



Pinellas County  
**ADMINISTRATIVE SERVICES**

Joseph Lauro, Director  
Pinellas County Courthouse Annex Bldg., Sixth Floor, Clearwater, FL 33765

---

**PROPOSAL DOCUMENT REPORT**

ITB-C No. 23-1080-ITB-C STEP 2

SCB Replacement of Generator Controls and Switchgear (GEN 2) STEP 2

RESPONSE DEADLINE: October 26, 2023 at 3:00 pm

Report Generated: Monday, December 4, 2023

**New Era Electric Inc Proposal**

**CONTACT INFORMATION**

**Company:**

New Era Electric Inc

**Email:**

dmartinez@neweraelectric.net

**Contact:**

Joany Gutierrez

**Address:**

15420 SW 136 ST  
Miami, FL 33196

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Oct 26, 2023 2:13 PM

### ADDENDA CONFIRMATION

Addendum #1

*Confirmed Oct 26, 2023 10:59 AM by Joany Gutierrez*

Addendum #2

*Confirmed Oct 26, 2023 10:59 AM by Joany Gutierrez*

### QUESTIONNAIRE

**1. Please Upload your COMPLETE Bid here.\***

1. W-9
2. SBE FORM
3. Florida Trench Safety
4. Addendum (acknowledge if applicable in OpenGov)
5. E-Verify Affidavit
6. Bid Bond
7. OpenGov Fillable- Final
8. Affidavit of Release and Guarantee

W-9\_2023.pdfSBE\_Form.pdfFlorida\_Trench\_Safety\_Form\_(2).pdfOpenGov\_Fillable.pdfA310\_Bid\_Bond\_Form.pdfE-Verify\_Affidavit.pdfAffidavit\_of\_Release\_and\_Guarantee.pdf

**2. Did you read through and confirm that you met all the proposal requirements and attached all required documents?\***

Yes

## PRICE TABLES

### UTILITIES

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	Mobilization / Demobilization	1	LS	\$55,772.00	\$55,772.00
2	Building Permit Allowance	1	EA	\$10,000.00	\$10,000.00
3-1	Switchgear A	1	LS	\$277,790.00	\$277,790.00
3-2	Switchgear B	1	LS	\$277,790.00	\$277,790.00
3-3	Generator Controls CC1, C4, C5	1	LS	\$417,749.00	\$417,749.00
3-4	Generator Controls CC2, C6, C7	1	LS	\$416,749.00	\$416,749.00
3-5	Plant SCADA HMI Changes	1	LS	\$119,358.00	\$119,358.00
3-6	Temporary Engine/Generator Sets, Fuel Tank and Cabling	1	LS	\$601,616.00	\$601,616.00
3-7	Arc Flash Risk Assessment and Labeling	1	LS	\$30,000.00	\$30,000.00
3-8	O&M Manuals and As-Built Drawings	1	LS	\$6,000.00	\$6,000.00
3-9	Project Closeout Documents	1	LS	\$3,000.00	\$3,000.00
<b>TOTAL</b>					<b>\$2,215,824.00</b>

### UNSPECIFIED WORK

PROPOSAL DOCUMENT REPORT  
ITB-C No. 23-1080-ITB-C STEP 2  
SCB Replacement of Generator Controls and Switchgear (GEN 2) STEP 2

---

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
4	Unspecified Work	418,000	EA	\$1.00	\$418,000.00
TOTAL					\$418,000.00



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>New Era Electric Inc</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>15420 SW 136 ST Unit 20</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Miami FL 33196</b>		
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number										
			-			-				
or										
Employer identification number										
1	3		-	4	3	5	0	2	6	8

## 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 below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>05/10/2023</b>
-----------	--	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

APPENDIX 7 - SBE COMPLIANCE FORM

**APPENDIX 7 – SBE COMPLIANCE FORM**

**MANDATORY SBE PROJECT GOAL PERCENTAGE LISTED IN SPECIAL CONDITIONS SECTION**

PRIME CONTRACTOR NAME: New Era Electric Inc

**SUBCONTRACTOR(S) INFORMATION:**

COMPANY: N/A

ADDRESS: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

AMOUNT OF  
SUBCONTRACTED  
WORK: \_\_\_\_\_

\$

CONTACT: \_\_\_\_\_

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

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

AMOUNT OF  
SUBCONTRACTED  
WORK: \_\_\_\_\_

\$

CONTACT: \_\_\_\_\_

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

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

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

ADDRESS: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

AMOUNT OF  
SUBCONTRACTED  
WORK: \_\_\_\_\_

\$

CONTACT: \_\_\_\_\_

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

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

AMOUNT OF  
SUBCONTRACTED  
WORK: \_\_\_\_\_

\$

CONTACT: \_\_\_\_\_

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

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

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

Name and Title of Authorized  
Representative: \_\_\_\_\_

Joany Gutierrez President

Signature: \_\_\_\_\_

**FOR PINELLAS COUNTY USE ONLY:**

*I have reviewed this Compliance Form and found the Bidder ☐ IS ☐ IS NOT in compliance with the Invitation to Bid SBE goals.*

**Purchasing Staff  
Member:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **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.

	<b>Trench Safety Measure (Description)</b>	<b>Units of Measure (LF, SF)</b>	<b>Unit (Quantity)</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
1.	36 Inch	100'	1	\$ 16.00	\$ 16,000.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 16,000.00

## FLORIDA TRENCH SAFETY

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.

- A. 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).
- B. 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.

