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COMMISSION MEETING CITY OF ST. PETE BEACH

***** VIRTUAL MEETING *****

**PURSUANT TO FLORIDA GOVERNOR
EXECUTIVE ORDER 20-69
“LOCAL GOVERNMENT PUBLIC
MEETINGS”**

TO PARTICIPATE:

Dial: US: +1 929-205-6099; use meeting ID: 725-574-243

OR USE ZOOM URL

<https://zoom.us/j/725574243>; meeting ID: 725-574-243

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 28, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.

- 2. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

- 3. Audience Comments– THROUGH TELECONFERENCE,
ZOOM URL or EMAIL COMMENTS TO:
cityclerk@stpetebeach.org**

- 4. Consent – No items submitted at this time.**

5. Action Items

- a. Request to approve the proposal with Musco Lighting in the amount of \$118,259 for the LED field and basketball court lighting in Hurley Park.**
- b. Request to approve Change Order 1 to the services agreement with Rowland Inc. in the amount of \$75,068.98 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.**
- c. Request approval to utilize Pinellas County's Job Order Contracting Contracts for City Projects on a Work Order basis.**
- d. Request approval of the price proposal under the Pinellas County Job Order Contracting contract with Caladesi Construction Company in the amount of \$226,916.87 for Public Restroom Renovations.**
- e. Request approval of the services agreement with Kelly Brothers, Inc. in an amount not to exceed \$1,000,000.00 for Merry Pier, 7th Avenue Pier, and 11th Avenue Pier Restorations.**

6. Ordinances

- a. Ordinance 2020-XX: An Ordinance of the City of St. Pete Beach, Florida providing for supplemental fiscal year 2020 budget appropriations**

7. Resolutions

- a. Resolution 2020-12: A Resolution of the City Commission of the City of St. Pete Beach, Florida, Authorizing and Confirming the Renewal Declaration Proclaiming a State of Local Emergency.**

- 8. Items for Discussion – No items submitted at this time.**

9. City Clerk, City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request to approve the proposal from Musco Lighting in the amount of \$118,259 for the LED field and basketball court lighting in Hurley Park.

Date: April 28, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission approved expenditures toward replacement of the lighting with LED lights for the softball field and basketball court at Hurley Park in the FY2020 budget. There is \$600,000 allocated for improvements to the park. Last meeting the field turf was approved at \$65,550. Lighting needs to be completely replaced for the field. The Musco Lighting quote is for \$118,259.

The City will piggyback on the Clay County RFP for LED Lighting.

Staff is recommending approval to accept the proposal from Musco Lighting in the amount of \$118,259

Funding: This item is budgeted in account #301-8000-590-0024

Requested Motion: "I move to approve the proposal from Musco Lighting in the amount of \$118,259 for the LED field and basketball court lighting in Hurley Park."

Attachments: Purchase Agreement
Musco Lighting Quote
Clay County Bid

**Reviewed by
City Manager:**

AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Lighting on Softball Field
Musco Sports Lighting, LLC

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Musco Sports Lighting, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, Vendor is currently under contract with Clay County, Florida for the lighting of various parks and playgrounds (the "Clay County Award"); and

WHEREAS, the City desires to purchase from Vendor services described in this Agreement; and

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the Clay County Award for the same or similar services; and

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Clay County Award; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the Clay County Award attached hereto and incorporated herein as Exhibit B.

4. Vendor shall deliver the goods, or provide the services, described herein no later than [REDACTED] (“completion date”).

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

7. Vendor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery (“guarantee period”), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all

damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's "piggy-back" documents and award (Exhibit "B")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Musco Sports Lighting, LLC
100 1st Avenue West
PO Box 808
Oskaloosa, IA 52577

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Musco Sports Lighting, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Vendor’s “Piggy-Back” Documents and Award)



Quote

**HURLEY PARK
SOFTBALL**

Date: April 16, 2020

Field Description: To light (1) - 190' Softball Field

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- (4) x Galvanized steel Crossarm Assemblies to be mounted on existing poles
- (6) LED 900w Fixtures
- (8) LED 1200w Fixtures
- (4) LED 575w Ball Tacking Fixtures
- UL Listed remote electrical component enclosure & Pole length wire harness

Also Includes:

- 85% less spill and glare light than open faced LED technology
- Musco Constant 10™ warranty and maintenance program that eliminates 100% of your maintenance costs for 10 years, including labor and materials
- Guaranteed constant light level of 50/30fc for 10 years
- Control Link® Control & Monitoring System for control and management of your lighting system
- Lighting Contactor Cabinets
- No sales tax is included

Pricing listed below is based on Clay County bid # 18/19-2

Field Description	QTY	\$ Per		Total
1 200' Softball (50/30 light levels)	1	\$	78,800	\$ 78,800
2 Installation of Fixtures to existing poles	4	\$	6,000	\$ 24,000
3 Electrical Infrastructure	1	\$	34,808	\$ 34,808
4 Deduct for City of St Pete Beach	1	\$	(19,349)	\$ (19,349)
		TOTAL		\$ 118,259

Pricing furnished is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Robert A. DeCouto

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Admin Bldg, Purchasing Dept, Fourth floor, 477 Houston St, Green Cove Springs, FL 32043, for the following:

RFP NO: 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Admin Bldg, Conference Room "B", Fourth floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

All communications with the County regarding this Bid should be directed to Donna Fish, Purchasing Division, (904) 278-3761 or by email: purchasing@claycountygov.com

The County reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the bid that, in its judgment, will be in the best interest of the County of Clay.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

(CLAY TODAY) For publication on: **February 14, 2019**

PLEASE SEND ORIGINAL INVOICE AND OF PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Division
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.maordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 Info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.FL.GOV	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

PLANNING AND ZONING

6. Final Public Hearing to consider Adoption of DRI 2019-02 to revise DRI termination, expiration and phasing schedule dates, remove Commerce Center designation, and amend parcel boundaries. (P.C. voted 7-0 to approve).

Public Hearing to consider Adoption of DRI 19-02 amending the Villages of Argyle DRI/DO Map H to amend the DRI termination date and expiration date and phasing schedule consistent with the extensions allowed under state law; amending the Map H to eliminate the Commerce Center designation, amending Map H to adjust the boundaries of parcels 43 and 49, combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C. Located in Planning District 2, Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Rollins, and carried 4-0, to approve the adoption of DRI Amendment 2019-02 as presented.

7. Final Public Hearing to consider adoption of PUD 19-05, Armstrong Mixed Use, located at Oakleaf Plantation Parkway and Royal Pines Drive on 121.24 acres (P.C. voted 7-0 to approve).

Public Hearing to consider adoption of PUD 19-05 Armstrong Mixed Use, located at Oakleaf Plantation Boulevard and Royal Pines Drive on 121.24 acres, in Planning District 2, and Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

Chairman Cella opened the public hearing.

Susan Fraser, SLF Consulting, Inc., 3517 Park Street, Jacksonville, Agent for Armstrong Ventures, LLC, addressed the Board and stated that she was available for questions.

Chairman Cella closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the adoption of PUD-19-05 as presented.

NEW BUSINESS

8. Alderman Road ROW Closure and Gain

Dale Smith, Public Works Director, presented the item to the Board for consideration. During his presentation, Mr. Smith informed the Board that the Resolution presented in their agenda packets needed a correction. He explained that on Page 1, paragraph 5 of the document, that verbiage needed to be modified prior to the Chairman's signature if the Board approved the item. Mr. Smith explained the correction to the Board.

During discussions, County Attorney Grimm reported that the acceptance of the deed for the parcel across the street would also need to be approved at this time along with the Resolution.

Commissioner Rollins moved and seconded by Commissioner Hutchings to approve the deed with the changes as presented and for the acceptance of the additional parcel as stated.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

Commissioner Rollins restated the motion with a second from Commissioner Hutchings. Motion carried 4-0.

