section and be prepared to demonstrate such work.

680-4.2 Field Installation Test: Perform the Field Installation Test as an onsite test of the complete delivered equipment. For the field equipment test confirm that the detectors are successfully operating at each adaptive intersection. Testing shall be performed in both directions during normal daytime traffic.

#### 680-4.3 Burn-in Period:

680-4.3.1 General Requirements: Provide a 30-day burn-in period for all work and equipment included in the Contract. The burn-in period shall consist of the operation of the ATCS and detection system in a manner that is in full accordance with the ATCS assembly requirements of the Plans and Specifications. An acceptance test procedure is not required for the system burnin. Conduct only one (1) burn-in period on the entire Contract. Commence with the burn-in period only after meeting all of the following requirements:

All work required in all Contract documents and approved submittals for the ATCS has been completed and inspected by the Engineer. Commence with the burn-in period upon written authorization by the Engineer. Terminate the burn-in period 30 consecutive days thereafter unless an equipment malfunction occurs. Stop the burn-in period for the length of time any equipment is defective. After repairing the equipment so that it functions properly, resume the burn-in period at the point it was stopped.

Successful completion and acceptance of the burn-in period will be granted on the 30th day unless any equipment has malfunctioned during the 15th through 30th day of the burnin period. If any equipment has failed during the 15th through 30th day, final acceptance will be withheld until all the equipment is functioning properly for 15 days after repair. When a specific piece of equipment has malfunctioned more than three times during the 30 day burn-in period, replace that equipment with a new unit and repeat the 30 day burn-in period.

680-4.3.2 Contractor Responsibilities: During the burn-in period, maintain all work under this Contract in accordance with the Specifications. Restore any work or equipment to proper operating condition within twelve (12) hours after notification.

In the event that the Contractor does not provide the services stated above, the County or its authorized agents may in the interest of public safety take emergency action to provide for adequate traffic control. Contractor shall pay any and all costs incurred as a result of these emergency actions. Such action by the County will not void any guaranties or warranties or other obligations set forth in the Contract.

680-4.3.3 Burn-In Period Acceptance: The County will make burn-in period acceptance

after satisfactory completion of the required burn-in period and on the basis of a comprehensive field inspection of the complete ATCS in accordance with Article 5-11 of FDOT's Standard Specifications for Road and Bridge Construction. Upon burn-in period acceptance but prior to Final Acceptance of the entire Contract, maintain the complete ATCS in accordance with the requirements of the Specifications.

#### 680-5 Training

Provide installation, on-site setup, operations and maintenance training to County personnel. The instructor shall be a trained employee of the equipment manufacturer or a trainer authorized by the manufacturer to perform training. Field training shall include actual installation, set up and operation of the ATCS equipment at a location within the project area. If the Contractor requests that the training be conducted away from the project area, Contractor shall pay all costs associated with travel and accommodation of all the participants.

In addition to the trainer, a member of the Contractor staff with intimate experience with this Contract will attend the training courses to answer any inquiries. Furnish each trainee with a training notebook in a labeled 3-ring binder and any other media required to deliver the training documentation. As a minimum, include the following with ATCS training:

- Provide on-site setup, calibration, operations and maintenance training for up to twenty (20) people. Include both classroom training and hands-on training.
- Conduct all training in one-day sessions.
- Perform a total of at least forty (40) clock hours of training.

Include as a minimum the following in the course content: installation, calibration, setup, local and remote operations, troubleshooting, and maintenance of all ATCS components, discussion of warranty clauses, hands-on use of the ATCS assembly for each trainee, and in-field maintenance training.

#### 680-6 Warranty.

The ATCS equipment shall have a manufacturer's warranty covering defects for a minimum of five years from the date of final acceptance by the Engineer in accordance with Article 5-11 and Section 608 of FDOT's Standard Specifications for Road and Bridge Construction. The warranty shall include provisions for providing replacements within ten (10) calendar days of notification for defective parts and equipment during the warranty period at no cost to County.

The warranty shall be transferred to the County before final acceptance of the job. The warranty shall include provisions for providing replacements within 10 calendar days of notification for defective parts and equipment during the warranty period at no cost to the County.

#### 680-7 Method of Measurement.

680-7.1 Furnish and Install: The Contract unit price for the ATCS, furnished and installed, will include all materials specified in the Contract Documents, all labor, equipment, hardware, miscellaneous materials, work, and training necessary for a complete and acceptable installation.

680-7.3 Install: The Contract unit price for the ATCS, installed, will include all labor, equipment, hardware, miscellaneous materials and work necessary for a complete and



acceptable installation. The Engineer will supply all materials as specified in the Contract Documents.

680-8 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section.

Payment will be made under:

Item No. 680-117 System Control Equipment, F&I -each.

## **SECTION 682 VIDEO EQUIPMENT**

682-1 CCTV Camera.

682-1.1 Description. (The following shall be added to Section 682-1.1)

CCTV cameras will be provided to the Contractor by the County as well as the composite cable for connection of the integrated camera assembly to the ITS field cabinet.

682-1.3 Installation Requirements: (The following paragraphs and sections shall be added to Section 682-1.3)

Ensure the composite cable is installed before the CCTV camera installation. Install the cable from the CCTV camera to the CCTV camera cabinet or signal controller cabinet termination point leaving sufficient slack in the cable for normal camera operation and maintenance. Install strain relief for all cabling as needed and as indicated in the plans. For all CCTV camera lowering device installations, the Contractor is responsible for the composite data cables and connections for the lowering device, per FDOT Standards.

Supply all other materials required to install the CCTV camera control cabinet and camera assembly including, but not limited to, the pole, the utility power for the CCTV camera cabinet, a compatible mounting plate for the CCTV camera mounting arm, and installation of the composite cable and ITS field cabinet, including the running of all cabling for power and communications. Include banding for mounting the CCTV camera arm to the pole. The Contractor shall pay special attention to the cable entry and exit requirements when ordering poles and supply any mounting plates for the CCTV camera arm or ITS field cabinet, as needed. No drilling for the purpose of establishing or enlarging conduit entry holes will be allowed after delivery, without written approval of the Engineer of Record.

Permanently mount the CCTV camera and cabinet to the camera pole or other support structure as shown in the plans and the FDOT Interim Design Standards. Ensure that the composite cable containing the data and video cables from the pole or support structure to the camera are routed inside the mounting hardware, are fed through the required strain relief, and protected from exposure to the outside environment. Furnish and install an air terminal, ground rods and wire that comply with the FDOT Standard Specifications. The grounding system shall meet the FDOT Interim Standard Index 18102. Submit the grounding system design, in accordance with the plan details, to the Engineer for review and approval prior to installation.

The Contractor shall test the lightning protection system to provide lightning, transient

voltage surge and induced current protection to all CCTV installations. Provide ground readings to the Engineer.

682-1.3.1 Surge Suppression. Surge suppression for the CCTV cables entering the cabinet will be included in the cabinet provided by the County. Supply all other surge suppression and grounding appurtenances as needed.

682-1.3.2 Grounding. Grounding bus bars shall be provided as part of the cabinet. The grounding wires of other devices, including other surge suppressors, shall not be sequentially connected to the ground bus. Grounding wires shall be dressed and routed separately from all other cabinet wiring. Grounding wires shall be of the absolute minimum length possible between the suppressor and the ground bus bar. All surge suppressors are to be labeled with silk-screened lettering on the mounting panel. Grounding arrays shall be installed as shown in the FDOT Standards at each cabinet location.

682-1.4 Testing: (Section 682-1.4 shall be replaced with the following sections)

682-1.4.1 General: The Engineer will subject the equipment covered by these specifications to a field acceptance test (FAT) in accordance with the Manufacturer's requirements and Section 682-1.4.2 of the FDOT Specifications.

682-1.4.1.1 Troubleshooting: Should any CCTV assembly not function as intended during the testing, the Contractor shall assist the Engineer in troubleshooting the assembly and provide any necessary labor and equipment to ensure successful operation. Contractor shall request camera testing well in advance of the project acceptance.

682-4 Method of Measurement. (replace the first paragraph of Section 682-4 with the following)

The Contract unit price per CCTV camera, installed, will include placement of all materials, tools, and equipment, all labor, mounting equipment, contractor provided mounting arm plate, hardware, conduit, minor tree trimming, and any incidentals necessary to complete the work for a fully functioning CCTV assembly. The lightning protection system, including all grounding arrays, shall be incidental to the device installation and no additional payment will be made for a complete installation. The Engineer will supply only the equipment as specified in this document. The unit price for the CCTV cabinet will be for installation of the cabinet provided by the Engineer. The Contractor shall install the cabinet, grounding, power connection, and any incidental equipment under this pay item number.

## **SECTION 684 NETWORK DEVICES**

(Section 684-8, 684-9, and 684-10 shall be added to Section 684)

684-8 ITS Wireless Communication Assembly.

684-8.1 Description: Install and test the ITS Wireless Communication assembly, which includes, but is not limited to, an antenna, cabling, and wireless radio communication equipment and connections. Install antennas, cabling and wireless radios supplied by the County in accordance with the manufacturer's recommendations at locations as shown in the plans.