New Era Electric Inc

**Company Name**

Joany Gutierrez President



**Name and Title**

**Address:**

15420 Sw 136 St Unit 20

Miami FL 33196

786 366 9697

**Telephone/Fax**

13-4350268

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

dmartinez@newerelectric.net

**Email of Account Representative**

## VENDOR SUBMITTAL ACKNOWLEDGEMENT FORM

It is the policy of Pinellas County, Board of County Commissioners, to accept the lowest responsive and responsible or highest ranked submittal received meeting specifications. No changes requested by a vendor due to an error in pricing will be considered after the advertised solicitation opening date. By signing this Vendor Submittal Acknowledgment Form, vendors are attesting to their awareness and acceptance of this policy and agreeing to all solicitation of terms and conditions, including any insurance requirements.

Vendor Name (as shown on W-9): New Era Electric Inc

Doing Business As (DBA) (if applicable): Same

Mailing Address (as shown on W-9): 15420 Sw 136 St Unit 20

City, State, Zip (as shown on W-9): Miami FL 33196

Vendor Email (primary company email): dmartinez@neweraelectric.net

Remit to address (as shown on vendor invoice): 15420 SW 136 St Unit 20 Miami FL 33196

Federal Tax ID (FEIN) #: 13-4350268

### Vendor Contact Information

Contact Name: Diana Martinez

Phone Number: 786 366 9697


Email Address: dmartinez@neweraelectric.net

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) N/A % N/A Days

Deposit (if required) has been paid in the amount of \$ N/A

Proper Corporate Identity is needed for a firm registered with the Florida Division of Corporations. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information. It is essential to return a copy of your W-9 with your submittal.

I hereby agree to abide by all conditions of this solicitation, including all insurance requirements, and certify that I am authorized to sign this solicitation for the vendor.

Authorized Signature: 

Print Name: Joany Gutierrez

Title: President

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

## CONTRACTOR REFERENCES

**Company Name:** New Era Electric Inc

**Business Address:** 15420 Sw 136 St Unit 20 Miami FL 33196

**Length of time the company has been in business:** 16 Yrs

**How long in present location:** 3 Yrs

**Total number of current employees:** Full-Time: 21 Part-Time:

**Number of employees you plan to use to service this contract:** 5

All references will be contacted by a County Designee via email, fax, or phone call to obtain answers to questions, as applicable before an evaluation decision is made. Vendor must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

REFERENCE 1:	REFERENCE 2:
Company: The De Moya Group	Company: Archer Western
Address: 7230 Nw 8 St Miami FL 33126	Address: 3201 Nw 24 St Miami FL 33142
Telephone: 305 487 2432	Telephone: 305 951 8838
Contact Name: Guillermo Brailly	Contact Name: Mike Baum
Contact Email: guillermo.brailly@demoya.com	Contact Email: mike.baum@archerwestern.com
Company Email: guillermo.brailly@demoya.com	Company Email: mike.baum@archerwestern.com
REFERENCE 3:	REFERENCE 4:
Company: City of Florida City	Company: Miami Dade County Traffic Signals & Signs
Address: 404 W Palm Dr #3 Florida City 33034	Address: 7100 Nw 36 St Miami FL 33166
Telephone: 305 586 2087	Telephone: 305 591 4594
Contact Name: Edel Villar	Contact Name: Felix Hernandez
Contact Email: evillar@floridacity.gov	Contact Email: felix.hernandez@miamdade.gov
Company Email: evillar@floridacity.gov	Company Email: felix.hernandez@miamdade.gov

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

## ELECTRONIC PAYMENT (EPAYABLES)

Pinellas County, Board of County Commissioners, is offering faster payments. The County would prefer to make payment using credit card through the ePayables system.

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

Yes ☒ No ☐

For more information about ePayables credit card program please visit the Purchasing Department website:

<https://pinellas.gov/epayables-2/>

Company Name: New Era Electric Inc

Phone Number: 305 909 3126

Email: jgutierrez@neweraelectric.net

Signature:



Print Name: Joany Gutierrez

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

New Era Electric Inc.  
11820 SW 176th Street  
Miami, FL 33177

### SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company  
800 Superior Avenue E., 21st Floor  
Cleveland, OH 44114

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

### OWNER:

(Name, legal status and address)

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

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

**BOND AMOUNT:** \$ Five Percent of Total Amount Bid (5%)

### PROJECT:

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

23-1080-ITB-C STEP 2 - SCB REPLACEMENT OF GENERATOR CONTROLS AND SWITCHGEAR (GEN 2) STEP 2

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 25th day of October, 2023

  
(Witness) SARAH O. ACOSTA

New Era Electric Inc.

(Principal)

(Seal)

  
(Title)

Developers Surety and Indemnity Company

(Surety)

(Seal)



(Title) Warren M. Alter, Attorney-in-Fact





**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

**Warren M. Alter and David Satine of Miami Lakes, FL**

as its true and lawful Attorney(s)-in-Fact, jointly and severally, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 31, 2022 and shall expire on December 31, 2023.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company"), effective as of September 1, 2022.

RESOLVED, that Charles Cygal, Principal and Chief Underwriting Officer, an officer of Euclid Surety LLC (the "Euclid Officer"), is hereby authorized to execute a Power of Attorney, qualifying the attorney(s)-in-fact named in this Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of the Euclid Officer and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Euclid Officer and attested by their Secretary or Assistant Secretary this November 17, 2022.

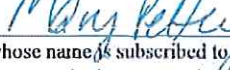
By: 

Charles Cygal, Principal and  
Chief Underwriting Officer  
Euclid Surety LLC



STATE OF IL

COUNTY OF Kane

On this 20 day of November, 2022, before me, , personally appeared CHARLES CYGAL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this December 29, 2022 | 9:35 AM PST

DocuSigned by:

By: 

6B6415E7ADE548C...