At this point in the meeting, Commissioner Hutchings left the meeting at 5:39 P.M.

9. Plat Bond for Eagle Landing Phase 6 (AKA Oakland Hills)

Dale Smith, Director of Public Works, presented the item to the Board for consideration.

Mr. Smith requested approval of the plat and for permission to enter into the Interlocal Agreement for Eagle Landing Phase 6.

With no discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the plat and to enter into the Interlocal Agreement for Eagle Landing Phase 6 as presented.

10. Acceptance of Final Plat For Recording Oakland Hills at Eagle Landing
Acceptance of Final Plat for Recording

Dale Smith, Public Works Director, presented the item to the Board for consideration.

During discussions, County Attorney Grimm also addressed the Board.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the Final Plat for recording for Oakland Hills at Eagle Landing.

11. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

Milton Towns, Environmental Services, requested approval of the Curbside Collection Assessment Rate for FY 19/20. Mr. Towns reported that a rate adjustment was needed based upon an increase in costs by roughly 3% per year due to CPI and fuel adjustments and added that Contract cost represents about 96% of the total budget. During his presentation, Mr. Towns proposed that the Board return to the rate that was previously charged in 2010 and 2011 of \$154.44 per residential unit, which would be an increase in \$1.27 per month with no increase in the Disposal Assessment Rate. Mr. Towns added that the total Assessment for both the Collection and Disposal Assessments would be \$226.44.

During Board discussion, Chairman Cella stated that he would like to make sure staff remains diligent with Advanced Disposal to ensure that the citizens of Clay County continue to get the services that they are paying for.

Following discussions, Commissioner Hutchings moved, seconded by Vice Chairman Hendry, and carried 4 to 1 with Commissioner Rollins dissenting, to approve the increase in the Solid Waste Collection Assessment as presented.

12. Discussion regarding purchase of two parcels of real property and request to use the alternative notice procedure provided for in Section 2.175 of the Clay County Code for the purchase of one or both of the parcels

Acting County Manager Mock reported that the County's Facilities Operations and Maintenance Department was exploring the purchase of a couple of parcels of property for the County's use and requested Board direction as to whether or not to continue its exploration and if found feasible to seek to negotiate potential purchase terms. Mr. Mock added that one location would be for a proposed fire station site and the other would be

for facility/parking expansion adjacent to the Administration Building. Mr. Mock reported that the purchase of one parcel would be by an alternative procedure provided for by Section 2.175 of the Clay County Code and that the other parcel would be by a more traditional purchase & procurement procedure.

Following Board discussion, Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have staff pursue the purchase of the two parcels of real property and to use the alternative notice procedure as requested during comments by Mr. Mock.

13. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Facility Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Facility Restoration Project. The grant requires a 50% match (\$150,000). Additional approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds. The application deadline for this grant is June 1, 2019.

James Householder, Director of Facilities, presented the item to the Board for consideration.

Mr. Household requested approval to apply for the grant and for the approval of the accompanying Resolution.

Following Board discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to have staff apply for a Department of State Historic Preservation Grant as presented along with approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds.

At this point in the meeting, Chairman Cella updated the Board on the status of the negotiations with the new County Manager. The Chairman informed everyone that he had a meeting with Mr. Wanamaker earlier in the day and that he was moving forward with presenting him with a proposed contract on Thursday. Mr. Cella added that the Board would consider and vote on the contract on June 11, 2019 with a start date of employment on June 18, 2019.

COUNTY MANAGER/CLERK OF THE BOARD

Acting County Manager Mock announced that a Best of Clay Award for the Kids Fun Place at Ronnie Van Zant Park was awarded by Clay Today. Kudos to the Parks Department.

Mr. Mock informed the Board that back February of this year the Board provided permission to the staff to apply for a Dollar General Early Literacy Grant for \$3,000. Mr.

Mock reported that the County received a check in the amount of \$2,000 and in order to process the check the Board must officially receive the Grant along with the check.

Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have the Board officially receive the Grant and the check, which would then allow staff to use the funding as outlined within the Grant guidelines.

COUNTY ATTORNEY

The County Attorney had no items for discussion.

TIME CERTAINS

14. 5:00 P.M. or as soon thereafter as can be heard - Final Public Hearing on the adoption of an Ordinance adopting a modified impact fee study and increasing transportation impact fees

After months of discussion, Ed Lehman, Director of Planning & Zoning, provided the Board with an amendment to the Clay County Amended Road Impact Fee Ordinance for consideration. Mr. Lehman reported that the changes reflect a change in the impact fee rate from a volume to capacity (v/c) ratio of 1.0 to a v/c ratio of .65 resulting in increased impact fees due on development and added that the current Impact Fee Study had been modified to reflect the calculations for a v/c ratio of .65. Mr. Lehman reported that the lower v/c ratio of 0.65 was based solely upon the Tindale Oliver Impact Fee Study methodology which has been verified by Tindale Oliver.

Board discussion followed with questions to staff.

During discussions, County Attorney Grimm reported that with regard to documents that were attached to the agenda, modifications were needed due to a mathematical error and would be revised accordingly.

Chairman Cella opened the public hearing.

Allen Skinner, 4469 Ortega Forrest Dr., Jacksonville, land owner in the Lake Asbury Master Plan area, addressed the Board.

George Egan, 1845 Towncenter Blvd, Fleming Island, addressed the Board.

Jessie Spradley, Northeast Florida Builders Association, 6747 Southpoint Parkway, Jacksonville, addressed the Board.

Chairman Cella closed the public hearing.

At this point in the meeting, Vice Chairman Hendry left the meeting at 5:17 P.M.

Following Board discussion, Commissioner Bolla made the motion to adopt the ordinance as presented with the exception of the automatic provision to remove the

Impact Fee on commercial properties as stated in the St. Johns County Ordinance. He further made the motion to accept the modified study by Tindell Oliver as discussed and to direct the sunset of the Concurrency and Fair Share program.

Commissioner Hutchings seconded the motion.

Motion carried 3 to 1 with Commissioner Rollins dissenting.

LETTERS OF DOCUMENTATION

Chairman Cella acknowledged the Letters of Documentation.

15. Bid Opening Tabulations

Bid Opening Tabulation for May 14, 2019:

A. Bid #18/19-29, Printing, Mailing and Design Services

Bid Opening Tabulation for May 21, 2019:

A. Bid #18/19-27, Waste Tire Management Services

PUBLIC COMMENTS

No public comments were received.

COMMISSIONERS' COMMENTS

Commissioner Bolla reported that he attended the Concert on the Green this past weekend which was a success and made comments about the location of next year's event.

Commissioner Bolla posed questioning to Acting County Manager Mock regarding the Jacksonville Transportation Authority/bus route.

Commissioner Bolla asked that discussion of Blueways, Bikeways, and Trail Ways be addressed at the upcoming Infrastructure and Development Committee.

Commissioner Rollins asked Interim County Manager Mock if staff could coordinate with the St. Johns River Water Management District to have a representative appear before the Board to provide an update on the status of the Black Creek Water Resource Project.

Commissioner Rollins reported that the bump on the bridge along SR 21 was not permanent and would be fixed upon completion of the project.

Chairman Cella stated that he would like to see the Board agenda be rearranged to push the Planning & Zoning items toward the end of the meeting.

The meeting adjourned at 5:45 P.M.

Attest:

Clerk of the Board

Chairman or Vice-Chairman

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request to approve Change Order 1 to the services agreement with Rowland Inc. in the amount of \$75,068.98 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.

Date: April 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On July 9, 2019, the City Commission approved the piggyback contract with Rowland, Inc. for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue. During construction, several unforeseen conflicts were discovered that required additional time and effort by Rowland's crews to address. These conflicts included unmarked telecommunication conduits, improperly abandoned sanitary sewer mains, shallow sanitary sewer laterals, potable water main leaks, a shallow natural gas line leak, and the relocation of a potable water line by Pinellas County.