684-8.2 Installation Requirements: The Contractor shall install the antennas, radios, and cables at locations as shown on the Plans. The Contractor shall use manufacturer-recommended tools and methods for attaching any antennas and connections to the cables. Connectors shall be of the proper type for the cables used. Each connection that is exposed to the weather shall be waterproofed. The Contractor shall apply waterproofing using a three-layer method. The first layer shall be a vinyl tape which resists solvents and is UV and flame-retardant. The tape shall be cold- and weather-resistant, and perform in a continuous temperature environment of 0° to 221°F. The second layer shall be a rubber butyl tape which is self-sealing and shall be conformed to the connection. The third layer shall be another barrier of the same vinyl tape used in the first layer.

Contractor shall be experienced in wireless radio communications equipment, including configuration, aiming and connections associated with the equipment. The provided cabling will need to be connectorized as outlined above, based on the amount of cable used at each location installed. All cabling shall be enclosed in conduit risers furnished by the Contractor as part of the install pay item.

684-8.3 Testing: Testing will be conducted by the Engineer prior to final acceptance. Should any wireless assembly not function as intended during the testing, the Contractor shall assist the Engineer in troubleshooting the assembly and provide any necessary labor and equipment to ensure successful operation. Contractor shall request wireless testing well in advance of the project acceptance.

#### 684-9 Method of Measurement.

The contract unit price for each ITS Wireless Communication Device installed will include placement and testing of all equipment and materials, and for all labor, hardware, supplies, support, shop drawings, documentation, and incidentals necessary to complete the work.

#### 684-10 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. The Contract unit price per installation will include the installing and testing of all equipment and materials. The pay item shall include all rigid riser conduit and weatherheads necessary to completely enclose the antenna cabling from the antenna to the radio in the cabinet. This item includes the tools, labor, hardware, supplies, support, and incidentals necessary to complete the work.

Payment will be made under:

Item No. 684-6      ITS Wireless Communication Device, Install, each

# **SIGNING, PAVEMENT MARKING AND LIGHTING**

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This section is to be used in conjunction with the 700 series of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. Where these specifications are silent, the FDOT Standard Specifications shall be used. Where these specifications speak to specific areas, they shall replace that section, paragraph, or word in the FDOT Standard Specifications.

With the exception of references to specific Florida Department of Transportation lists, manuals, procedures, policies, offices, website URLs, and operating systems, such as SunGuide, when the "Department" or "FDOT" is mentioned in the 600 series of the FDOT Standard Specifications, it shall be read as the "County".

## **SECTION 700 HIGHWAY SIGNING**

### 700-1 General Requirements.

#### 700-1.1 Description. (The following shall be added to Section 700-1.1)

Install and test field located Dynamic Message Sign (DMS) assemblies provided by the County. The DMS assembly shall include the DMS, sign controller, control cabinet, communications interface equipment, and sign manufacturing data sheets and contact information for coordinating the sign attachment structural details, including the structural shop drawings. Furnish and install the structure, the structure foundation, attachment hardware, power cabling, conduit, data wiring, and all other ancillary equipment and cabling necessary to provide a complete DMS system.

The costs for transporting all equipment, including signs, from the designated County facility to the project site are the sole responsibility of the Contractor.

#### 700-4.8.4 Control Cabinet: (Section 700-4.8.4 shall be replaced with the following)

The County will provide the ground control cabinet, which the Contractor must mount to the sign support structure, unless otherwise shown in the plans. The ground control cabinet will contain the following assemblies:

- 1) Power-on indicators
- 2) Surge suppression for cables entering the cabinet
- 3) Communication interface devices
- 4) GFI-protected duplex outlets

The Contractor shall be responsible for all conduit, attachment hardware, data, control, and confirmation connections between the sign DMS and ground control cabinet and for any required wiring harnesses and connectors.

All Category 5e shielded twisted pair (STP) network cables shall be outdoor rated and compliant with the EIA/TIA-586-A.

#### 700-4.13 Installation Requirements. (The following shall be added to Section 700-4.13)

The Contractor must ensure all other materials required for the installation of the DMS assembly are provided including, but not limited to, the sign structure and foundations, power supply, communications and power cabling between the DMS and control cabinet and the designated connection point.

The DMS assembly shall consist of the DMS, DMS case, and DMS contents including, but not limited to, sign controller, presentation medium, photo-sensing equipment, LEXAN cover, and ventilation system.

The Engineer will arrange for technical assistance from the DMS manufacturer to be provided. The manufacturer's representative will be able to provide technical assistance in the areas of sign-to-structure installation, sign-to-ground control cabinet installation, and sign-

toground control cabinet cabling. Contact the Engineer a minimum of 30 days in advance when requesting technical assistance.

The Contractor shall coordinate with the sign manufacturer regarding attachment details, necessary hardware and design of the structure. Signed and sealed shop drawings shall be developed and delivered to the Engineer and will detail the proposed installation of the sign structure and the attachment of the sign to the structure. The shop drawings shall be approved by the Engineer prior to structure fabrication.

The Contractor must safely transport the DMS assembly from the County facility to the project. The Contractor will be responsible for safe delivery and all transportation costs. The Contractor will pick up each sign and deliver and install it on the sign structure and follow DMS manufacturer provided instructions as to transport method and installation instructions.

Install new electrical services and establish electrical service. Comply with the National Electrical Code and local Permitting Authorities.

No installation of a DMS shall be allowed prior to the availability of the service power. Each DMS shall be required to have its ventilation system operational within 72 hours of sign mounting.

700-4.19 Installed Site Tests: (The first two paragraphs of Section 700-4.19 shall be replaced with the following)

The Engineer will perform the on-site field installation test of the complete assembly less the central communications components. No acceptance testing at a given site shall begin until all work associated with that site is complete, not including the central site. The test shall exercise all stand-alone (i.e., non-network) functional operations of the field equipment with all of the equipment installed as detailed in the Plans and as directed by the Engineer.

Provide on-site personnel and equipment support to the Engineer for the duration of the testing process.

700-4.20 System Test (Section 700-4.20 shall be replaced with the following paragraph and section)

The Engineer will perform the system test to demonstrate proper DMS system performance from the Pinellas County Transportation Management Center (TMC). The system test will be performed only after successful completion of the field installation test. Proper operation is to include full control and communications operation of each DMS site from the TMC.

The demonstration shall use the central DMS software and TMC and communications system to demonstrate the compatibility of the DMS equipment installation in its permanent configuration. The tests shall, at a minimum, exercise all remote control functions and display the return status codes from the sign controller, for a minimum of 72-hours. The Engineer will record the test date and time of the successful completion of the test.

Provide on-site personnel and equipment support to the Engineer for the duration of the testing process. Personnel shall be on-call during the 72 hour test.

700-4.20.1 DMS Burn-in Period

After the DMS system installation is completed and the system test is successfully

completed, the 30-day test period will begin. The type of test to be conducted shall be developed by the Engineer and shall consist primarily of exercising all control, monitoring, and communication functions of the field equipment by the master equipment.

The 30-day test period shall commence on the first day after the successful completion of the approved 72-hour test period. Power outages that happen during the 30 day burn-in period shall be verified by the Contractor with the power utility before requesting for a variance in the length of the burn in test. The test message shall be re-established as quickly as possible after a power loss event is identified.

Provide on-call personnel and equipment support as requested to the Engineer for the duration of the testing process.

700-4.24 Method of Measurement: (The following shall be added to Section 700-4.24)

The contract unit price for each DMS installed, tested, and made fully operational on an approved structure shall include transportation and installation of the DMS and ground control cabinet, all required tests of the DMS assembly and structure foundation, all cables, wiring, harnesses, connectors, conduit, site grounding assemblies, and all incidentals necessary to complete the work.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

BORCHERT, DAVID R  
FLORIDA SAFETY CONTRACTORS, INC.  
JACKSON RD  
PO BOX 16628  
TAMPA FL 33687

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1516846 ISSUED: 07/24/2016

CERTIFIED GENERAL CONTRACTOR  
BORCHERT, DAVID R  
FLORIDA SAFETY CONTRACTORS, INC.

IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2018 L1607240001593

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

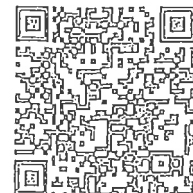
STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC1516846	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

BORCHERT, DAVID R  
FLORIDA SAFETY CONTRACTORS, INC.  
JACKSON RD  
PO BOX 16628  
TAMPA FL 33687







STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

REICHART, MICHAEL K  
FLORIDA SAFETY CONTRACTORS INC  
PO BOX 16628  
TAMPA FL 33687


RECEIVED  
MAY 16 2016

BY: .....

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13001199 ISSUED 05/09/2016

CERTIFIED ELECTRICAL CONTRACTOR  
REICHART, MICHAEL K  
FLORIDA SAFETY CONTRACTORS, INC.

IS CERTIFIED under the provisions of Ch. 489, FS.  
Expiration date: AUG 31, 2018 L1605090000315

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

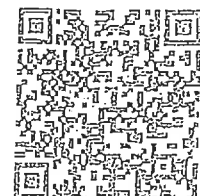
STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD



LICENSE NUMBER  
EC13001199

The ELECTRICAL CONTRACTOR  
named below IS CERTIFIED  
under the provisions of Chapter 489-FS.  
Expiration date: AUG 31, 2018

REICHART, MICHAEL K  
FLORIDA SAFETY CONTRACTORS INC  
1817 BELLA CASA COURT  
TAMPA FL 33613



# *State of Florida*

## *Department of State*

I certify from the records of this office that FLORIDA SAFETY CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 2003.