Barry W. Moses, Assistant Secretary

POA No. 6.2

Signed and Sealed this 25th day of October, 2023

Ed. 1122

E-VERIFY AFFIDAVIT

**E-VERIFY AFFIDAVIT**

I hereby certify that New Era Electric Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of New Era Electric Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: [Signature]

Print Name: Joany Gutierrez

Date: 10/26/2023

Federal Work Authorization User Identification No.: 13-4350268

Name of Pinellas County Contract and Contract No.: 23-1080-ITB-C STEP 2

STATE OF FLORIDA COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of 1) physical presence \_\_\_ or 2) online notarization \_\_\_, this October 26 2023 (date) by Joany Gutierrez (name of officer or agent, title of officer or agent) of New Era Electric Inc (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced Known to me (type of identification) as identification.

[Notary Seal]



Notary Public: [Signature]

Name typed, printed, or stamped: Diana Martinez

My Commission Expires: October 2026



AFFIDAVIT OF RELEASE AND GUARANTEE

**AFFIDAVIT OF RELEASE AND GUARANTEE**

STATE OF FLORIDA

COUNTY OF Miami-Dade

Before me, the undersigned authority, personally

appeared

Joany Gutierrez

who after being duly sworn, deposes and says:

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

Bid **23-1080-ITB-C SCB Replacement of Generator Controls and Switchgear (GEN 2)**, (PID #004906A) 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.

J  
(Affiant)

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this

October 26 2023

By Joany Gutierrez who is personally known to me and/or has produced

Known to me

As identification.



Diana Martinez  
Signature of Person Taking Acknowledgement

Diana Martinez

Name of Acknowledger Types, Printed or Stamped

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

October 19, 2023

TO: INVITED BIDDERS

INVITATION TO BID: SCB Replacement of Generator Controls and Switchgear (GEN 2)

BID NUMBER: 23-1080-ITB-C

BID SUBMITTAL IS DUE: STEP 2: October 26, 2023 at 3:00 P.M.

**ADDENDUM NO. 2 – STEP 2**

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

**QUESTION(S)/RESPONSE(S):**

1. **Question:** Specification section 01 11 00/1.0/1.01/B calls for removing General Electric Breakers and replacing them with ABB Breakers. The photo of the existing switchgear on sheet E-4 of the drawings shows Russelectric gear, not G.E., and ABB has said they will not provide a quote for this project. Please confirm the type of existing gear and the type of replacement breakers required.  
**Response: The existing circuit breakers are manufactured by GE. These circuit breakers shall be replaced with ABB circuit breakers as specified.**
2. **Question:** Russ Electric was contacted to provide quotes for this project as they are the manufacturer of both the existing switchgear and controls. They were unaware of the project and will need additional time to put a quoted package together. Is it possible to extend the bid date?  
**Response: Manufacturers in addition to Russelectric are invited to bid this project. ABB circuit breakers are specified for the replacement circuit breaker.**
3. **Question:** Russ Electric is unable to support Modicon PLC Would it be acceptable to use GE PLCs?  
**Response: PLC's shall be Modicon, as required by Pinellas County.**
4. **Question:** How far away would containment area be from temporary generators?  
**Response: N/a**
5. **Question:** Where will the staging area be to store controllers prior to beginning?  
**Response: Warehouse (PM will coordinate amongst SCB Plant Staff)**
6. **Question:** What is the job duration?  
**Response: See Section 5.3 - Special Conditions, PRICING/PERIOD OF CONTRACT - " not more than 450 consecutive calendar days"**
7. **Question:** For the temporary generator, is there a containment area needed around the fuel and generator?  
**Response: No**

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



8. **Question:** Who is the manufacturer of the existing controllers?  
**Response:** In responses to the control panel themselves the manufacturer is Russelectric  
In responses to the engine controllers the manufacturer is Woodward
9. **Question:** Who is providing the generator controllers?  
**Response:** The panel manufactures
10. **Question:** Is the owner staff onsite 24 hours a day or will the contractor be responsible for the extra cost to have staff available overnight to transfer power to the temp generators in the event of an outage?  
**Response:** The county will provide the automatic start signal to portable Generators
11. **Question:** If the temp generators are to be operated manually, will this be the responsibility of the owner's staff in the event of an outage?  
**Response:** Similar answer as for question 10. Additionally, the county will not be responsible of portable Generators failure.
12. **Question:** Where are switchgear RW, DWA, DWB, and ABB located? Their location is not shown on the drawings?  
**Response:** The switchgears posed in this question are located elsewhere in the plant.  
A consideration to note, is that the Portable Generate should be at least no further than 150feet apart from the transfer switch.
13. **Question:** Is there an existing automatic transfer switch in switchgear BLA, BLB, RW, DWA, DWB, ABB that will transfer to the temporary generators in the event of an outage?  
**Response:** Yes
14. **Question:** Is there a designated area where the temporary generators can be placed? There doesn't seem to be much room around the generator building.  
**Response:** Yes
15. **Question:** The manufacturer/vendor who will be providing quotes for the switchgear circuit breakers and PLC controls will be determined by the county's answers to submitted questions. Once this is determined the quoting manufacturer/vendor may have additional questions. Can the question deadline be extended to accommodate?  
**Response:** Not at this time.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum No. 2- Step 2 in Open Gov.

Sincerely,



Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

October 11, 2023

TO: INVITED BIDDERS

INVITATION TO BID: SCB Replacement of Generator Controls and Switchgear (GEN 2)

BID NUMBER: 23-1080-ITB-C

BID SUBMITTAL IS DUE: STEP 2: October 26, 2023 at 3:00 P.M.