The attached invoice includes \$8,319.10 from the original contract, in addition to the additional effort for this Change Order.

Funding: Stormwater – System Rehabilitation
103-6108-537-5656

Requested Motion: “I move to approve Change Order 1 to the services agreement with Rowland Inc. in the amount of \$75,068.98 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.”

Attachment: Invoice from Rowland, Inc.

**Reviewed by the
City Manager:**

AR



COMPLETION DATE: 19-Mar-20

Rowland, Incorporated
 Pass A Grill Way - Install Storm Drain & Pave Alley
 P.O. #19-00730 / Pay Request #2 (FINAL)

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	59.00	Hour	68.00	4,012.00
1a	Foreman - overtime	5.00	Hour	102.00	510.00
2	Operator	97.50	Hour	51.00	4,972.50
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	2.00	Hour	30.00	60.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	32.00	Hour	46.00	1,472.00
4a	Pipe-Layer - overtime	0.00	Hour	69.00	0.00
5	Laborer	148.50	Hour	42.00	6,237.00
5a	Laborer - overtime	5.00	Hour	63.00	315.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	64.00	Hour	30.00	1,920.00
7	Job Truck w/Tools	66.00	Hour	35.00	2,310.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	20.00	0.00
11	Track Hoe (to 100 HP)	54.00	Hour	90.00	4,860.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	60.00	Hour	65.00	3,900.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	0.00	Hour	60.00	0.00
19	Plate Tamp	17.00	Hour	5.00	85.00
20	3" Trash Pump	0.00	Hour	5.00	0.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	0.00	Day	80.00	0.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	0.00	Cu.	3.00	0.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	0.00	Ton	23.00	0.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	0.00	Sq. Yd.	5.50	0.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	ls	52,734.58	52,734.58
				Total =	\$83,388.08

Rowland, Incorporated

		Total								
Item	Description		03/02/20	03/03/20	03/04/20	03/09/20	03/10/20	03/11/20	03/13/20	03/16/20
LABOR										
1	Foreman	59.00								
	R. Perry	54.00	8.00	8.00	8.00	8.00	8.00	6.00	8.00	0.00
	C. Sanchez	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
1a	Foreman - overtime	5.00								
	R. Perry	5.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00
2	Operator	97.50								
	J. Rau	53.00	8.00	8.00	8.00	8.00	7.00	6.00	8.00	0.00
	S. McGoldrick	44.50	8.00	8.00	8.00	0.00	7.00	5.50	8.00	0.00
3	Truck Driver	2.00								
	M. Sully	2.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00
4	Pipe Layer	32.00								
	K. King Jr.	11.00	0.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00
	J. Coyners	16.00	8.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00
	V. Ovalles	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
5	Laborer	148.50								
	J. Rutherford	54.00	8.00	8.00	8.00	8.00	8.00	6.00	8.00	0.00
	W. Wenner	51.00	8.00	6.50	8.00	8.00	7.00	5.50	8.00	0.00
	J. Mells	33.50	8.00	8.00	8.00	0.00	0.00	5.50	4.00	0.00
	W. Robles	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
	F. Bryant	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
5a	Laborer - overtime	5.00								
	J. Rutherford	5.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00

Rowland, Incorporated

		Total								
Item	Description	Hours	03/02/20	03/03/20	03/04/20	03/09/20	03/10/20	03/11/20	03/13/20	03/16/20
EQUIPMENT										
6	Foreman's P/U w/ hand tools	64.00								
	PU-63	59.00	9.00	9.00	9.00	9.00	8.00	6.00	9.00	0.00
	PU-60	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
7	Job truck w/tools	66.00								
	VAN-25	59.00	9.00	9.00	9.00	9.00	8.00	6.00	9.00	0.00
	FB-25	2.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00
	VAN-28	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
11	Track Hoe (to 100 HP)	54.00								
	BH-30	54.00	8.00	8.00	8.00	8.00	7.00	5.00	8.00	2.00
14	Wheel Loader (to 150 HP)	60.00								
	L-18	52.00	8.00	8.00	8.00	8.00	7.00	5.00	8.00	0.00
	L-24	8.00	6.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Plate Tamp	17.00								
	PT-8	17.00	3.00	5.00	5.00	0.00	0.00	0.00	4.00	0.00

Rowland, Incorporated

Invoice #	Company	Description	Total	Date Utilized		
			Quantity	2/29/2020	3/17/2020	03/19/20
		Miscellaneous				
		Total Miscellaneous Materials	52,734.58			
		10% Markup	4,794.05			
		<i>Miscellaneous Materials</i>	47,940.53			
65819	MOT Plans	MOT	853.33	853.33	0.00	0.00
3172001	Caveman Concrete	Concrete Driveway & Sidewalk	39,376.00	0.00	39,376.00	0.00
4366	American Asphalt	Asphalt Paving	7,711.20	0.00	0.00	7,711.20



MOTPlans
631 NE 45 St
Oakland Park, FL 33334

Invoice

Date	Invoice #
2/29/2020	65819

Bill To
Rowland Inc 6855 102 Ave N. Pinellas Park, FL 33782

Ship To
20th Ave & Passa Grill Way St Pete Beach

PO #	Project #	Job #	Rep	Terms
17-92			EP	Net 30
Item	Description	Quantity x Days	Rate	Amount
Signs	16 Workzone Signs 2/1-2/29	464	0.65	301.60T
Drums	30 Drums 2/1-2/29	870	0.40	348.00T
T3	6 Type III Barricade 2/1-2/29	174	0.85	147.90T

Kevin	h
Ken	
Rick	
Ryan	
Paul	
Bill	
Carolyn	
KMC	

Date:	MAR 05 2020
Job No:	
Job No:	17925040
GL Acct. No.:	
Material	Subcontractor
Rental	Other

Sales Tax (7.0%)	\$55.83
Total	\$853.33
Payments/Credits	\$0.00
Balance Due	\$853.33

Phone #	Fax #	E-mail	Web Site
954-612-7666	954-759-9186	AR@motplans.com	www.motplans.com



Caveman Concrete, LLC
16049 Redington Drive
Redington Beach, FL 33708

INVOICE

INVOICE # 03172001
DATE: MARCH 17, 2020

TO:
ROWLAND INC.
6855 102nd Ave. N.
Pinellas Park, FL 33782

ADDRESS	P.O. NUMBER	TERMS
PASS-A-GRILLE ALLEY (BETWEEN 21ST ST AND 20TH AVE), ST. PETERSBURG	N/A	Due on receipt

QUANTITY	DESCRIPTION	RATE	AMOUNT
3,521SF	Form, pour and finish 8" thick concrete (4,000psi)	\$10.50	\$35,920.00
98LF	Form, pour and finish 2' concrete curb (4,000psi)	\$32.00	\$3,136.00
10LF	Form, pour and finish inlet box transition (4,000psi)	\$32.00	\$320.00
	FINAL DRAW		
TOTAL DUE			\$39,376.00

Remit Payment to: Caveman Concrete, LLC, 16049 Redington Drive, Redington Beach, FL 33708

If you have any questions concerning this invoice, contact David Will at 727-459-9710

THANK YOU FOR YOUR BUSINESS!

Masonry Contractor
Lic. # C-10222

A Veteran's Affairs and State of Florida approved (SDV/SBO)
Service-Disabled Veteran Owned Small Business!

Main Office:
6436 W. Linebaugh Ave.
Tampa, FL 33625
Office: (813) 968-4200
Cell: (813) 770-1458
LIC # SP14299 FDOT # 2583870



Sales Representative:
Darren Holley
Darren.Holley@AAPavingLLC.com

Job Number:
#4366

Final Paving Invoice

Client: Rowland Inc.
Attn: Kevin McLaughlin
6855 102nd Ave. North
Pinellas Park, Florida 33782
Phone: (727) 545-3815
Job Name: Pass-A-Grille & 20th Ave.