The document number of this corporation is P03000112909.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 13, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of March, 2018*



*Ken Datzner*  
*Secretary of State*

Tracking Number: CU2753715184

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2017 - 2018 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT  
OCC. CODE  
280.000111 PUBLIC SERVICE

EXPIRES SEPTEMBER 30, 2018

ACCOUNT NO. 123965 RENEWAL
----------------------------------

112 Employees

Receipt Fee	150.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS FLORIDA SAFETY CONTRACTORS INC  
11825 JACKSON RD  
THONOTOSASSA, FL 33592

2017 - 2018

FLORIDA SAFETY CONTRACTORS INC  
NAME PO BOX 16628  
MAILING TAMP A, FL 33687  
ADDRESS

Paid 16-530-013572  
07/17/2017 150.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR  
813-635-5200  
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

IS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

### Detail by Entity Name

Florida Profit Corporation  
FLORIDA SAFETY CONTRACTORS, INC.

Filing Information

Document Number	P03000112909
FEI/EIN Number	57-1191566
Date Filed	10/08/2003
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/26/2016
Event Effective Date	NONE

Principal Address

11825 JACKSON ROAD  
THONOTOSASSA, FL 33592

Changed: 03/31/2009

Mailing Address

PO BOX 16628  
TEMPLE TERRACE, FL 33687

Changed: 03/31/2009

Registered Agent Name & Address

REICHART, MICHAEL K  
11825 JACKSON ROAD  
THONOTOSASSA, FL 33592

Address Changed: 03/02/2010

Officer/Director Detail

Name & Address

Title P

REICHART, MICHAEL K  
11825 JACKSON ROAD  
THONOTOSASSA, FL 33592

Title VP

PERSAUD, PREM  
 11825 JACKSON ROAD  
 THONOTOSASSA, FL 33592

Title D

LOUKS, LINDA  
 11825 JACKSON ROAD  
 THONOTOSASSA, FL 33592

Title S

DELBRIDGE, TRACIE  
 11825 JACKSON RD  
 THONOTOSASSA, FL 33592

Title T

HITE, BRAD  
 11825 JACKSON RD  
 THONOTOSASSA, FL 33592


Annual Reports

Report Year	Filed Date
2015	03/17/2015
2016	01/27/2016
2017	02/13/2017


Document Images

02/13/2017 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
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03/17/2015 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/06/2014 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/11/2013 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
04/09/2012 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
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03/13/2006 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/23/2005 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/18/2004 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
10/08/2003 -- Domestic Profil	<a href="#">View image in PDF format</a>



Click any  for help  
 Welcome  
 Cheri Reichart  
 User ID  
 CREI5564  
 Last Login  
 08:00 AM - 10/05/2012

**Company Information**

Company Name: Florida Safety Contractors, Inc. 

Company ID Number: 275222

Doing Business As (DBA) Name:

DUNS Number:

<b>Physical Location:</b>	<b>Mailing Address:</b>
Physical Location Address 1: 11825 Jackson Rd	Mailing Address Address 1: P.O. Box 16628
Physical Location Address 2:	Mailing Address Address 2:
Physical Location City: Thonotosassa	Mailing Address City: Tampa
Physical Location State: FL	Mailing Address State: FL
Physical Location Zip Code: 33592	Mailing Address Zip Code: 33687
Physical Location County: HILLSBOROUGH	

**Additional Information:**

Employer Identification Number: 571191566

Total Number of Employees: 20 to 99

Parent Organization: Florida Safety Contractors, Inc.

Administrator:



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

8/15/2017

RE: NOTIFICATION TO FDOT OF EEO OFFICER

To whom this concerns:

The Equal Employment Opportunity Officer Information submitted by:

FLORIDA SAFETY CONTRACTORS INC

has been received and added to the Equal Opportunity Reporting System. If there is any change to your EEO Officer this information must be reported to the Equal Opportunity Office at once.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

A handwritten signature in black ink, appearing to read "Stefan Kulakowski". The signature is written in a cursive style with a long horizontal line extending to the right.

Stefan Kulakowski  
State Contract Compliance Administrator  
Equal Opportunity Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NOTIFICATION TO FDOT OF EEO OFFICER**

275-021-13  
 EQUAL OPPORTUNITY  
 01/07

Mail signed original to:  
 FDOT Equal Opportunity Office, 605 Suwannee Street-MS 65, Tallahassee, FL 32399-0450

**Section 1: COMPANY IDENTIFICATION**

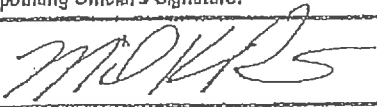
1. Contractor Name: Florida Safety Contractors, Inc		2. FEID No.: 57-1191566	
3. Home Office Mailing Address: (street) PO Box 16628		4. Home Office Mailing Address: (city, State, Zip) Tampa, FL 33687	
5. Main Phone Number: 813-982-9172		6. Fax Number: 813-982-9183	
7. What is being Changed?	Initial EEO Officer Notice to FDOT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Person Appointed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Appointee Changed Name <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Contact Data Changed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Section 2: EEO OFFICER IDENTIFICATION**

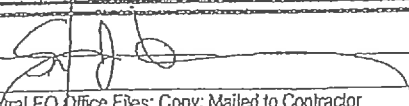
8. Name of EEO Officer: ( first name, middle initial, last name) Kerry A. Paladino	9. EEO Officer's Working Title: Human Resources Manager
10. Work Address of EEO Officer: (Street) 11825 Jackson Road	11. Work Address of EEO Officer: (city, state, zip) Thonotosassa, FL 33592
12. EEO Officer Phone Number: 813-982-9172	13. EEO Officer Fax Number: 912-982-9183
14. EEO Officer email address: k.paladino@floridasafetycontractors.com	

**Section 3: SIGNATURE OF CORPORATE OFFICIAL**

As required in the Equal Employment Opportunity Special Provisions included in Federally Funded Highway Construction Contracts and as required in the Equal Employment Opportunity Requirements included in all State funded highway construction contracts, this official notice of EEO Officer appointment (and/or update) is made to the Florida Department of Transportation and the U.S. Federal Highway Administration (FHWA). I understand that additional information regarding the EEO Officer, the EEO Policy and other aspects of the construction contract compliance program may be found in the EEO Construction Contract Compliance Workbook.

15. Appointing Official's Signature: 	16. Date: (Mo/Day/Yr.) 8/15/2017
17. Official's Name: (printed) Michael K. Reichart	18. Official's Title: (printed) President

**(This Section For FDOT Use) Section 4: Processing of Notification**

19. Processed by: (First and Last Name) 	20. Date Processed: (mo/day/yr) 8/15/17
DISTRIBUTION: Original to FDOT Central EO Office Files; Copy: Mailed to Contractor PDATE ACTION: Input In EOR System	





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

12/5/2017

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

FLORIDA SAFETY CONTRACTORS INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 12/5/2020**

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

## Listing of Prequalified Contractors

Contractor with Name FLORIDA SAFETY CONTRACTORS, INC.  
 1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
FLORIDA SAFETY CONTRACTORS, INC. F571191566001 EXPIRES: 6/30/2019	11825 JACKSON ROAD PO BOX 16628, TAMPA, FL 33687 THONOTOSASSA, FL 33592 (813)982-9172	11825 JACKSON ROAD PO BOX 16628, TAMPA, FL 33687 THONOTOSASSA, FL 33592 (813)982-9172

**WORK CLASSES**

COMPUTERIZED TRAFFIC CONTROL	DRAINAGE
ELECTRICAL WORK	FLEXIBLE PAVING
GRADING	GRASSING, SEEDING AND SODDING
INTELLIGENT TRANSPORTATION SYSTEMS	ROADWAY SIGNING
SIDEWALK	TRAFFIC SIGNAL
* Curb & Gutter, Traffic Separator, Underground Utilities (Water & Sewer).	