**ADDENDUM NO. 1 – STEP 2**

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

**CHANGE(S):**

**Mandatory Site Visit & Pre-Conference**

Date and Time are changed for site visit and pre-conference from Thursday, October 12, 2023 @ 10:00 AM to **Monday, October 16, 2023 @ 10:00 AM**  
*Rescheduled due to inclement weather forecast.*

Location: South Cross Bayou Advanced Water Reclamation Facility  
7401 54th Avenue North, St. Petersburg, FL 33709


**QUESTION(S)/RESPONSE(S):**

1. Question: Is there a site plan available for the South Cross Bayou WRF showing the location of Generator Building 2?  
**Response: See attached aerial photo of South Cross Bayou Water Reclamation Facility.**
2. Question: Who is the approved SCADA and Control Integrator for this project?  
**Response: The County has no pre-approved Integrator for this project. It is the Prime Contractor's responsibility to ensure that project is built to the required workmanship standards while meeting the requirements of the technical specifications.**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum No. 1- Step 2 in Open Gov.

Sincerely,



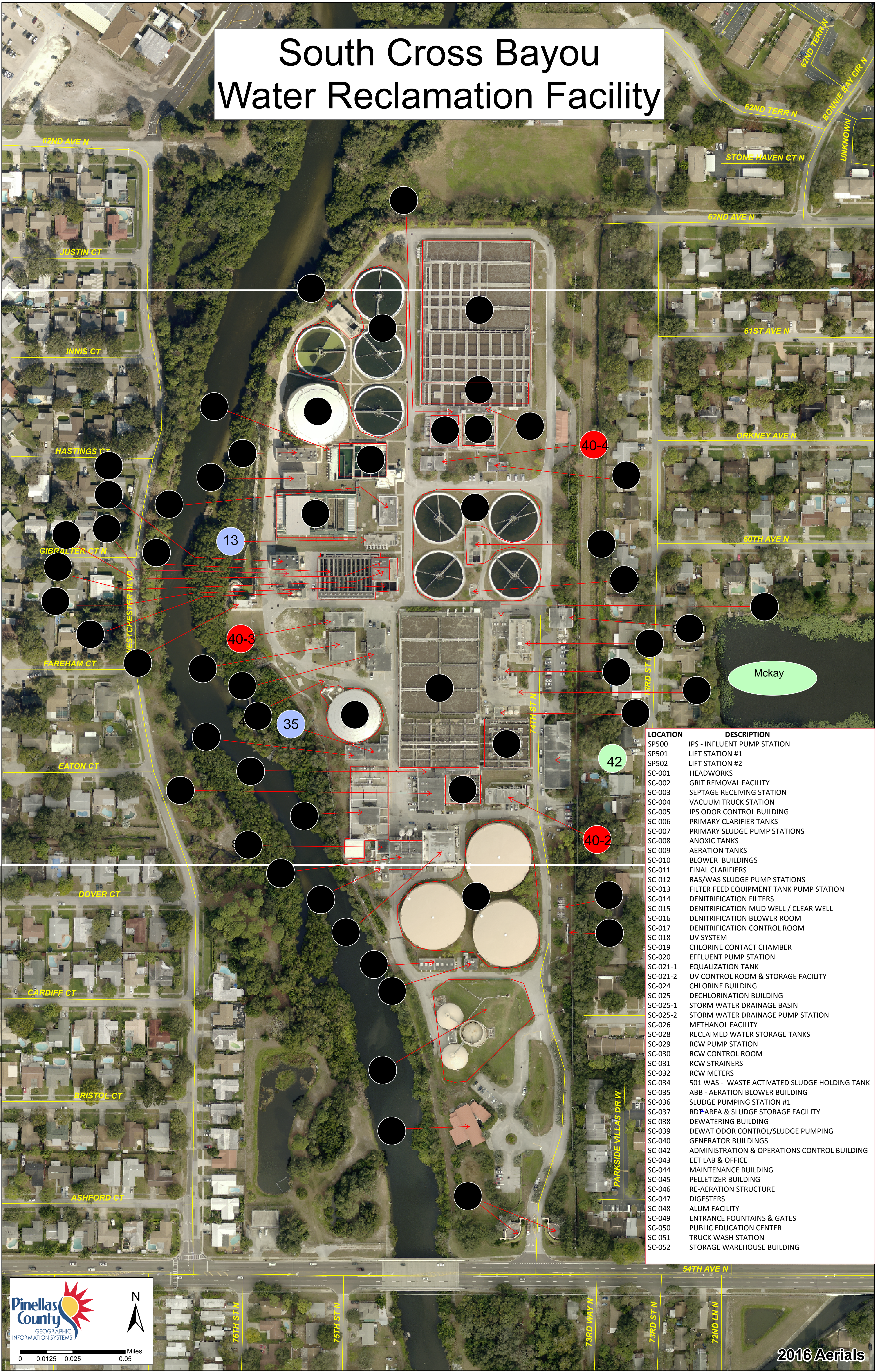
Merry Celeste, CPPB  
Division Director  
Purchasing and Risk Management

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





# South Cross Bayou Water Reclamation Facility







## INVITATION TO BID - CONSTRUCTION (ITB-C)

23-1080-ITB-C STEP 2

### SCB REPLACEMENT OF GENERATOR CONTROLS AND SWITCHGEAR (GEN 2) STEP 2

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

#### THE MISSION OF PINELLAS COUNTY

"Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow."