Date: 3/19/2020

Location: Pass-A Grille Way & 20th Ave.
St. Petersburg, Florida

Item	Description	Quantity	Unit	Unit Price	Price
1	Paving of SP-12.5 TLC type asphalt with 20% RAP 2" thick as base course on one mobilization	119	SQ YDS	\$36.26	\$4,314.94
2	Paving of SP-9.5 TLC type asphalt with 20% RAP 1.5" thick as the surface course on one mobilization	119	SQ YDS	\$28.54	\$3,396.26
3					
4	Your Numbers in TONS just in case	13.09	TONS	\$329.64	\$4,314.99
5		9.81	TONS	\$345.91	\$3,396.26
6					
7					
8					
Final Job Total					\$7,711.20

NOTE: This proposal is based upon a minimum tonnage of 25 tons per mobilization. Mobilizations with less tonnage shall be billed an additional prorated fee to off-set the loss of production rate for smaller mobilizations requested, unless otherwise discussed/agreed upon in advance.

Standard Terms and Conditions

Controller Initial

	1. Customer will be billed for each mobilization. All invoices are due upon receipt. Invoices will be considered in default after thirty (30) days from the due date of the invoice, unless payment in full has been received at which time interest will be charged on any unpaid balances at the rate of 2% per month plus any additional finance charges the AAP incurs from its suppliers, unless prohibited by law, in which case, the interest rate shall be the maximum allowable by law. In the event the Customer disputes the contents of an invoice or the work performed or materials provided in the invoice within ten (10) days of the date of the invoice, the full amount of the invoice and the work and materials covered by the invoice shall be deemed accepted by the Customer.
	2. Payment to AAP is not conditioned upon Customer's receipt of payment from any person or entity, including, without limitation, owners, contractors, subcontractors and suppliers. Customer acknowledges that AAP is not assuming any risk of non-payment from those who may be or may become indebted to Customer. No retainage shall be held on jobs unless agreed upon by AAP in writing.
	3. Estimates are based on quantities provided by the Customer. AAP does NOT do take-offs and Customer is responsible for SQ YD accuracy provided for in the bid/job.
	4. Estimates are based on 110 LBS per SQ YD per 1" thickness of asphalt per FDOT specifications. Specific mix design weights will be used at the time of application.
	5. AAP's asphalt material cost is based on current liquid AC (Asphaltic Concrete) pricing and is subject to change, based on the FDOT Asphalt Index at installation. AAP must be notified in writing and in advance of any potential indexing of a job so it can be priced accordingly. Customer will be responsible for any negative cost factors of indexing if AAP is not so notified.
	6. Work cancelled within 24 hours of the scheduled pave date is subject to a \$1,500.00 fee unless cancellation was required due to weather conditions.
	7. Number of mobilizations included in this Proposal is: 1 Additional mobilizations will be billed at \$1,800.00 each.
	8. Tack is charged at \$0.35 per SQ YD for a .03 Spray rate. Any additional thickness will be billed at a prorated cost. AAP does not Prime and Sand.
	9. Final billing is based off of actual field measurements. If final field measurements differ by more than 5% from the estimated quantities, Customer shall pay AAP the difference based upon the unit price provided above.
	10. It is agreed that upon acceptance, this proposal shall constitute the entire agreement between the parties and shall supersede any prior arrangements and representations, written or oral, which Customer agrees it has relied upon in its acceptance. If AAP is instructed (orally or otherwise) to perform any other work by Customer on another project and agrees to perform such work, the terms and conditions of this Proposal shall prevail.
	11. Customer is solely responsible for any MOT required, unless otherwise provided in writing.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to utilize Pinellas County's Job Order Contracting Contracts for City Projects on a Work Order basis.

Date: April 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On January 9, 2018, Pinellas County awarded five (5) contracts for Job Order Contracting (JOC) for Facility Maintenance, Repair, and Minor Construction. These contractors include Caladesi Construction Co., G.E.C Associates, Inc., Gibraltar Construction Company, Inc., J.O. DeLotto & Sons, Inc., and New Vista Builders Group, LLC, and are utilized to perform construction activities on a work order basis.

Since July 2007, JOC has been utilized by the County as a construction delivery system providing the County multiple contractors offering structured pricing for minor construction repair and maintenance projects, usually not exceeding \$500,000.

JOC contractors bid an adjustment factor against a firm fixed price construction catalog, developed specifically for the County by The Gordian Group. When a project is required, pricing is derived from the construction catalog and is multiplied by the adjustment factor provided by each firm through the competitive bid process. JOC provides the County an expedited delivery method by reducing construction administration and the procurement cycle.

Funding: Funding determined on a project by project basis.

Requested Motion: "I move to approve the utilization of Pinellas County's Job Order Contracting Contracts for City Projects on a Work Order basis."

Attachment: Pinellas County Solicitation
Pinellas County Award Memo

**Reviewed by the
City Manager:**

AR

November 13, 2017

TO: ALL PREQUALIFIED BIDDERS

INVITATION TO BID: Job Order Contracting (JOC) – Facility Maintenance, Repair & Minor Construction

BID NUMBER: 167-0421-CP(DF)

BID SUBMITTAL IS DUE: November 21, 2017 @ 3:00 P.M.

ADDENDUM NO. 1

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

Advisories

1. Any remaining references to Notice to Proceed in the Invitation to Bid are replaced with the words "Job Order."
2. The Definition for Minimum Contract Value in the Invitation to Bid is deleted.
3. Invitation to Bid Section A General Conditions, Paragraph 9 (a) is revised to remove the words "to award," which are duplicated in the second sentence of this Paragraph subsection.
4. Invitation to Bid Section A General Conditions, Paragraph 24 last sentence is revised as follows: "Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the next lowest, responsive, responsible bidder."
5. Invitation to Bid Section B, Special Conditions, Paragraph 3.E first sentence is revised as follows: "A Job Order executed by both Parties will reference the Detailed Scope of Work, set forth in the Job Order Completion Time, and include the Job Order Amount."
6. Any remaining references to "work site" in the Invitation to Bid are replaced with the words "Work site."

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



7. Performance and Payment Bonds – Invitation to Bid Section E Special Conditions Paragraph 6 A Contract Security is revised as follow:

“The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and in the amount of four (4) million dollars, divided by the number of contractors awarded, the costs of which are to be paid by the Bidder and included in the Adjustment Factors. Performance and Payment Bonds will be for a period of one (1) year beginning on the Agreement date through that same date twelve (12) months later, and must be renewed and approved annually prior to term expiration.”

8. Invitation to Bid Section B Special Conditions Paragraph 19 Liquidated Damages second paragraph, first sentence and new second sentence, is revised as follows:

“The County shall be entitled to assess, as liquidated damages, but not as a penalty, on an as needed, project by project basis, an amount to be determined, for each Calendar Day after the Job Order estimated completion date. Determination on whether Liquidated Damages will be applicable to a project will be based on the Job Order Scope of Services, relative importance and cost of a project, and assigned when a Job Order is issued.”

Question/Response

Question No. 1: The way the solicitation is written is advertised as a \$20M contract value but no provision identified for multiple selections of vendors to divide the \$20M. In essence the surety looks at this as a single \$20M contract which we will not be able to bond. When vendors request a bid bond, we must identify the amount of the contract value for the requestor. Also, at the end of the three year bond term, is the two year renewal at both our discretions or is it only solely on the side of the county?

Response: Please refer to No. 7 of the Advisory section of this Addendum. The County’s intention is to award Agreements to a maximum of five (5) contractors as part of the bid award process.

Question No. 2: Our bonding company is requesting the County consider an annually renewable bond vs. the three (3) year bond term and a two (2) year bond term.