**SECTION E – BID SUBMITTAL FORM**

**SECTION E -BID SUBMITTAL FORM:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid Number: 178-0458-CP (JJ)**

**(Schedule of Values)**

**PLEASE REFER TO THE ATTACHMENT TITLED SECTION E - BID SUBMITTAL SHEETS (MICROSOFT EXCEL)**

**NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.  
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.**

Pay Item No.	Description	Quantity	Unit	Unit/Price	Amount
<b>Roadway / Drainage</b>					
005-0700	SURVEY, Construction Layout	1.00	LS	7,407.41	\$ 7,407.41
101-0100	MOBILIZATION	1.00	LS	36,358.02	\$ 36,358.02
102-0100	MAINTENANCE OF TRAFFIC	1.00	LS	46,000.00	\$ 46,000.00
102-1100	OFF DUTY LAW ENFORCEMENT OFFICER	75.00	HR	74.07	\$ 5,555.25
110-4-10	REMOVAL OF EXISTING CONCRETE	18.00	SY	37.04	\$ 666.72
339-1	ASPHALT, MISCELLANEOUS	3.00	TN	432.10	\$ 1,296.30
519-78	BOLLARDS, PERMANENT	6.00	EA	493.83	\$ 2,962.98
520-1-10	CONCRETE CURB & GUTTER, TYPE F	158.00	LF	43.21	\$ 6,827.18
521-1	MEDIAN CONCRETE BARRIER WALL	160.00	LF	750.00	\$ 120,000.00
522-1006	SIDEWALK, CONCRETE, 6" Min. Thickness, Remove and Replace	335.00	SY	74.07	\$ 24,813.45
527-2	DETECTABLE WARNINGS	40.00	EA	30.86	\$ 1,234.40
544-75-1	VEHICLE, IMPACT ATTENUATOR (Inertial)	4.00	EA	15,537.65	\$ 62,150.60
575-0110	SODDING, Replace In Kind	75.00	SY	12.35	\$ 926.25
630-2-11	CONDUIT, OPEN TRENCH, UNDERGROUND F & I (2")	1,150.00	LF	9.77	\$ 11,235.50
630-2-12	CONDUIT, F & I, DIRECTIONAL BORE < 6"	29,665.00	LF	26.54	\$ 787,309.10
630-2-12A	CONDUIT, F & I, DIRECTIONAL BORE 6" to < 12"	410.00	LF	26.42	\$ 10,832.20
633-1-124	FIBER OPTIC CABLE, Underground, F & I, 144 FIBERS	32,370.00	LF	3.70	\$ 119,769.00
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE (FUSION)	210.00	EA	40.74	\$ 8,555.40
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F & I, (SPLICE ENCLOSURE)	17.00	EA	858.02	\$ 14,586.34
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	22.00	EA	61.73	\$ 1,358.06
633-3-35A	FIBER OPTIC CONNECTOR HARDWARE, Pre-term Connector Assy (150')	9.00	EA	1,882.72	\$ 16,944.48
633-3-35B	FIBER OPTIC CONNECTOR HARDWARE, Pre-term Connector Assy (250')	4.00	EA	2,154.32	\$ 8,617.28
633-3-35D	FIBER OPTIC CONNECTOR HARDWARE, F&I PRE-TERM CONNECTOR ASSY (450')	4.00	EA	2,623.46	\$ 10,493.84
635-2-11A	PULL AND SPLICE BOX, F & I, ATMS	19.00	EA	643.58	\$ 12,228.02
635-2-11E	PULL AND SPLICE BOX, F & I, ELECTRICAL	25.00	EA	643.58	\$ 16,089.50
635-2-11S	PULL AND SPLICE BOX, F & I, SIGNAL	29.00	EA	643.58	\$ 18,663.82
635-2-12	PULL & SPLICE BOX, F & I, 24" X 36" COVER SIZE	27.00	EA	1,716.48	\$ 46,344.96
635-2-13	PULL & SPLICE VAULT, F & I, 30" X 60" RECTANGULAR	17.00	EA	3,564.67	\$ 60,599.39
635-2-60	PULL & SPLICE BOX, REMOVAL	16.00	EA	167.04	\$ 2,672.64
635-2-70	PULL & SPLICE BOX, MODIFY	1.00	EA	537.90	\$ 537.90
639-1-112	ELECTRICAL POWER SERVICE, F&I, OVERHEAD METER PURCHASED BY CONTRACTOR FROM POWER CO	1.00	AS	2,343.95	\$ 2,343.95
639-1-122	ELECTRICAL POWER SERVICE, F & I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	7.00	AS	2,343.95	\$ 16,407.65
639-1-610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	1.00	AS	445.43	\$ 445.43
639-2-1	SIGNALS, ELECTRICAL SERVICE WIRE	2,560.00	LF	4.00	\$ 10,240.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F & I, POLE MOUNT	7.00	EA	573.70	\$ 4,015.90
641-2-12	PRESTRESSED CONCRETE SERVICE POLE, F&I, TYPE II SERVICE POLE	13.00	EA	1,086.11	\$ 14,119.43
641-2-14A	CONCRETE CCTV POLE, FURNISH & INSTALL WITHOUT LOWERING DEVICE, 57'	3.00	EA	10,952.81	\$ 32,858.43
660-2-101	LOOP ASSEMBLY, Type A, 6' x 20', F & I	60.00	AS	834.20	\$ 50,052.00
660-4-32	VEHICLE DETECTION SYSTEM- VIDEO INSTALL, ABOVE GROUND EQUIPMENT	16.00	EA	598.27	\$ 9,572.32
676-2-300	ITS FIELD CABINET, INSTALL	8.00	EA	2,272.17	\$ 18,177.36
682-1-31	CCTV ASSEMBLY, INSTALL, DOME ENCLOSURE - PRESSURIZED	9.00	AS	1,543.21	\$ 13,888.89
700-10-122	DYNAMIC MESSAGE SIGN SUPPORT STRUCTURE, F & I, Cantilever, 21-30 ft	4.00	EA	51,804.70	\$ 207,218.80
700-10-132	DYNAMIC MESSAGE SIGN SUPPORT STRUCTURE, F & I, Pedestal, 21-30 ft	2.00	EA	53,598.26	\$ 107,196.52
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1.00	AS	562.19	\$ 562.19
700-1-60	SINGLE POST SIGN, REMOVE	1.00	AS	27.84	\$ 27.84
700-8-436	FRONT ACCESS DYNAMIC MESSAGE SIGN, FULL COLOR 101 TO 200', INSTALL	8.00	EA	3,514.32	\$ 28,114.56
705-11-3	DELINEATOR, FLEXIBLE HIGH VISABILITY MEDIAN	1.00	EA	212.78	\$ 212.78

710-11-190	PAINTED PAVEMENT MARKING, STD, WHITE, ISLAND NOSE	10.00	SF	18.52	\$	185.20
710-11-290	PAINTED PAVEMENT MARKING, STD, YELLOW, ISLAND NOSE	10.00	SF	18.52	\$	185.20
711-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.09	GM	12,345.00	\$	1,148.09
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	68.00	LF	18.52	\$	1,259.36
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	60.00	LF	14.81	\$	888.60
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	66.00	LF	30.86	\$	2,036.76
711-17	THERMOPLASTIC, PAVEMENT MARKINGS, REMOVE	100.00	SF	9.88	\$	988.00
			<b>Base Bid</b>		\$	1,985,181.25
999-0000	UNSPECIFIED WORK (Allowance)	175,000.00	EA	1.00	\$	175,000.00
	<b>*Add base bid + Unspecified Work for Total Bid*</b>		<b>TOTAL BID</b>		\$	2,160,181.25

SECTION E - BID SUBMITTAL FORM

W9

Substitute Form **W-9**

**Request for Taxpayer Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) Florida Safety Contractors, Inc.	
Business name, if different from above Florida Safety Contractors, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 11825 Jackson Road	Requester's name and address (optional)
City, state, and ZIP code Thonotosassa, FL 33592	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 57   1191566

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

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Michael K. Reichart	Date ▶ August 30, 2018
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\*Instructions to Form W-9 available upon request.

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

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

**Privacy Act Notice:**

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

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

SECTION E – BID SUBMITTAL FORM

**ELECTRONIC PAYMENT (EPAYABLES):**

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

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

Yes  No

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Company Name Florida Safety Contractors, Inc.

Signature 

Printed Signature Michael K. Reichart, President

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)

BID NUMBER: 178-0458-CP (JJ)

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

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

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

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

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

11825 Jackson Road, Thonotosassa, FL 33592

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

PRESIDENT Michael K. Reichart ADDRESS: 11825 Jackson Rd., Thonotosassa, FL 33592

SECRETARY Tracie Delbridge ADDRESS: 11825 Jackson Rd., Thonotosassa, FL 33592

TREASURER Brad Hite ADDRESS: 11825 Jackson Rd., Thonotosassa, FL 33592



SECTION E – BID SUBMITTAL FORM

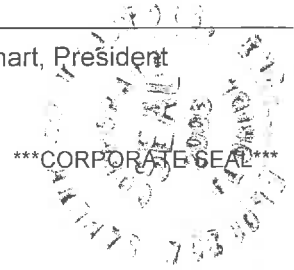
Said Corporation is qualified to do business in the State of Florida.

Florida Safety Contractors, Inc.  
Corporation Name

By

*[Signature]*  
President

Michael K. Reichart, President



Michael K. Reichart/David Borchert

Qualifying Agent

EC13001199 & CGC1516846

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

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

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

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

Company Name

By:

Name of Firm or Qualifying Agent

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

**SECTION E – BID SUBMITTAL FORM**  
**FLORIDA TRENCH SAFETY ACT**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

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

For Information Only, Not for Payment Purposes

\$ N/A

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

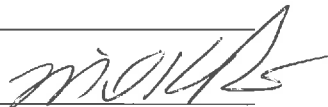
- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with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

Florida Safety Contractors, Inc.

**Company Name**

Michael K. Reichart, President

**Name and Title**



**Address:**

11825 Jackson Road, Thonotosassa, FL 33592

813-982-9172 & 813-982-9183-Fax

**Telephone/Fax**

57-1191566

**Federal Employee ID NO. (FEIN)**

estimating@floridasafetycontractors.com

**Email of Account Representative**


**SECTION F ADDENDA ACKNOWLEDGEMENT FORM**

**SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:**

Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)

Bid No: 178-0458-CP (JJ)

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

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Michael K. Reichart	8/2/2018

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

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm), listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

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

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

We, the undersigned have declined to submit a bid for No. **178-0458-CP (JJ)** for Bid Title: **ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

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

REMARKS:

N/A

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

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Florida Safety Contractors, Inc.  
11825 Jackson Road  
Thonotosassa, FL 33592

### OWNER:

(Name, legal status and address)

Pinellas County Board of County Commissioners  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

Bid No. 178-0458-CP(JJ) ATMS Alternate US Hwy 19 South SR-60 to 34th Street North

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

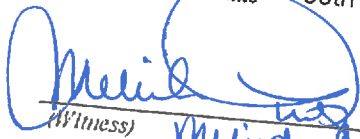
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 30th day of August, 2018

  
(Witness)

Meinda Kindy, Witness

Florida Safety Contractors, Inc.