ISSUE/RELEASE DATE: September 22, 2023

QUESTION SUBMISSION DEADLINE: October 17, 2023

PROPOSAL SUBMISSION DEADLINE: October 26, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

<https://procurement.opengov.com/portal/pinellasfl>



Pinellas County  
INVITATION TO BID - CONSTRUCTION (ITB-C)  
SCB Replacement of Generator Controls and Switchgear (GEN 2) STEP 2

[Table of Contents](#)

**No table of contents entries found.**

Attachments:

- A - OpenGov Fillable- Final
- B - E-Verify\_Affidavit
- C - Section 7 - Plans
- D - Section 7 - Technical Specifications
- E - QUALIFICATION SUBMITTAL FORM FDOT
- F - Appendix 1-Permits
- G - Appendix 2 - Sample Change Order
- H - Appendix 3 - Sample Application for Payment
- I - Appendix 7 - SBE Compliance Form
- J - Affidavit of Release and Guarantee
- L - Sample Performance and Payment Bonds
- M - 23-1080-ITB-C Sample Agreement
- N - Pricing Proposal 23-1080-ITB-C (Reference Only)
- O - Florida Trench Safety Form

## 1. Notice

### **INVITATION TO BID**

*SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV*

ITB - Construction 2-Step

23-1080-ITB-C STEP 2

SCB Replacement of Generator Controls and Switchgear (GEN 2) STEP 2

**ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.**

**SOLICITATION MEETINGS:** Site Visit: Mandatory; Pre-Conference: Mandatory

**SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.**

**PUBLIC MICROSOFT TEAMS MEETING -** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTk2ZDM5NzgtZmFiOS00ZWm1LTk1NjgtYWlxOWZiYzliMGQ4%40thread.v2/0?context=%7b%22Tid%22%3a%22c32ee18f-a4c7-46ff-af40-8ed605642745%22%2c%22Oid%22%3a%227427c034-238b-4d40-aa5d-19b05166cbf8%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTk2ZDM5NzgtZmFiOS00ZWm1LTk1NjgtYWlxOWZiYzliMGQ4%40thread.v2/0?context=%7b%22Tid%22%3a%22c32ee18f-a4c7-46ff-af40-8ed605642745%22%2c%22Oid%22%3a%227427c034-238b-4d40-aa5d-19b05166cbf8%22%7d) @ 3:30 on the Bid 2 Submittal Date.

**Meeting ID:** 292 583 511 912

**Passcode:** avjUPp

**Or call in (audio only)**

**+1 813-644-3116**

**Phone Conference ID:** 487 254 075#

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

**Should you need technical assistance with OpenGov, the following options are available:**

**Phone:** (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

**Email:** [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

**Chat** is available in the OpenGov application

**Web:** <https://help.procurement.opengov.com>

**Please Note:**

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

**AUTHORIZED BY:**

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

## 2. Introduction

### 2.1. Summary

The work to be performed under these Contract Documents consists of the removal and replacement of four (4) 3200 ampere draw out generator circuit breakers and six (6) 2000 ampere draw out feeder circuit breakers in two (2) 277/480 volt, 3-phase, 4-wire switchgear lineups, each with a 6000-ampere main bus rating. The switchgear lineups and circuit breaker cells shall be reconditioned and modified, as required, for the new circuit breaker installations. Additionally, the work shall include the removal of six (6) free-standing, floor-mounted, generator/engine control cabinets and the control components contained within these cabinets. The installation work is located at the Pinellas County South Cross Bayou Advanced Water Reclamation Facility (SCBAWRF). The work shall be inclusive of all equipment, materials and work required for operational systems that are complete and fully tested.

### 2.2. Contact Information

**Gayle May**

Procurement Analyst Coordinator

400 S Ft Harrison

Clearwater, FL 33777

Email: [gmay@co.pinellas.fl.us](mailto:gmay@co.pinellas.fl.us)

Phone: [\(727\) 464-3795](tel:(727)464-3795)

**Department:**

UTILITIES

### 2.3. Timeline

<b>Issue Date</b>	September 22, 2023
<b>Site Visit &amp; Pre-Conference (Mandatory)</b>	October 16, 2023, 10:00am South Cross Bayou Advanced Water Reclamation Facility 7401 54th Avenue North, St. Petersburg, FL 33709
<b>Step 2 Question Submission Deadline</b>	October 17, 2023, 3:00pm
<b>Step 2 Bid Submission Deadline</b>	October 26, 2023, 3:00pm

### 3. Definitions

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

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

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

**Agreement:** The final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".

**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.

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

**Bid Publication:** The date on which public notice is made to request a bid/request for proposal for this 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 a Project, performs the analysis and is responsible for the preparation of a Project's Plans and Specifications. If applicable to a Project, the Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

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

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

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

**Commencement Date:** Date established in the Notice to Proceed or Agreement. Contractor shall commence the Work within fifteen (15) consecutive calendar days, or Contractor shall commence the Job Order Contract on the date of the Notice to Proceed, or as mutually agreed by the Parties, from the date of the Notice to Proceed.

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

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

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

**Contractor:** The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor. The Contractor may be referred to interchangeably as "Bidder" "Respondent", "Vendor", "Submitter", and/or "Proposer" in this document depending on the contracting phase governed herein.