Response: Please refer to No. 7 of the Advisory section of this Addendum

Question No. 3: We currently use the on line version of RS Means for a different jurisdiction. Would it be possible to use the RS Means in lieu of the e Gordian disk if we achieve the same end result? The RS Means is much faster and more user friendly.”

Response: Awarded Contractors will only use eGordian software established for the subject Agreement.

Question No. 4: How are LDs going to done per project or over the term of contract?

Response: Please refer to No. 8 of the Advisory section of this addendum. Please note that if the County decides to add Liquidated Damages to a Job Order, the amount will be based on potential cost to Pinellas County for a project completed after the agreed upon completion date.

Question No. 5 How is retainage going to be handled?

Response: There is no provision for retainage as part of this Invitation to Bid.

Question No. 6: Is their going to be any limitation of contract size in \$?

Response: As stated in the Purchasing and Policy Procedure Manual Section 16, JOC work orders shall typically be considered for projects up to \$500,000.00 expenditure per Job Order. Job Orders exceeding this amount must be approved, prior to obtaining pricing from the Job Order Contractor, by the respective Assistant County Administrator responsible for the requesting County department.

Question No. 7: Are the Gordian pricing update yearly?

Response: Construction Task Catalog pricing will not change for the contract term, which is sixty (60) months.

Question No. 8: Is the Gordian program downloaded or on-line program?

Response: Contractors awarded will be provided access to eGordian software. Employee(s) for each Contractor will be provided a username and temporary password for software access.

Question No. 9: If we have been approved for Hillsborough county Schools Level II do we need to be rescreened?

Response: Any necessary background checks will be performed by the Pinellas County Sheriff's Office. Previous screenings for other contract Agreements are not applicable.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 56 under Addendum No.1 and return with completed bid package.

Sincerely,

A handwritten signature in black ink that reads "Joe Lauro CPPB/CPPO". The signature is written in a cursive, flowing style.

Joseph Lauro, CPPO/CPPB
Director of Purchasing

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

SEALED BID • DO NOT OPEN

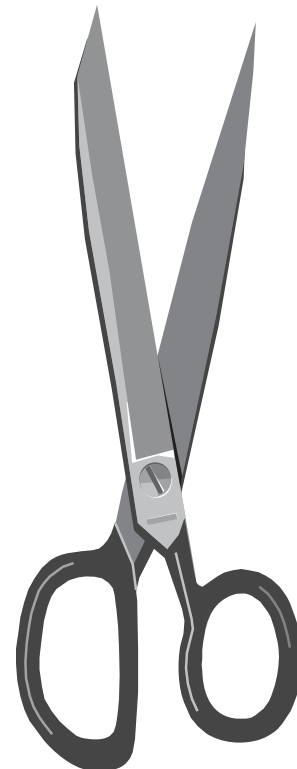
SEALED BID NO.: **167-0421-CP(DF)**

BID TITLE: **Job Order Contracting (JOC) –
Facility Maintenance, Repair & Minor Construction**

DUE DATE/TIME: **November 21, 2017 @ 3:00 P.M.**

SUBMITTED BY: _____
(Name of Company)

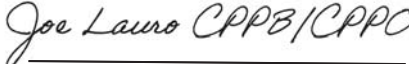
DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this bid.

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

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756			BID NUMBER: 167-0421-CP(DF)
ISSUE DATE: October 20, 2017		TITLE: Job Order Contracting (JOC) – Facility Maintenance, Repair & Minor Construction	
SUBMITTAL DUE: November 21, 2017 @ 3:00 P.M.			
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED			MANDATORY PRE-BID MEETING October 31, 2017 at 1:30 PM 509 East Avenue S Room 111 Clearwater, Florida 33756
DEADLINE FOR WRITTEN QUESTIONS: November 10, 2017 BY 3:00 P.M.	SUBMIT QUESTIONS TO: DAVID FECHTER AT DFECHTER@PINELLAS COUNTY.ORG Phone: 727-464-3154 Fax: 727-464-3925		
Engineering Estimate \$20,000,000.00 Plans Prepared by: N/A Engineer/Project Manager is: Tom Borawski, REM	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

BIDDER MUST COMPLETE THE FOLLOWING

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

BIDDER (COMPANY NAME): _____ **D/B/A** _____
MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____
COMPANY EMAIL ADDRESS: _____
PHN: () _____ **FAX:** () _____
***REMIT TO NAME:** _____
 (As Shown On Company Invoice) **FEIN#** _____
CONTACT NAME: _____
PRINT NAME: _____
EMAIL ADDRESS: _____

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

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

AUTHORIZED SIGNATURE: _____
PRINT NAME/TITLE: _____

RETURN THIS FORM WITH YOUR RESPONSE

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DEFINITIONS

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FDOT: The Florida Department of Transportation.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

SECTION A - GENERAL CONDITIONS

1. BIDS:

Bid will be prepared in accordance with the following:

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

2. DESCRIPTION OF SUPPLIES:

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

3. SUBMISSION OF BID:

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

4. REJECTION OF BID:

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

5. WITHDRAWAL OF BID:

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

6. LATE BID OR MODIFICATIONS:

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

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.
8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.
9. **AWARD OF CONTRACT:**
 - (a) This Job Order Contract shall be awarded to the most responsive, responsible contractors prequalified in the Building Category, based on the lowest adjustment factors submitted, in accordance with the Invitation to Bid Section E, that are most advantageous to Pinellas County, and all other factors considered, to provide services involving construction, installation and repair of County facilities. The County reserves the right to award one (1) or more contract.
 - (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
 - (c) If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the Contract may be awarded to one Bidder by drawing lots in public.
 - (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.
11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.
12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.
13. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

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

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

SECTION A - GENERAL CONDITIONS

Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.

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

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

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:** See agreement reference in Section H
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
 - (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

Definitions for Recycled Materials:

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

26. ASBESTOS MATERIALS:

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

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

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

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

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered

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

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

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

29. **TERMINATION:**

- (a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.
31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.
34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has

SECTION A - GENERAL CONDITIONS

disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

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

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

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

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

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

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

43. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)

Fax – 727-464-8386

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

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

SECTION A - GENERAL CONDITIONS

- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

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

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

SECTION A - GENERAL CONDITIONS

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. LUMBER PRODUCED IN STATE OF FLORIDA

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

The following does not apply:

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

47. PUBLIC RECORDS – CONTRACTOR'S DUTY

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

SECTION B - SPECIAL CONDITIONS

Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction
Bid Number: 167-0421-CP(Df)

IMPORTANT NOTICE:

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

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

1. **PRE-QUALIFICATION OF BIDDER:** Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Building construction, or those that are pre-qualified by the Florida Department of Transportation (FDOT) in an equivalent prequalification. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.
2. **MANDATORY PRE-BID CONFERENCE:** Questions pertaining to the bid will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this Job Order Contract, bids received from Bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

Mandatory Pre-Bid will be held October 31 2017 at 1:30 PM at 509 East Avenue S., Room 111, Clearwater, Florida 33756.

3. **OVERVIEW OF THE CONTRACT**

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

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

B. The Contractor will bid four (4) Adjustment Factors to be applied to the Unit Prices. The same four (4) Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks

1. One (1) Adjustment Factor for performing work during Normal Working Hours in Non-Secure Areas,
2. A second Adjustment Factor for performing work during Other Than Normal Working Hours in Non-Secure Areas,
3. A third Adjustment Factor for performing work during Normal Working Hours in Secure Areas,
4. A fourth Adjustment Factor for performing work during Other Than Normal Working Hours in Secure Areas.

C. Thereafter, as projects are identified, the Owner will prepare a Detailed Scope of Work and issue an RFP to the Contractor. The RFP will identify the area of work as a Secure or Non-Secure Area. The Contractor will then prepare a Job Order Proposal for the Project. The Job Order Amount shall equal the value of the approved Job Order Price Proposal.