(Principal)

By:

(Title)

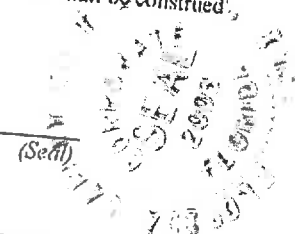
Michael K. Reichart, President

The Guarantee Company of North America USA

(Surety)

By:

Kevin R. Wojtowicz Attorney-in-Fact





**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin R. Wojtowicz, Tracey C. Brown, David R. Turcios, Jessica Pamela Reno, Daniel F. Oaks  
Nielson, Wojtowicz, Neu & Associates

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30<sup>th</sup> day of August 2018

Randall Musselman, Secretary

**SECTION H - AGREEMENT**

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT.



**AGREEMENT**

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

Florida Safety Contractors, Inc.

(Corporation, Partnership or Individual Proprietor)

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

11825 Jackson Road

Thonotosassa, FL 33592

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed

Two Million One Hundred Sixty Thousand One Hundred Eighty One and 25/100

DOLLARS \$2,160,181.25

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

**1. THE CONTRACTOR AGREES:**

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A) , Bid No: 178-0458-CP (JJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **THREE HUNDRED SIXTY-FIVE (365)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.



- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

As this Project is funded, in part, by grants, Contractor agrees to, defend, indemnify, and hold CSX Transportation, Inc. (CSX) harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which CSX may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of CSX), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of CSX to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of CSX. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of County are on the railroad rail corridor, County's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of CSX.

Furthermore, this Project is funded, in part, by the Florida Department of Transportation, and includes additional indemnification requirements for those who perform Work in connection with this Agreement. As a result, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the County's sovereign immunity.

- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners

P. O. Box 2438  
Clearwater, FL 33757

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

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

2. THE COUNTY AGREES:

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

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

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

3. IT IS MUTUALLY AGREED:

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



4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

**CONSTRUCTION CHANGE ORDERS**

**ADDENDA** (if applicable)

**APPENDIX 4 SPECIAL NOTICES** (if applicable)

**SECTION B SPECIAL CONDITIONS**

**SECTION D SPECIFICATIONS**

- (1) Pinellas County Public Works Supplemental Specifications for Traffic Control Signals and Devices, and Signing, Pavement Marking and Lighting **listed in Section D of this contract.**
- (2) Pinellas County Public Works Special Provisions (Special Provisions). **Listed in Section D of this contract.**
- (3) Pinellas County Public Works Standard Technical Specifications for Roadway and Related Construction– latest edition (Roadway Std. Tech. Specs.).
- (4) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only–latest edition. Division I is not applicable.
- (5) Pinellas County Project Specific Construction Plans for this contract.

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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

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

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

PINELLAS COUNTY acting by and through the Board of County Commissioners

Kenneth V. Wohl

Chairman

10/23/18

Date

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

By: Norman D. Long

Deputy Clerk

Florida Safety Contractors, Inc.

Name of Firm

By: [Signature]

Signature

Michael K. Reichart

Print Name

President

Title

Contractor's Registration or Certification

No. issued by the State of Florida

APPROVED AS TO FORM

By: [Signature]

Office of the County Attorney

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

**Florida Statute 255.05**

**Attached to and part of BOND NO 80165591**

**In Compliance with Florida Statutes 255.05 Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number(s) that may be pre-printed thereon.**

**CONTRACTOR:** Florida Safety Contractors, Inc.  
11825 Jackson Road  
Thonotosassa, FL 33592  
813-982-9172

**SURETY:** The Guarantee Company of North America USA  
One Towne Square, Suite 1470  
Southfield, MI 48076  
248-281-0281

**AGENT:** Nielson, Wojtowicz, Neu & Associates, Inc.  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705  
727-209-1803

**OBLIGEE:** Pinellas County Board of County Commissioners  
400 S. Ft. Harrison Avenue, Annex Building-6<sup>th</sup> Floor  
Clearwater, FL 33756  
727-464-3377

**PROJECT: 178-0458-CP(JJ); ATMS Alternate US Hwy 19 South- SR60 to 34<sup>th</sup> Street N  
(PID #022598A)**

178-0458-CP (JJ)

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SECTION I - BONDS

SECTION I - BONDS:

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

BOND NO. 80165591

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Florida Safety Contractors, Inc. , as Principal,
and The Guarantee Company of North America USA , as Surety,

Located at: One Tower Square, Suite 1470, Southfield MI 48076

(Business Address) 1(248)281-0281 ( Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Oblige in the sum of
Two Million One Hundred Sixty Thousand One Hundred Eighty-One and Twenty-Five Cents

DOLLARS \$ 2,160,181.25 For the payment whereof we bind ourselves,
our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Agreement with Oblige for Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID
# 002598A), Bid No: 178-0458-CP (JJ) in accordance with Plans and Specifications, which Agreement is incorporated by reference and made
a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

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

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

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

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

178-0458-CP (JJ)

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SECTION I - BONDS

BOND NO. 80165591

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

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 23<sup>rd</sup> day of

October, 2018, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:  
Florida Safety Contractors, Inc.

[Signature]  
Witness as to Principal

[Signature]  
(Authorized Signature)

[Signature]  
Witness as to Principal

Brad Hite  
(Print Name)

Treasurer  
(Title)

11825 Jackson Road  
Thonotosassa, FL 33592

(Business Address)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this \_\_\_\_\_

by Brad Hite  
of Florida Safety Contractors, Inc., a Florida  
Corporation, on behalf of the Corporation. ~~He~~ She is personally known to me or has produced Florida  
Driver's License as identification and who did (did not) take an oath.



AMANDA REICHART  
Comission # GG 177629  
Expires January 22, 2022  
Bonded Thru Budget Notary Services

Notary:

Print Name:

Commission Number:

My Commission Expires:

[Signature]



178-0458-CP (JJ)

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SECTION I - BONDS

BOND NO. 80165591

SURETY:

The Guarantee Company of North America USA

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

One Tower Square

Suite 1470

Southfield MI 48076

(Business Address)

*[Handwritten Signature]*

- OR

Witness as to Attorney In Fact

Margaret Schulz

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

Kevin R. Wojtowicz

(Print Name)

Witness as to Attorney In Fact

Susan Corral

Attorney-in-Fct

(Title)

1000 Central Ave. Ste 200

St. Petersburg, FL 33705

(Business Address)

727-209-1803

(Telephone Number)

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this  
October 31, 2018

By Kevin R. Wojtowicz  
Of The Guarantee Company of North America USA, a Michigan

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

Notary:

Print Name:

Commission Number:

My Commission Expires:

*[Handwritten Signature]*



178-0458-CP (JJ)

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**SECTION I - BONDS**

BOND NO. 80165591

**PAYMENT BOND**

BY THIS BOND, We Florida Safety Contractors, Inc.  
(hereinafter called the ("Principal" and The Guarantee Company of North America USA  
(hereinafter called the ("Surety"), located at One Tower Square, Suite 1470, Southfield MI 48076

A surety insurer chartered and existing under the laws of the state of Michigan  
and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County  
(hereinafter called the "County") in the sum of  
Two Million One Hundred Sixty Thousand One Hundred Eighty-One and Twenty-Five Cents

DOLLARS \$ 2,160,181.25

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

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for **Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A), Bid No: 178-0458-CP (JJ)** said Agreement being made a part of this Bond by this reference.

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

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

BE IT FURTHER KNOWN:

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

178-0458-CP (JJ)

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SECTION I - BONDS

BOND NO. 80165591

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

THIS BOND DATE THE 23rd DAY OF October, 2018 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered In the presence of:

PRINCIPAL: Florida Safety Contractors, Inc.

[Signature] Witness as to Principal [Signature] Witness as to Principal

[Signature] (Authorized Signature) Brad Hite (Print Name) Treasurer (Title) 11825 Jackson Road Thonotosassa, FL 33592 (Business Address)

STATE OF FLORIDA COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this

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



AMANDA R REICHART Commission # GG 177629 Expires January 22, 2022 Bonded Thru Budget Notary Services

Notary: [Signature] Print Name: Commission Number: My Commission Expires:

178-0458-CP (JJ)

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**SECTION I - BONDS**

BOND NO. 80165591

SURETY:

The Guarantee Company of North America USA

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

One Tower Square

Suite 1470


Southfield MI 48076

\_\_\_\_\_  
(Business Address)



OR

\_\_\_\_\_  
Witness as to Attorney In Fact Margaret Schulz

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

Kevin R. Wojtowicz

\_\_\_\_\_  
(Print Name)

Attorney-in-Fact

\_\_\_\_\_  
(Title)

1000 Central Ave. Ste 200

St. Petersburg, FL 33705

\_\_\_\_\_  
(Business Address)

727-209-1803

\_\_\_\_\_  
(Telephone Number)

  
\_\_\_\_\_  
Witness as to Attorney In Fact Susan Corral

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this  
October 31, 2018

By Kevin R. Wojtowicz  
Of The Guarantee Company of North America USA, a Michigan

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



Notary:

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_







The Guarantee Company of North America USA  
Southfield, Michigan

**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin R. Wojtowicz, Tracey C. Brown, David R. Turcios, Jessica Pamela Reno, Daniel F. Oaks  
Nielsen, Wojtowicz, Neu & Associates