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

**County:** Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".

**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 County/Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Other Than Normal Working Hours:** The hours of 7:01 PM to 6:59 AM Monday through Friday and any time Saturday, Sunday, and Holidays. County holidays are as follows: New Year Day, January 1st, Martin Luther King Day, 3rd Monday in January, Memorial Day, Last Monday in May, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans Day, November 11th, Thanksgiving Day, 4th Thursday in November, Friday following Thanksgiving, and Christmas, December 25th. If Christmas or

New Year's Day shall fall on Tuesday or Thursday, the proceeding Monday or following Friday is also recognized as a holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the official holiday. If the holiday falls on a Sunday, the proceeding Monday is observed as the official holiday.

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

**PCU - Standard Specifications:** Pinellas County Utilities (PCU) "Material Specification Manual", "Technical Specifications", "Pump Station Standard Details" and "Standard Details" as described and defined on the Utility Department's website at [www.pinellascounty.org/utilities](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 at time of advertisement) 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, Job Order, or a series of related Job Orders.

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

**Proposal and Bid Submittal Sheets:** Form, as required within a solicitation.

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

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

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



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

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

**Schedule of Values:** The individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid submittal sheets, or the Work completed on a Job Order. 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.

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

**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.

**Submittal:** A Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote", or "proposal", as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, or "quote" if this is an ITQ, and "proposal" if this is an RFP.

**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/Job Order, so the county can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

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

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

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

**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/Detailed Scope of Work.

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

**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 or Job Order is issued, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

## 4. Instructions & General Conditions for Submittals

### 4.1. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
  2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  3. Alternate submittals will not be considered unless authorized by the solicitation.
  4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
  5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
  6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
  7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
  8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.
- B. **SUBMITTAL METHOD & FORMAT**
1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
  2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.

3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:

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

**C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR**

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

**D. INTEGRITY OF SOLICITATION DOCUMENTS**

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

**E. LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
2. Modifications in writing received prior to the time set for the submittal will be accepted.

**F. WITHDRAWAL OF SUBMITTAL**

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

**G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

**H. REJECTION OF SUBMISSION**

1. The County may reject a submittal if:
  - a. The contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
  - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

**I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will 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 must be dispositively determined by a court of law prior to trade secret protection being granted.

**J. TABULATION INQUIRIES**

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

**4.2. PRE-CONFERENCE**

**A. PRE-CONFERENCE (Mandatory & Non-Mandatory)**

1. The County may at its discretion hold a pre-conference to address all respondent questions pertaining to the solicitation or technical specifications. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation. The County may elect, based on the scope of a specific project, to make the pre-conference mandatory, which will be specified in the "Special Terms & Conditions" section of this solicitation document. If the pre-conference is advertised as mandatory, any responses received from respondents who did not attend the mandatory pre-conference will be judged non-responsive and will not be considered for award.

**4.3. JOINT VENTURES**

Contractors intending to submit 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 (see Section 489.119 Florida Statutes). Joint ventures 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.

**4.4. AWARD OF CONTRACT - ITB**

- A. The contract will be awarded to the lowest responsive, responsible bidder whose submittal, conforming to the solicitation, 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 respondent qualifies their bid by specified limitations. See Rejection of Submission.
- C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.
- D. Prices quoted must be Free on Board (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 respondent, will result in a binding contract without further action by either party.

#### 4.5. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents 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 will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

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

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

"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."

"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 respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

#### **4.6. ADA REQUIREMENT FOR PUBLIC NOTICES**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.



#### 4.7. 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 will provide such additional requirements as may become necessary.

#### 4.8. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 4.9. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The contractor will 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 contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the contractor 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 contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- 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:
  - 1. Pinellas County Clerk of Circuit Court – Division of Inspector General
  - 2. Phone – (727) 45FRAUD (453-7283)
  - 3. Fax – 727-464-8386

#### 4.10. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

#### 4.11. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any contractor 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. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

#### 4.12. 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 submittal and/or award.

#### 4.13. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

#### 4.14. DESCRIPTION OF GOODS/SERVICES/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. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.

- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

#### 4.15. E-VERIFY

The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

#### 4.16. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

#### 4.17. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

#### 4.18. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

#### 4.19. INSURANCE

The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another contractor.

#### 4.20. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

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 respondent/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 respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity

affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/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.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

#### 4.21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(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 Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

#### 4.22. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the contractor 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 agreements, this provision will apply separately to each term.

#### 4.23. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its contractors 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 or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.

- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors 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 submittal received.

**Definitions for Recycled Materials:**

**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.

**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.

**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.

**4.24. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and 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 resulting contract.

**4.25. PUBLIC EMERGENCIES**

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will 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. 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.

#### 4.26. PUBLIC ENTITY CRIMES STATEMENT

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 submittal 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 submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

#### 4.27. 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 will belong exclusively to the County.

To the extent that contractor 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 contractor will provide an additional copy of the contractor’s submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor will 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 will be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, 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 agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor 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 submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