D. If the Job Order Proposal is found to be complete and as per specified a Job Order may be issued. Work must not commence until a job order is executed by both parties.

E. A Job Order will reference the Detailed Scope of Work, set forth the Job Order Completion Time, and include the Job Order Amount. A separate Job Order will be issued for each Project. The County may issue a Supplemental Job Order to the Contractor.

4. **PRICING/PERIOD OF AGREEMENT:** The County does not guarantee the Maximum Contract Term Value a Contractor will receive. Under no circumstances will the Maximum Contract Total Value exceed twenty million dollars (\$20,000,000.00). Adjustment Factors bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work, required therein. Contract duration is for sixty (60) consecutive calendar months.

ANNUAL ADJUSTMENT FACTOR

- A. The Normal Working Hours in Non-Secure Areas, Other Than Normal Working Hours in Non-Secure Areas, Normal Working Hours in Secure Areas and Other Than Normal Working Hours in Secure Areas Adjustment Factors may be updated on each anniversary of the award date of the job order contractor to account for changes in construction costs prior to the anniversary of the award date of the job order contract. Such request shall be delivered to the Owner with a

SECTION B - SPECIAL CONDITIONS

copy to The Gordian Group. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty (30) calendar days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following.

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

5. BID BOND GUARANTEE:

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of \$40,000.00 and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashier check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

6. CONTRACT SECURITY:

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 100% of the total Job Order Maximum Contract Annual Term Value, to be determined after award, the costs of which are to be paid by the Bidder and included in the Adjustment Factors. Performance and Payment Bonds will be for a period of three (3) years. Prior to expiration, a Bond Rider will be required for the final two (2) years of the contract period. 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;

SECTION B - SPECIAL CONDITIONS

- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Maximum Contract Term Value.
3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

7. LICENSES, PERMITS, FEES AND TAXES:

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

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

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.
- D. The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) system for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC system.
8. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the 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.
9. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

SECTION B - SPECIAL CONDITIONS

10. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A pre-commencement meeting will be held following execution of the Contract Documents.
11. **INTENT OF THE CONTRACT DOCUMENTS:**
 - A. It is the intent of the Contract Documents to describe a functionally complete contracting system. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Work, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
 - B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete contracting system.
 - C. Detailed Scopes of Work and Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Detailed Scopes of Work and Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Detailed Scope of Work.
12. **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.
13. **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.
14. **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.
15. **CONTRACTORS AND SUBCONTRACTORS:**
 - A. Qualification
 1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.
 2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.
 - B. Identification
 1. As part of each Job Order Proposal, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the proposed subcontractor(s) and a summary description of the Work subcontracted. The Design Professional/Engineer/Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal

SECTION B - SPECIAL CONDITIONS

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.

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

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.
- E. Contractor's Supervision
 1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.
 2. Contractor's Superintendent:
 - a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Detailed Scopes of Work and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
 - b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.
 3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.
 4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns and/or is required by Detailed Scopes of Work)
 - a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Detailed Scope of Work. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of

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Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary. The Contractor may charge for the cost of a Worksite Traffic Supervisor as a Non Pre-priced task in its Job Order Price Proposal.

- b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

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

17. JOB ORDER COMPLETION TIME AND TIME EXTENSIONS

- A. The Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his

SECTION B - SPECIAL CONDITIONS

Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within two (2) regular Work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Job Order Completion Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular Work day notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Contract Administrator an extension to the Job Order Completion Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Job Order Completion Time must be approved by the Contract Administrator and authorized by a Supplemental Job Order executed by the appropriate approving authority authorized by the Owner.

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

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

New Years Day
Independence Day
Thanksgiving Day
Christmas Day

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

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

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

SECTION B - SPECIAL CONDITIONS

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of FIVE HUNDRED DOLLARS (\$500.00) per man day for each Saturday and Sunday on which the Contractor Works. Represents the cost per hour for one (1) County employee of \$62.50 to be on site.

- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per man day for each recognized Holiday on which the Contractor Works. Represents the cost per hour for one (1) County employee of \$93.75 to be on site.

- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

19. LIQUIDATED DAMAGES

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.

The County shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each Calendar Day after the Job Order completion 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.

20. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.

- B If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

21. CHANGES IN THE WORK

- A. Without invalidating the Job Order, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor. No **other** officer, employee, or agent of the County is authorized to direct any extra or change Work orally.

- B. If changes to the Scope of the Work are required or if the Job Order Completion Time or the Job Order Amount is increased by the additional Work, a Supplemental Job Order approved by the Contract Administrator will be required.

- C. The value of such extra Work or change shall be determined by Section B - Special Conditions Paragraph 45: Contractor Selection and Award of Individual Orders.

- D. Should a Supplemental Job Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.

- E. For new Work not covered by schedule of values, the amount of an increase shall be determined by a Supplemental Job Order.

- F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The cost of all Work shall be determined in accordance with Section B - Special Conditions Paragraph 45 Contractor Selection and Award of Individual Orders.

- G. Execution by the Contractor of a properly authorized Supplemental Job Order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Supplemental Job Order.

SECTION B - SPECIAL CONDITIONS

22. CLAIMS AND DISPUTES

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

23. MEASUREMENT AND PAYMENT

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Job Order Contract as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Job Order Contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Job Order Completion Time until final acceptance by the County.
- F. Failure to construct any item to plan or authorized dimensions within the Detailed Scope of Work tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay **will** be determined by the Design Professional/Engineer/Project Manager.
- G. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of twenty (20) days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.
- H. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Design Professional/Engineer/Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
 - 1. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
 - 2. The stored material must be approved by the Design Professional/Engineer/Project Manager.
 - 3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.

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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.

24. PAYMENTS TO CONTRACTOR

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

25. ACCEPTANCE AND FINAL PAYMENT

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

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

D. Final Acceptance

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

E. Waiver of Claims

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

F. Termination of Contractor's Responsibility: The Job Order will be considered complete when all Work has been completed and has been accepted by the Board.

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

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

28. **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

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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.

29. SITE INVESTIGATION

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

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

- A. Location of existing structures and utilities provided in the Detailed Scope of Work are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.
- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system,

SECTION B - SPECIAL CONDITIONS

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.

31. OTHER WORK

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

32. TERMINATION**A. Termination for Default**

- 1. The Contractor shall be considered in material default of the Agreement and/or Job Order and such default shall be considered cause for the County to terminate the Agreement and/or Job Order, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work within the time specified;
 - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
 - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents
 - k. Failing to submit Job Order Proposals in a timely manner;

- 2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that

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the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Job Order Amount, and if such expenditures exceed the unpaid balance of the Job Order Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.
4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement and/or any Job Order, in whole or in part; without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Job Order Amount 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.

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

Not applicable

34. SUBMITTALS AFTER AWARD

A. Schedule

1. The Contractor shall submit a preliminary Construction Progress Schedule as part of each Job Order Proposal in a form acceptable to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. A bar graph format is acceptable for the Construction Progress Schedule. A Job Order may not be issued without an approved Construction Progress Schedule.
2. When required by the County, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Job Order Amount.
3. The Construction Progress Schedule shall be updated by the Contractor when requested by the County. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its applications for payment noted below. Contractor's submittal of these updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.

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

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the Detailed Scope of Work includes Plans. Under no circumstances will submittals be accepted from subcontractors.

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

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

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
5. Concrete Box Culverts, Pipes and Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.
- I. If requested by the County, the Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

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

35. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to

SECTION B - SPECIAL CONDITIONS

reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

36. INTEREST ON JUDGMENTS:

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

- 37. **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.

38. SURVEY AND LAYOUT (When required by the Detailed Scope of Work):

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Job Order Completion Time by the Contractor. The Contractor shall be compensated by using the appropriate task in the Construction Task Catalog®.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Job Order Completion Time. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:

SECTION B - SPECIAL CONDITIONS

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.