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 23<sup>rd</sup> day of October, 2015



STATE OF FLORIDA - PINELLAS COUNTY  
I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County.  
This 21<sup>st</sup> day of NOV., 2018  
KEN BURKE  
Clerk of the Circuit Court & Comptroller

*Randall Musselman*

Randall Musselman, Secretary

By: *Debra Kozm*  
Deputy Clerk

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

All charges for labor, materials, supplies, lands, licenses and other expenses arising from  
**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A), Bid No: 178-0458-CP (JJ)** for which a lien  
or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly  
upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all  
demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to  
herein.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Affiant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

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

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

\_\_\_\_\_  
Name of Acknowledger Types, Printed or Stamped

**APPENDIX 1 - PERMITS**

**APPENDIX 1 - PERMITS:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid No: 178-0458-CP (JJ)**

**PLEASE REFER TO APPENDIX 1 - PERMITS**

# **APPENDIX 1**

## **PERMITS**

### **ATMS Alternate US 19 South - SR 60 to 34<sup>th</sup> Street N**

**(P.I.D. No. 002598A)**

#### PERMIT INDEX

AGENCY	PERMIT No.	PERMIT FEE / OTHER
Pinellas County Habitat Management Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
Dewatering Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
National Pollutant Discharge Elimination System (NPDES) Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
Information regarding Pinellas County's permits: <a href="https://library.municode.com/fl/pinellas_county/codes/code_of_ordinances?nodetid=PTIIILADECO_CH166ENNAREPR_ARTIIHAMALA_DIV2PE">https://library.municode.com/fl/pinellas_county/codes/code_of_ordinances?nodetid=PTIIILADECO_CH166ENNAREPR_ARTIIHAMALA_DIV2PE</a>		



**APPENDIX 2 – SAMPLE CHANGE ORDER**

**APPENDIX 2 – SAMPLE CHANGE ORDER:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)  
Bid No: 178-0458-CP (JJ)**

**SAMPLE CHANGE ORDER**  
PINELLAS COUNTY PURCHASING DEPARTMENT  
CLEARWATER, FLORIDA

FISCAL NO. \_\_\_\_\_

CHANGE ORDER NO. \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

TO \_\_\_\_\_

Total Agreement \$ \_\_\_\_\_

FOR \_\_\_\_\_

Addition \$ \_\_\_\_\_

IN CONNECTION WITH \_\_\_\_\_

New Total \$ \_\_\_\_\_

Deletion \$ \_\_\_\_\_

New Total Agreement \$ \_\_\_\_\_

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

\_\_\_\_\_  
Investigator

APPROVED AS TO FORM:  
OFFICE OF COUNTY ATTORNEY

\_\_\_\_\_  
Director of Purchasing  
Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_20\_\_\_\_\_

By \_\_\_\_\_  
Attorney

PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Chairman

Attest: KEN BURKE, CLERK  
By \_\_\_\_\_  
Deputy Clerk

Use Authorized Signatures Only

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Witness



**APPENDIX 4 – SPECIAL NOTICES**

**APPENDIX 4 – SPECIAL NOTICES:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid No: 178-0458-CP (JJ)**

**PLEASE REFER TO:**

- APPENDIX 4 - Special Notices**
- APPENDIX 4 - CSXT Agreement**
- APPENDIX 4 - TRIP Agreement (State-Funded Agreement)**

## **APPENDIX 4**

### **SPECIAL NOTICES**

#### **ATMS Alternate US 19 South - SR 60 to 34<sup>th</sup> Street N**

**P.I.D. No. 002598A**

In Pinellas County, Florida

#### **FLORIDA DEPARTMENT OF TRANSPORTATION GRANT REQUIREMENTS**

This project is funded, in part, by a grant from the Florida Department of Transportation (FDOT), and as a result, Contractor and subcontractors must comply with all terms and conditions of FDOT's agreement and all federal, state, and local laws and regulations applicable to this Project.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

##### 1) E-Verify

"The contractor/consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term."

##### 2) FDOT Insurance Requirements –

SECTION C – INSURANCE REQUIREMENTS have been amended to include requirements from the State funding agreement with FDOT. These changes include the following, as well as changes to the coverage limits specified in SECTION C of this contract:

- Contractor must make FDOT an additional insured on any and all liability policies pertaining to this project.
- Contractor must carry Worker's Compensation insurance in accordance with the Florida Worker's Compensation Law.

## **CSX TRANSPORTATION AGREEMENT REQUIREMENTS**

The attention of prospective bidders is directed to the fact that this project contains a Facility Encroachment Agreement with CSX Transportation, Inc. (CSXT) for the installation of fiber optic cable UNDER the CSXT right-of-way. The project plans include fiber optic cable installation under the railroad tracks BY horizontal directional drill.

Exhibit 1 attachment to the Invitation to Bid titled "Exhibit 1 – Contractor Acceptance" must be signed by the awarded bidder prior to the preconstruction conference. The additional insurance coverage described in Exhibit 1 shall be in place prior to any entry and/or work within the CSXT railroad property, and shall be maintained by the Contractor until completion of the work within said railroad property.

**Exhibit 1**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX858401, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated March 13, 2018, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

EBH

CSX TRANSPORTATION INC.

By: [Signature]

Print/Type Name: Anna Jahn

Print/Type Title: Senior Manager, Public Safety Services

Witness for Licensee's Contractor

[Signature]

Florida Safety Contractors, Inc.  
LICENSEE'S CONTRACTOR

By: Michael K. Reichart [Signature]

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: Michael K. Reichart TITLE: President DATE: 9/17/18

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of March 13, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter, collectively, called "Facilities," over, under or across property owned or controlled by Licensor at the below described location(s):

1. One (1) sub-grade fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Largo, Pinellas County, Florida, Jacksonville Division, Clearwater Subdivision, Milepost ARE-885.05, Latitude N27:54:54.2124, Longitude W82:47:15.4392;
2. Two (2) empty conduits, use to be determined at a future date, located at or near Largo, Pinellas County, Florida, Jacksonville Division, Clearwater Subdivision, Milepost ARE-885.05, Latitude N27:54:54.2124, Longitude W82:47:15.4392;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

- (A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;
- (B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and
- (C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

**2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ONE THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$1,500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

**3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.



3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by Section 768.28, Florida Statutes (as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.3 To the fullest extent permitted by Section 768.28, Florida Statutes (as amended), as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

9.8 Notwithstanding anything to the contrary contained in this Agreement, Licensee's indemnification obligations shall not be construed as a waiver of its sovereign immunity under Section 768.28, Florida Statutes (as amended).

9.9 Licensee may, to the fullest extent possible, through use of the Contractor Acceptance Form attached as a Rider hereto, as well as Licensee's contracts entered into pursuant to this Agreement, require its third party contractor(s) to indemnify and defend both Licensor and Licensee.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's Contractor's existing CGL policy (ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and

continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensors, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensors's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

**12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 727-631-5373.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at Pinellas County Public Works, 22211 U.S. 19 N, Building #1, Clearwater, FL 33765, c/o Transportation Division Director and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.



**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use

or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages, to the maximum extent permitted by Section 768.28, Florida Statutes (as amended).

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

## **19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form

attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

EH

By: [Signature]

Print/Type Name: Donna John

Print/Type Title: S Manager Real Estate Services

ATTEST: ~~Witness for Licensee~~ KEN BURKE, CLERK

PINELLAS COUNTY

By: [Signature]  
Deputy Clerk

By: Kenneth T. Welch

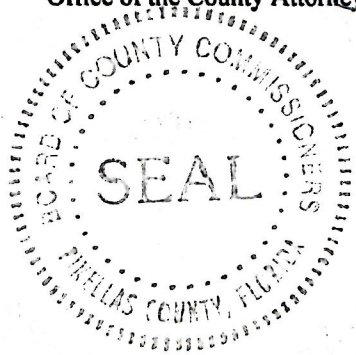
APPROVED AS TO FORM

Who, by the execution hereof, affirms that he/she has  
the authority to do so and to bind the Licensee to the  
terms and conditions of this Agreement.