#### 4.28. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.



## 5. Special Conditions

### 5.1. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS

- A. It is the policy of the Board of County Commissioners (Board) that SBE qualified firms have the maximum opportunity to participate on County projects. In this regard, the contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBE qualified firms have the maximum opportunity to participate in this contract. Failure of the bidder to comply with SBE pre-award requirements may result in rejection of the bid. Failure of the contractor to perform contractual requirements of the SBE requirements pertaining to this contract may constitute a material breach of the contract and may result in contract termination
- B. This section outlines the requirements for Small Business Enterprise (SBE) participation as outlined in Purchasing Procedures Section 14. An SBE is defined as a local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:
  - 1. The business must serve a commercially useful function.
  - 2. The business must be located in Pinellas, Hillsborough, Pasco, or Manatee Counties.
  - 3. The company's total annual sales do not exceed the maximum 3-year average gross revenue of three million dollars for businesses providing services or gross revenues not exceeding (8) million for construction service providers.
  - 4. The number of employees of the company does not exceed the maximum 3-year average of 50 employees.
- C. Information pertaining to SBE registration may be found at the Economic Development website: [www.pced.org/page/sbe](http://www.pced.org/page/sbe).
- D. The Board has established an overall annual goal for the participation of SBE qualified firms in all construction contract awards of \$100,000 or more. As subcontract awards by the successful bidder on this solicitation to SBE qualified firms are essential to the achievement of the Board's SBE goals, this specification includes requirements with which bidders must comply. Bidders must meet the goal as set forth below for participation of SBE qualified firms.
- E. In connection with this solicitation and resulting contract, a goal of **(4%)** has been established for participation by SBE firms as subcontractors. The goal shall be applied to the full monetary value of the contract and shall be reflected in the monetary portion spent on subcontractors for consulting or construction services to be awarded to those SBE qualified firms meeting contract specifications.
- F. Provisional reciprocity shall be granted to SBE firms that are principally domiciled in Pinellas, Pasco, Hillsborough, and Manatee Counties and have registered through that agency or

municipality. SBE firms qualified by the State of Florida and located in the counties listed above will also be granted reciprocity.

- G. In order to be considered for provisional certification and be counted toward the goal attainment, the contractor or subcontractor must be registered with the Pinellas County Department of Economic Development website [www.pced.org/page/sbe](http://www.pced.org/page/sbe).
- H. The Subcontractors/Material Suppliers List (List) must be completed and submitted with your bid submittal. Refer to Appendix 7, SBE Compliance Form. The List must include the suppliers name, scope or type of work to be performed and dollar amount. The identification of all SBE firms to be utilized on the project must be shown on this List. This List is the basis for determining whether the bidder met the SBE goal attainment.

## 5.2. TWO-STEP QUALIFICATION PROCESS

This Invitation to Bid requires a Two-step process. All interested bidders must complete Step One: Qualification Submittal Forms (either Part A or Part B). 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) in prequalification work type of ELECTRICAL WORK, in the amount that equals or exceeds their bid (complete Part A only),
- Bidders who have successfully provided all additional requested documentation (complete Part B only).

Only those bids from Bidders that fully complete Step One prior to bid opening will be considered. Qualified bidders will be notified individually in OpenGov. Step Two submittal is due by Step Two due date and time in OpenGov.

**\*Note: Pinellas County will no longer be accepting Pinellas County prequalification status, as vendors will no longer be renewed.**

## 5.3. PRICING/PERIOD OF CONTRACT

Unit prices bid of listed items shall be held firm from the date the contract is signed by the Contractor until the project is completed and accepted by the Board of County Commissioners. Unless otherwise approved by the County, the Contractor shall commence Work under this Agreement with an adequate force and equipment within 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 450 consecutive calendar days.

## 5.4. MANDATORY SITE VISIT & PRE-CONFERENCE:

The sole purpose of the site visit is to provide a tour of the site(s) that will be supported by the contract. The scope of work and/or bid specifications shall not be discussed during this visit. All questions relating to this bid and the scope of work or technical specifications must be submitted in writing. Due to the

scope of this Project, a mandatory site visit will be required. Bids received from bidders who do not attend a mandatory site visit will be judged non-responsive and will not be considered for award.

There will be a Site Visit on the following date:

DATE & TIME: ~~Thursday, 10/12/2023 @ 10:00AM~~ Monday, 10/16/2023 @ 10:00AM (*Rescheduled due to inclement weather forecast*)

LOCATION: South Cross Bayou Advanced Water Reclamation Facility  
7401 54th Avenue North, St. Petersburg, FL 33709

## 5.5. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

## 5.6. BID BOND GUARANTEE

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of 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 (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's 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 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 30 days of the date for receiving bids.

## 5.7. CONTRACT SECURITY

- A. The bidder shall provide a performance bond and a payment bond in the form prescribed in this solicitation, 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 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.

#### 5.8. LICENSES, PERMITS, FEES AND TAXES

- A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the contractor the following permits and fees generally which will have to be obtained by and will be payable by the contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:
  1. Impact Fees.
  2. Inspection Fees.
  3. Other permits or fees required by Pinellas County for the completion of the work, if applicable.
  4. 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.

5. 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.

#### 5.9. 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 or Job Order Contract, including but not limited to, those dealing with taxation, workers' compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the contractor observes that the contract documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.

#### 5.10. 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.

#### 5.11. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS

Any construction items or quantities reflected in the permitting documents, if any, required for this project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

#### 5.12. 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.

#### 5.13. 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.

#### 5.14. 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.

#### **5.15. 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.

#### **5.16. 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.

#### **5.17. 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.

#### **5.18. 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 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(s) and a summary description of the Work subcontracted. The Design Professional/Engineer/Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal
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.

**5.19. 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 24 hour basis, 7 days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.
4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)
  - 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 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 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.

#### 5.20. 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 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 2 regular workdays 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.

#### 5.21. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- A. All Work must be done during Regular Workday 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 24 hours prior to the regular Workday.

C. No Work will be permitted on:

1. New Year's Day
2. Independence Day
3. Thanksgiving Day
4. Christmas Day

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

1. Martin Luther King, Jr. Day
2. Memorial Day
3. Labor Day
4. Veterans Day
5. Friday after Thanksgiving Day
6. 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.

#### 5.22. WEEKEND/HOLIDAY RATE

- A. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of \$1,200.00(Sat & Sun) per man day for each Saturday and Sunday, and \$1,200.00 per man day for each holiday, on which the Contractor works. Each of these days shall begin at 12:00 am and end at 11:59 pm for that corresponding day.
- B. 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, times the corresponding per day or per hour cost.