39. CONFORMITY OF WORK WITH PLANS

- A. Plans may be provided on some Job Orders as part of the Detailed Scope of Work. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
 - B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by modification of the Detailed Scope of Work under a Supplemental Job Order which will provide for an appropriate adjustment in the Job Order Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.
40. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.
41. **GUARANTEE OF WORK:** All Work shall be guaranteed for twelve (12) 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.
42. **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 twelve (12) 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.

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

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.
- B. How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
- C. Should I scan everything and save as PDF?**
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)
- D. My document is a compilation of multiple sources. Should I send multiple PDF files?**
Answer- You may, however merging pages/files is a very simple process within PDF.
- E. How do I get my PDF files to Pinellas County Government?**
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

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

44. CONTRACTOR'S KEY PERSONNEL

- A.** The Contractor shall assign one full-time employee as its representative for this Contract. This employee shall be acceptable to the County Project Manager and shall have a cell phone at which he or she can be reached at all times.
- B.** The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff shall be provided by the Contractor depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four (4) Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any Project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the Work in place and the Work areas prepared for the next day's Work; and develop a site specific quality control program, all at no cost to the Owner
- C.** Should the County deem the performance of any employee of the Contractor unsatisfactory, the Contractor shall terminate the involvement of such employee in all areas of Contract performance.
- D.** The Contractors shall not remove a Project Manager or Superintendent from any Job Order without written notification of approval from the Owner.

SECTION B - SPECIAL CONDITIONS**45. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL JOB ORDERS**

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

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

46. ORDERING WORK

- A. As the need arises, the County will notify the Contractor of a Project and schedule a Joint Scope Meeting.
- B. Upon this notice, the Contractor shall respond to the needs of the County within twenty-four (24) hours by:
 - 1. Establishing verbal contact with County to further define the scope of the requirement, and
 - 2. Visiting the proposed work site in the company of a County representative, and participating in a Joint Scope Meeting which will include, but shall but not be limited to, discussion and establishment of the following:
 - a. Project number and title
 - b. the general scope of the work;
 - c. alternatives for performing the work and value engineering;
 - d. access to the site and protocol for admission;
 - e. Secure Area requirements, including but not limited to badging requirements;
 - f. hours of operation;
 - g. staging area;
 - h. requirements for catalog cuts, technical data, samples and shop drawings;
 - i. requirements for professional services, sketches, drawings, and specifications;
 - j. construction duration;
 - k. liquidated damages;
 - l. the presence of hazardous materials;
 - m. date on which the Job Order Proposal is due.
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a RFP that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any Work in connection with a particular Project. The Owner may, at its option, include quantities if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- D. The Contractor's Job Order Proposal must include, but shall not be limited to:
 - a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors;
 - d. Construction schedule;

SECTION B - SPECIAL CONDITIONS

- e. Other requested documents.
- E. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- F. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks (unit price x quantity x Adjustment Factor).
- G. The Contractor will prepare the Job Order Price Proposal in accordance with the following:
 - 1. Pre-priced Tasks: A task described and for which a unit price is set forth in the Construction Task Catalog®.
 - 2. Non Pre-priced Tasks: A task that is not set forth in the Construction Task Catalog®. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - a. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - b. If the Contractor will perform the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the Work is to be subcontracted, the Contractor must submit three (3) independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three (3) quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved by the Owner, less than three quotes (3) or bids will be allowed.
 - c. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

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

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

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

C = Lowest of three (3) independent quotes for all materials.

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

For Non Pre-priced Tasks Performed by Subcontractors:

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

D = Lowest of three Subcontractor Quotes

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

- d. After a Non Pre-priced Task is used on a Job Order, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- e. The County's determination as to whether an item is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 3. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable. The County will specify local jurisdiction permits the Contractor is required to obtain and maintain for each Job Order.
- 4. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. The Contractor will be expected to provide sketches, minor calculations, shop drawings and specifications and "as built" drawings. The cost of these services shall be included in the Contractor's Adjustment Factors.
- 5. The Contractor's Job Order Proposal shall be submitted by the date indicated on the RFP. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job

SECTION B - SPECIAL CONDITIONS

Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

6. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the RFP or, as described below, the Contractor may be directed to begin work immediately with the applicable contract documents to follow.
7. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

F. Review of the Proposal and Issuance of Job Order

1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - a. Will constitute or create a hazard to the work, or to persons or property;
 - b. Will not produce finished Work in accordance with the terms of the Contract; or
 - c. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to complete the Job Order. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed RFP, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

47. COUNTY FURNISHED EQUIPMENT/MATERIALS

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

48. SALVAGE AND SALVAGE DISPOSAL

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

49. CONTRACT ADMINISTRATOR

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

50. ACCESS TO BUILDINGS AND WORKING IN SECURE AREAS

- A. It shall be the Contractor's responsibility, through the County and appropriate County staff, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the Project site(s) at the end of each work day and on weekends.

SECTION B - SPECIAL CONDITIONS

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

- D. Work in Secure Areas at St. Petersburg Clearwater International Airport (PIE)

SECTION B - SPECIAL CONDITIONS

1. The Contractor shall be responsible for all provisions provided in Appendix 2 of the Contract when working at PIE and some areas of work may be considered Work in Secure Areas. The Project Manager will make this determination on a Job Order basis and will be included in the RFP.

51. TEMPORARY SERVICES AND UTILITIES

Unless the Detailed Scope of Work states otherwise:

A. Temporary Services and Utilities:**1. General:**

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

B. Water:

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

C. Light and Power:

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

D. Temporary Field Offices:

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

E. Temporary Sanitation Facilities:

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

F. Temporary Fire Protection:

1. The Contractor shall take all precautions necessary and required to prevent fire and comply with the requirements of local authorities having jurisdiction.
2. Fuel to cutting and heating torches shall be gas only, and shall be contained in Underwriters' Laboratory approved containers. The Contractor shall provide and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity of the work when welding tools or torches of any type are in use.

SECTION B - SPECIAL CONDITIONS

3. The Contractor shall not use volatile liquids for cleaning agents or as fuels for motorized equipment or tools within building.
 - a. Tarpaulins shall be securely anchored and flame proofed, when attached to any wood scaffolding and when used to enclose any portion of a building above the first floor.
 - b. Flammable materials shall not be stored, nor debris allowed to accumulate, in or around the Work site.

52. PRE-CONSTRUCTION CONFERENCE

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

53. JOB MEETINGS

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

54. COUNTY-DECLARED DISASTERS

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

55. COMPUTER REQUIREMENTS

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

56. JOB ORDER CONTRACTING SOFTWARE

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

57. COOPERATIVE PURCHASING

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

SECTION B - SPECIAL CONDITIONS

Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: Attention: A/R Department

PO Box 79341

Baltimore, MD 21279-0341

- E. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- F. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.
- G. The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

58. SPECIAL FUNDING

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

SECTION C – INSURANCE REQUIREMENTS

SECTION C - INSURANCE REQUIREMENTS:

Notice: The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

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

- a) Bid submittals should include, the Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that Contractor include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
 - (1) Contractor 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 Contractor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Contractor 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 Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Contractor is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$1,000,000.00
------------------------------------	----------------

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

Limits:

Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

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

Limits

Each Occurrence or Claim	\$1,000,000.00
General Aggregate	\$1,000,000.00

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

SECTION C – INSURANCE REQUIREMENTS

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

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

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

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

Pollution Legal/Environmental Legal Liability insurance coverage may be provided by the appropriately qualified and licensed Subcontractor. The cost of the Contractor's Pollution Coverage is included in the unit prices for such work and is not a reimbursable cost.

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

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

Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction

Bid Number: 167-0421-CP(DF)

Work consists of a Job Order Contract to perform services involving general construction, installation and repair at any and all facilities under the jurisdiction of the County

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

This section may contain special notices if applicable.