By: [Signature]  
Office of the County Attorney

Print/Type Name: Kenneth T. Welch

Print/Type Title: Chairman  
Board of County Commissioners



Tax ID No.: 85-8013287050C-7

Authority under Ordinance or

Resolution No. \_\_\_\_\_

Dated \_\_\_\_\_

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX858401, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated March 13, 2018, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

\_\_\_\_\_  
LICENSEE'S CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

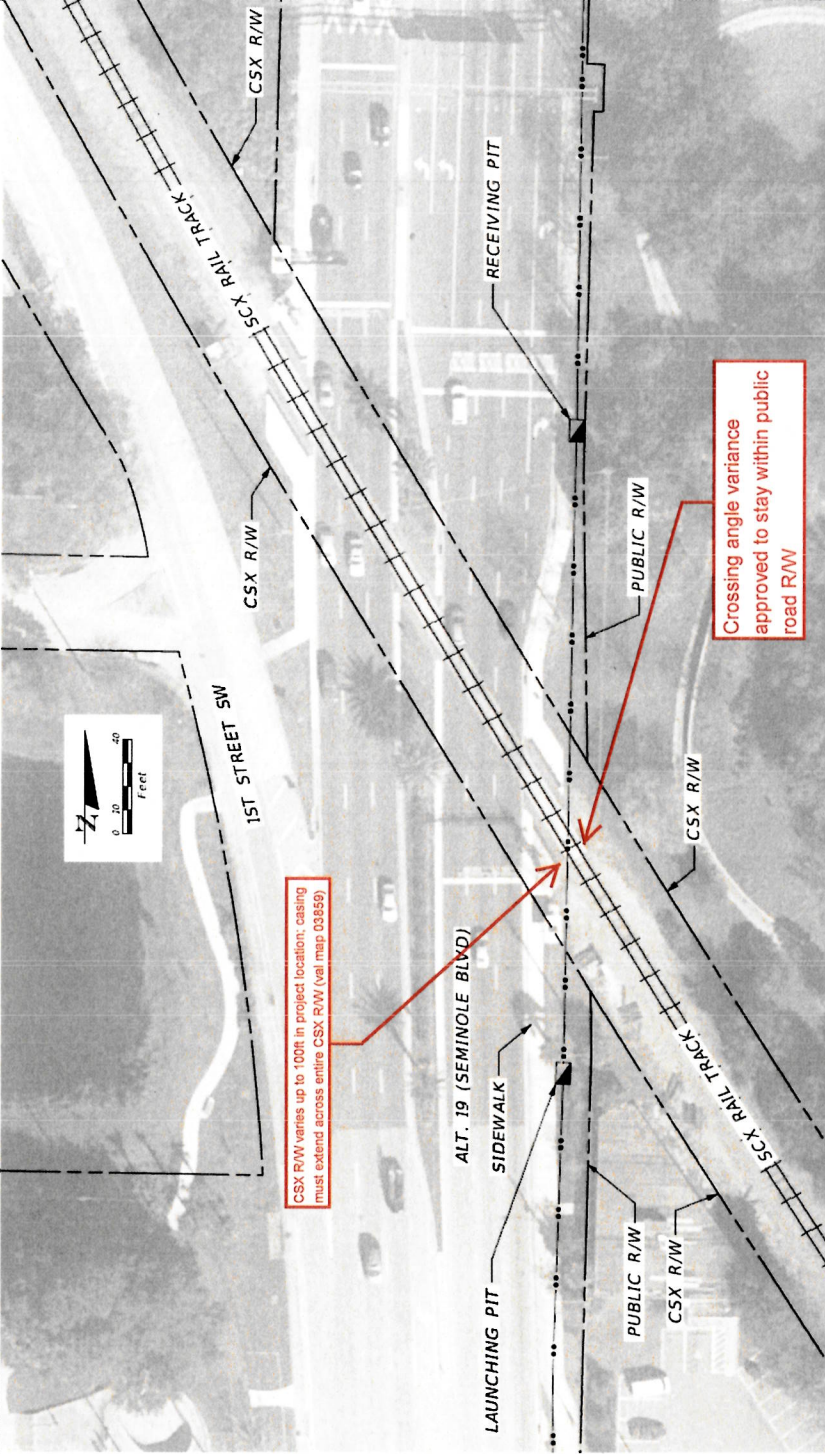
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Print Form

Reset Form

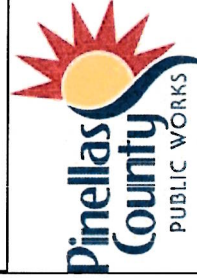


**CSX PROPERTY SERVICES REVIEW**  
 No Exceptions  Exceptions Noted  
 This review is for the general information of the client and is not intended to be used for legal purposes. For all details of the project, the client should refer to the project contract documents. The client is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

PID 000197A  
 (PINELLAS COUNTY)  
 CSX MILE POST

The project requires a directional bore beneath the CSX railroad. The total bore length is 283' running from south to north on the east side of the roadway at CSX Mile Post ARE 885.03. The directional bore runs through the CSX R/W for a length of 92' at a skew of approximately 32.6° from the centerline of the track.

At no time will the contractor impede the flow or operation of the CSX system. A directional drill locator will be on CSX right of way during the drilling process. The directional drill shall be a minimum of 15' below railroad tracks and tracked constantly with location and depth marked every 10'.

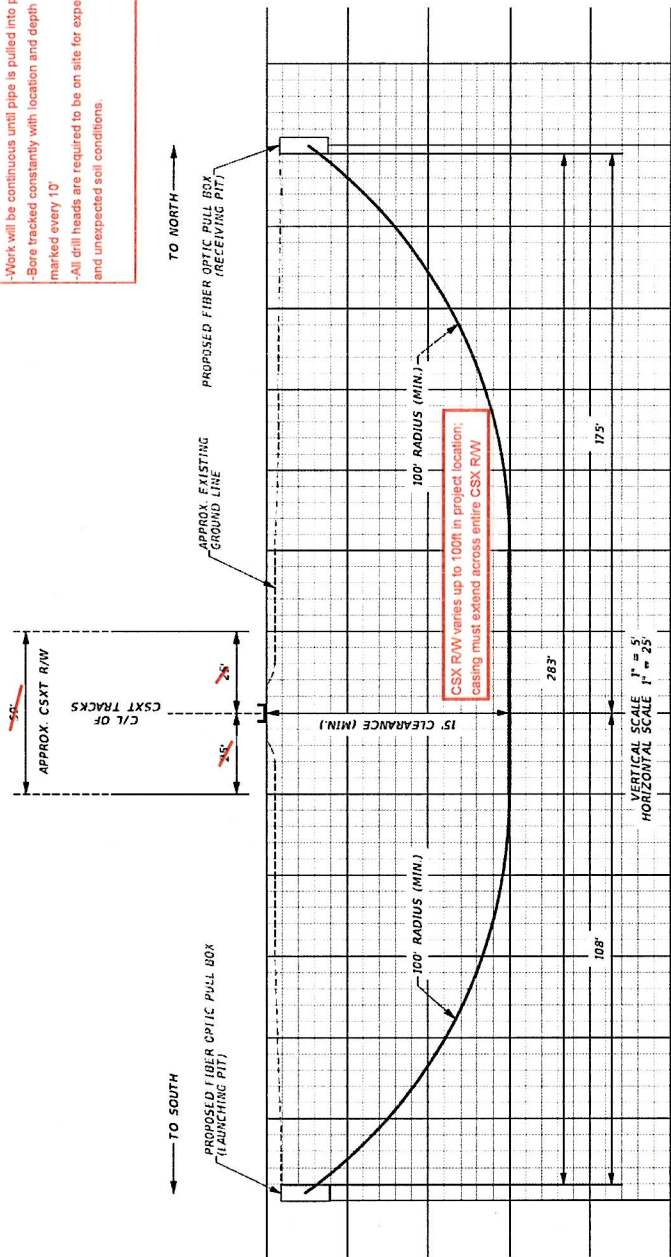


Location:	Largo, Florida
Latitude:	27 54' 54.98"N
Longitude:	82 47' 16.08"W
Drawing No.:	Cover Sheet
Drawing Date:	Feb 1, 2018
Drawing Scale:	1" = 40' Feet
Sheet	1 of 2
Last Revised:	



**CSX PROPERTY SERVICES REVIEW**  
 No Exceptions  Exceptions Noted  
 This review is for the general conformance with CSX safety design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval or proceed without meeting all of CSX safety and contractual requirements.  
 By: *Anthony L. Palmer*

**General Notes:**  
 -Casing pipe ends must be sealed to prevent entrance of foreign materials.  
 -Work will be continuous until pipe is pulled into place marked every 10'  
 -All drill heads are required to be on site for expected and unexpected soil conditions.



**NOTES:**  
 REFER TO HDD INTERIM GUIDELINES AND ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.  
 LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.  
 CASING PIPE ENDS MUST BE SEALED TO PREVENT ENTRANCE OF FOREIGN MATERIALS.  
 IF APPLICABLE, HDPE DR 11 OR BETTER MUST BE USED.  
 YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.

**CSX BORE PLAN TEMPLATE AND FRACTION MITIGATION PLAN TO BE SUBMITTED TO CSX FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.**

**LEGEND**

Letter	Description
(a)	Distance from centerline of track to CSX R/W
(b)	Distance from base-of-rail to top-of-casing
(c)	Distance from base-of-ditch to top-of-casing
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)
(f)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down
(g)	Innerduct Diameter
(h)	Casing/Conduit Diameter
(i)	Depth of Launching/Receiving Pit

**WIRE/CABLE DETAILS**

Type:	Electric	Communications
Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>
Conductor Material(s):	<input type="checkbox"/> Aluminum/Copper	<input type="checkbox"/> Fiber Optic
Wire/Cable 1		Wire/Cable 2
Wire/Cable 3		
Fiber Cable Count:	144	
Wire Size/Pair:		
Voltage:		
If options above not applicable, describe:		
Number of Phases (Electric Only):		

**CASING PIPE DETAILS**

Pipe Material:	HDPE (SDR 11 or better)
Material Specifications & Grade:	Schedule 40 - ASTM F2160
Specified Minimum Yield Strength:	3400 PSI
Nominal Size Outside Diameter (Inches):	4"
Wall Thickness (Inches):	
Type of Joints:	
Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temp. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Proposal to install 4in HDPE SDR11 casing w/ 3 x 1in inner ducts (1 x 144cf fob & 2 x empties)**



Location: Largo, Florida  
 Latitude: N 27 54' 54.98"  
 Longitude: W 82 47' 16.08"  
 Drawing No.: Cross Section Detail Sheet 2 of 2  
 Drawing Date: 02 / 01 / 2018 Revised: / /  
 Drawing Scale: V 1 Inches = 5 Feet  
 Drawing Scale: H 1 Inches = 25 Feet





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

11201 N. McKinley Drive  
Tampa, FL 33612-6456

MIKE DEW  
SECRETARY

June 25, 2018

Merry E. Celeste, CPPB  
Sr. Department Administrative Manager  
Pinellas County Public Works  
14 S. Fort Harrison Ave, 6<sup>th</sup> floor  
Clearwater, FL 33756

RE: Transportation Regional Incentive Program (TRIP) Agreement  
ALT US 19 South from US 19 to SR 60  
FPN: 434891 1 54 01 Contract Number: G0W91

Dear Ms. Celeste:

The Transportation Regional Incentive Program (TRIP) Agreement for the above referenced project was executed June 22, 2018 and is attached to this cover. This letter serves as the Notice to Proceed for the Construction phase of the project and the County may incur costs related to this phase as of the execution date.