#### 5.23. 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, \$1,352.17 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.

#### 5.24. 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. 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.

#### 5.25. 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 affected 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 10% markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum 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 5% markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of 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 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.

## 5.26. 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 Workdays 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 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.

## 5.27. 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.
  - 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.

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

#### **5.29. 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.

### 5.30. 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 Completion Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after 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.

### 5.31. 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/Job Order Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### 5.32. 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.

### 5.33. SITE INVESTIGATION

- A. The Contractor shall visit the site of the proposed Work and fully acquaint themselves with conditions relating to construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement or Detailed Scope of Work under the Job Order. The Contractor shall thoroughly examine and be familiar with the Contract Documents/Detailed Scope of Work. Failure or omission of the Contractor to receive or examine any form, instrument, addendum, or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement or Job Order.
- B. 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.
- C. The Contractor acknowledges that they have satisfied themselves 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.
- D. The Contractor further acknowledges that they have satisfied themselves 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 themselves 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.

#### 5.34. 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.

#### 5.35. 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 48 hours of being notified of the other Work. If the Contractor fails to send the above required 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/Job Order Completion Time or adjustment to the Agreement Amount/Job Order Amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.
- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any



delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

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

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement and, in whole or in part; without cause upon 30 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.

### 5.37. 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.

### 5.38. 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 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 the Pricing Proposal Section, 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.
  - 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 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.
- G. Shop Plans/Working Plans
  - 1. 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 pre-casting or any other relevant information on details necessary for review.
  - 2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the 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 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 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 14 days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
  4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
  5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.
- I. 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.

#### 5.39. RIGHT TO AUDIT

- A. 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 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.

#### 5.40. 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 5%, 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.

#### 5.41. 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.

#### 5.42. 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.

- 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.

#### **5.43. 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.

#### **5.44. 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.

#### **5.45. LUMBER PRODUCED IN STATE OF FLORIDA**

- A. 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.
- B. 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.

#### **5.46. GUARANTEE OF WORK**

All Work shall be guaranteed for 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.

#### **5.47. WARRANTY**

The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into a Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the

Contract Documents. Unless otherwise specified, if within 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.

## 6. Insurance Requirements

### 6.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 6.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  - 1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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 the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    - f. Assign all warranties directly to the County; and
    - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.

3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

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

### **6.3. WORKERS' COMPENSATION INSURANCE**

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### **A. Limits**

1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### **6.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

#### **A. Limits**

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

### **6.5. EXCESS OR UMBRELLA LIABILITY INSURANCE**

Excess of the primary coverage required, in paragraphs above.

A. Limits

1. Each Occurrence \$ 2,000,000
2. General Aggregate \$ 2,000,000

6.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

## **7. Scope of Work**

### **7.1. OBJECTIVE/JUSTIFICATION**

There is approximately 12 electrical switchgears at the South Cross Bayou AWRF in need of replacement. Existing gear is between 30- and 40-years-old of service life in a highly corrosive environment, is corroding, and in need of replacement.

### **7.2. BACKGROUND**

The existing Electrical Switchgear has more than three decades of useful life at SCBAWRF. The system has exceeded its useful service life, is located in a highly corrosive environment, and needs to be replaced. This overall project is a 4-year program to replace all 12 electrical switchgear infrastructure components at the SCBAWRF. This specific project will serve as Phase 1 of the overall programmed work. Following the Phase 1 work will be the remaining phases until all 12 electrical switchgear infrastructure units at SCBAWRF are replaced. All work is programmed to be completed in four years.

### **7.3. DELIVERABLES**

Installation of new switchgear and control cabinets assets is essential to achieve established levels of service.



## 8. Vendor Questionnaire

### 8.1. Please Upload your COMPLETE Bid here.\*

1. W-9
2. SBE FORM
3. Florida Trench Safety
4. Addendum (acknowledge if applicable in OpenGov)
5. E-Verify Affidavit
6. Bid Bond
7. OpenGov Fillable- Final
8. Affidavit of Release and Guarantee

\*Response required

### 8.2. Did you read through and confirm that you met all the proposal requirements and attached all required documents?\*

- ☐ Yes  
☐ No

\*Response required

## 9. Pricing Proposal

### UTILITIES

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	Mobilization / Demobilization	1	LS		
2	Building Permit Allowance	1	EA		
3-1	Switchgear A	1	LS		
3-2	Switchgear B	1	LS		
3-3	Generator Controls CC1, C4, C5	1	LS		
3-4	Generator Controls CC2, C6, C7	1	LS		
3-5	Plant SCADA HMI Changes	1	LS		
3-6	Temporary Engine/Generator Sets, Fuel Tank and Cabling	1	LS		
3-7	Arc Flash Risk Assessment and Labeling	1	LS		
3-8	O&M Manuals and As-Built Drawings	1	LS		
3-9	Project Closeout Documents	1	LS		
<b>TOTAL</b>					

### UNSPECIFIED WORK

Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
4	Unspecified Work	418,000	EA	\$1.00	
<b>TOTAL</b>					

## **10. Appendices**

### **10.1. Appendix 1 - Permits**

Please see [#Attachments](#)

### **10.2. APPENDIX 2 – SAMPLE CHANGE ORDER**

Please see [#Attachments](#) for an example.

### **10.3. APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT**

Please see [#Attachments](#) for an example.

### **10.4. APPENDIX 7 - SBE COMPLIANCE FORM**

Please see [#Attachments](#) for SBE Compliance Form.