If you have any questions, please call me at (813) 975-6428.

Sincerely,

Tamara Perez  
Local Programs Coordinator  
[tamara.perez@dot.state.fl.us](mailto:tamara.perez@dot.state.fl.us)

/TP  
Enclosure

cc: Linda Mitchell, Accounting Services Supervisor; Sara Clark, Local Programs Administrator, Robin Parrish, LAP Project Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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FPN: 434891 1 54 01 Fund: TRWR FLAIR Category: \_\_\_\_\_  
Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

County No: 15 Contract No: G0W91 Vendor No: F596000800203

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on June 22, 2018,  
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Pinellas County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "E", Recipient Resolution, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and CEI of an Advance Traffic Management System (ATMS)/Intelligent Transportation System (ITS) on Alternate US 19 South, from US 19 to SR 60, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 5/29/2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$3,364,946.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,682,473.00 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F – Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on



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Department right-of-way shall conform to all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "E". This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through



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the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall:
- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the

standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.



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- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- d.  The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: \_\_\_\_\_
- e. **Exhibit and Attachment List**
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
  - \*Exhibit C: Engineer's Certification of Compliance
  - Exhibit D: State Financial Assistance (Florida Single Audit Act)
  - Exhibit E: Recipient Resolution
  - \*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
  - \*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): Addendum

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Pinellas County

By: *Kenneth T. Welch*  
Name: Kenneth T. Welch  
Title: Chair, Board of the County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: *[Signature]*  
Name: Richard Moss, P.E.  
Title: Director of Transportation Development

ATTEST: Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk

Legal Review:

By: *[Signature]*  
Name: Martin Hernandez

APPROVED AS TO FORM

By: *[Signature]*  
Office of the County Attorney



**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 434891 1 54 01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Pinellas County (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Total length 17.597 miles

**PROJECT DESCRIPTION:** The COUNTY will construct an Advanced Traffic Management System (ATMS)/Intelligent Transportation System (ITS) on Alternate US 19 South, from US 19 to SR 60. The project includes installation of conduit and fiber optic cable and video vehicle detection system along Missouri Avenue (Alt US 19) from Ulmerton Road to SR 60, and installation of CCTV cameras and dynamic message sign structures from US 19 to SR 60. Nine CCTV cameras and eight DMS structures are currently planned within the scope of the project.

Pinellas County certifies to the Department that all fiber and ATMS devices will only be used for State Road corridor transportation related uses and that conduit installed with this project will not be used for non-transportation purposes. Pinellas County shall maintain all devices and be responsible for management and operation of the system. The DEPARTMENT will be provided access to the system as requested and/or necessary. If the DEPARTMENT subsequently determines the COUNTY'S fiber and conduit are being used for non-transportation related purposes, the COUNTY shall remove the fiber and conduit at its sole expense within 30 days of notification by the DEPARTMENT.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency is required to provide a copy of the design plans to the Department. Coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Agency will submit to the Department the project draft Bid Package and draft construction contract. The Agency will not begin the construction phase until the Department has reviewed, approved the Bid package and issued a Notice to Proceed. The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by 12/31/2017.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 8/30/2018.
- f) Construction to be completed by 5/29/2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** The Department will issue a Notice to Proceed to the Agency after final



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**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

execution of this agreement. The County will be reimbursed for expenses incurred during the agreement time period that are directly related to the project. Submit a quarterly progress report with each invoice for this project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>Pinellas County</u> <u>22211 US Highway 19 North</u> <u>Clearwater, FL 33765</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>434891 1 54 01</u>
-------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------

I. PHASE OF WORK by Fiscal Year:	FY 2018	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Right of Way- Phase 44</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>	\$ 3,384,946.00	\$ 0.00	\$ 0.00	\$3,384,946.00
Maximum Department Participation - (\$1,225,000.00)	50% or \$ 1,682,473.00	or % \$	or % \$	50% or \$ 1,682,473.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	50% or \$ 1,682,473.00	or % \$ 0.00	or % \$ 0.00	50% or \$1,682,473.00
In-Kind Contribution	\$ 1,682,473.00	\$	\$	\$ 1,682,473.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00



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**EXHIBIT "C"**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and PINELLAS COUNTY

PROJECT DESCRIPTION: Construction of an Advance Traffic Management System (ATMS)/Intelligent Transportation System (ITS) on Alternate US 19 South, from US 19 to SR 60

FPID#: 434891 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: \_\_\_\_\_ **P.E.**  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT D**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$1,682,473.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

RESOLUTION NO. 18-30

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) AND PINELLAS COUNTY (COUNTY) FOR FUNDING OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)/ INTELLIGENT TRANSPORTATION SYSTEM (ITS) ON ALTERNATE US 19 SOUTH FROM US 19 TO SR 60 THROUGH THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT, DEPARTMENT FINANCIAL PROJECT NUMBER 434891 1 54 01.

WHEREAS, the DEPARTMENT has the authority to enter into this agreement with the COUNTY pursuant to Sections 334.044, 334.044(7), and 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026); and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Sections 334.044, 334.044(7), and 339.2819, Florida Statutes; and

WHEREAS, the COUNTY has requested funding from the DEPARTMENT through this TRIP Agreement for the construction of the ATMS/ITS on Alternate US 19 South, from US 19 to SR 60 to include signal improvements, closed-circuit television cameras, dynamic message signs, and wireless communications; and

WHEREAS, the COUNTY will be reimbursed from the DEPARTMENT for expenses incurred during the agreement time period that are directly related to the project; and

WHEREAS, the ATMS/ITS on Alternate US 19 South, from US 19 to SR 60 has been awarded funding for construction and construction engineering inspection services; and

WHEREAS, the COUNTY is responsible for construction activities and construction engineering inspection services; and

WHEREAS, it is required that execution of a formal Agreement for the transfer of funds for the above activities be entered into between the DEPARTMENT and the appropriate COUNTY officials.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pinellas County, Florida, duly assembled this 5th day of June, 2018 authorizes the Chairman to execute and the Clerk to attest the TRIP Agreement with the DEPARTMENT for funding of construction activities associated with the ATMS/ITS on Alternate US 19 South, from US 19 to SR 60.

Commissioner Long offered the foregoing resolution and moved its adoption which was seconded by Commissioner Gerard, and upon roll call the vote was:

AYES: Welch, Eggers, Gerard, Justice, and Long.

NAYS: None.

ABSENT OR NOT VOTING: Seel.

APPROVED AS TO FORM

By:

  
Office of the County Attorney

**EXHIBIT "F"**

**TERMS AND CONDITIONS OF CONSTRUCTION IN  
DEPARTMENT RIGHT OF WAY**

1. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
  - a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") (as of January 1, 2018, the Department Design Manual ("FDM") will replace the PPM) and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
  - b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Rolando Sanchez at 813-975-3551.
  - c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
  - d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
  - e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
  - f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.



**EXHIBIT "F"**

**TERMS AND CONDITIONS OF CONSTRUCTION IN  
DEPARTMENT RIGHT OF WAY**

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the Department's Materials Acceptance and Certification database application and the Department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department as a result of a Department order to cease construction operations to remove potential hazards from the right-of-way.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its

**EXHIBIT "F"**

**TERMS AND CONDITIONS OF CONSTRUCTION IN  
DEPARTMENT RIGHT OF WAY**

discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient 's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.**
- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of the proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.**
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans with Disabilities Act (ADA) standards.**
- r. Restricted hours of operation must be approved by the Operations Engineer, or designee.**
- s. Lane closures on the state road system must be approved by the applicable Department District Operations Engineer or designee and coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:**

**Chris Carlson  
813-975-6285**

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

## ATTACHMENT F

### CONTRACT PAYMENT REQUIREMENTS

#### Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

**Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

## ADDENDUM

Paragraph 14.a. Indemnification and Insurance, is modified to read as follows:

*"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement. As to the Department, costs expressly include, but are not limited to, reasonable attorney's fees.*

*This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."*

**APPENDIX 5 – OTHER UTILITIES**

**APPENDIX 5 – OTHER UTILITIES:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid No: 178-0458-CP (JJ)**

**N/A**

**OTHER UTILITIES**

**AGENCY**

**REPORT NO.**

**PAGE NO. (s)**

**APPENDIX 6 – REPORTS**

**APPENDIX 6 - REPORTS:**

**Bid Title: ATMS Alternate US Hwy19 South-SR60 to 34th Street N (PID # 002598A)**

**Bid No: 178-0458-CP (JJ)**

**REPORTS**

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