The advertised Invitation to Bid contains the following files:

1. Invitation to Bid
2. Construction Task Catalog®
3. Technical and Material Specifications

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

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction

Bid Number: 167-0421-CP(DF)

(Schedule of Values)

NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.

ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.

TO THE COUNTY OF PINELLAS, FLORIDA:

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

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

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

or

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

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

SECTION E – BID SUBMITTAL FORM

BID FORM SCHEDULE OF PRICES

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

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday in Non-Secure Areas:

--	--	--	--	--	--

(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays in Non-Secure Areas:

--	--	--	--	--	--

(Specify to four (4) decimal places)

Line 3 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday in Secure Areas:

--	--	--	--	--	--

(Specify to four (4) decimal places)

Line 4 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holiday in Secure Areas.

--	--	--	--	--	--

(Specify to four (4) decimal places)

Line 5 Non Pre-priced Work Task Adjustment Factor

--	--	--	--	--	--

(Specify to four (4) decimal places)

Line 6 Combined Adjustment Factor (transferred from Line 11 of the Award Criteria Figure Worksheet on the following page).

--	--	--	--	--	--

(Specify to four (4) decimal places)

SECTION E – BID SUBMITTAL FORM

BID FORM

AWARD CRITERIA FIGURE WORKSHEET

This Job Order Contract shall be awarded to the most responsive responsible Contractors prequalified in the Building Category based on the lowest adjustment factors submitted, in accordance with the Invitation to Bid Section E, that are most advantageous to Pinellas County, and all other factors considered; to provide services involving construction, installation and repair of County facilities. The County reserves the right to award one (1) or more contracts. Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1. Normal Working Hours Adjustment Factor in Non-Secure Areas
2. Multiply Line 1 by (.60).....
3. Other Than Normal Working Hours Adjustment Factor in Non-Secure Areas
4. Multiply Line 3 by (.10).....
5. Normal Working Hours Adjustment Factor in Secure Areas.....
6. Multiply Line 5 by (.10).....
7. Other Than Normal Working Hours Adjustment Factor in Secure Areas.....
8. Multiply Line 7 by (.10).....
9. Non Pre-priced Work Tasks Adjustment Factor.....
10. Multiply Line 9 by (.10).....
11. Add Lines 2+4+6+8+10.....

(Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 11) to the space provided on the preceding page (Line 6). The Award Criteria Figure is the Contractor's computed adjustment factor that will determine low bid.. The County reserves the right to revise all arithmetic calculations for correctness.

SECTION E – BID SUBMITTAL FORM

W9

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

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Date ▶

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

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

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

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

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

Yes ☐No ☐

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

Company Name

Signature

Printed Signature

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction**BID NUMBER: 167-0421-CP(DF)**

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

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

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

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

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

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

PRESIDENT**ADDRESS:**

Printed Name

SECRETARY**ADDRESS:**

Printed Name

TREASURER**ADDRESS:**

Printed Name

SECTION E – BID SUBMITTAL FORM

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

Corporation Name

By _____
President

***CORPORATE SEAL ***

Qualifying Agent

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

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

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

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

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

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

Company Name

By: _____
Name of Firm or Qualifying Agent

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

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

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

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

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

For Information Only, Not for Payment Purposes

\$ _____

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

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

Company Name

Name and Title

Address:

Telephone/Fax

Federal Employee ID NO. (FEIN)

Email of Account Representative

SECTION F ADDENDA ACKNOWLEDGEMENT FORM**SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:****Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction****Bid No: 167-0421-CP(DF)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:**

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

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

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

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

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

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

We, the undersigned have declined to submit a bid for No. **167-0421-CP(DF)** for **Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION H - AGREEMENT

AGREEMENT

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

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

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

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered is:

_____.

The Maximum Contract Total Value is:

_____.

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

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

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction, Bid No: 167-0421-CP(DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment upon receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. The term of the Contract is sixty (60) months. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

SECTION H - AGREEMENT

- E. To procure all insurance as required by the Instructions to Bidders.

- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.

- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

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

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

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

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

SECTION H - AGREEMENT

2. THE COUNTY AGREES:

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

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

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday in Non-Secure Areas:

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

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

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

Normal Working Hours 7:00 am to 7:00 pm Monday to Friday in Secure Areas:

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

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

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

Non Pre Priced Work Task Adjustment Factor:

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

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

3. IT IS MUTUALLY AGREED:

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

SECTION H - AGREEMENT

- F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

Addenda (if applicable)
 Agreement
 Appendix 4 Special Notices (if applicable)
 Section B Special Conditions
 Section D Technical and Material Specifications
 Standard Specifications of the County, State or Federal Government, if any.
 Construction Task Catalog®
 Job Orders (including Detailed Scopes of Work and Requests for Proposals)

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

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

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

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

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

PINELLAS COUNTY acting by and
 through the Board of County Commissioners

 Name of Firm

By:

 Chairman

 Signature

 Date

 Print Name

ATTEST:

Ken Burke,
 Clerk of the Circuit Court

 Title

By:

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

 Deputy Clerk

Approved as to Form

By:

 Office of the County Attorney

SECTION I - BONDS

SECTION I - BONDS:

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

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, as Surety,
Located at: _____

(Business Address) _____ (Phone Number) _____

Are held and firmly bound unto Pinellas County, Florida, as Obligee in the sum of _____

DOLLARS \$ _____

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

WHEREAS, Principal has entered into a Agreement with Obligee for **Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction, Bid No: 167-0421-CP(DF)** in accordance with Contract Documents, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

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

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

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

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

SECTION I - BONDS

BOND NO. _____

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

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

_____, 2017, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

by
of _____, a _____

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

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY: _____

Witness as to Surety_____

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

The foregoing instrument was acknowledged before me this

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

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

PAYMENT BOND

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

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

DOLLARS

\$

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

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for **Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction**, **Bid No: 167-0421-CP(DF)** said Agreement being made a part of this Bond by this reference.

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

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

BE IT FURTHER KNOWN:

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

SECTION I - BONDS

BOND NO. _____

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

THIS BOND DATE THE _____ DAY OF _____, 2017
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Authorized Signature)

Witness as to Principal

(Print Name)

Witness as to Principal

(Title)

(Business Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

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

Notary:

Print Name: _____

Commission Number: _____

My Commission Expires: _____

SECTION I - BONDS

BOND NO. _____

SURETY: _____

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

The foregoing instrument was acknowledged before me this

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

Notary: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____

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

STATE OF FLORIDA
COUNTY OF _____

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

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

Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction , Bid No: 167-0421-CP(DF)for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

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

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed or Stamped

APPENDIX 1 - PERMITS**APPENDIX 1 - PERMITS:****Bid Title: Job Order Contracting (JOC) –Facility Maintenance, Repair & Minor Construction****Bid No: 167-0421-CP(DF)****PERMIT INDEX****AGENCY****PERMIT NO.****PAGE NO. (s)**

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

APPENDIX 2 – SAMPLE APPLICATION FOR PAYMENT

APPENDIX 2 –SAMPLE APPLICATION FOR PAYMENT

PINELLAS COUNTY

APPLICATION AND CERTIFICATE FOR PAYMENT IS PAYMENT CONTINUATION FORM NEEDED?

Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction Bid No: 167-0421-CP(DF)

From (Contractor Name)

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

Payment Period From: _____ **to** _____

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

PAYMENT SUMMARY

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

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

APPLICATION FOR PAYMENT APPROVED BY:

Consultant or Design Professional/Engineer of Record

Pinellas County _____ (Dept) Engineering Project Manager

Pinellas County Public Works

Director of _____ (Dept)

Contractor

Date _____

APPENDIX 3 – AIRPORT SECURITY PROGRAM**APPENDIX 3 – SPECIAL NOTICES:****Bid Title: Job Order Contracting (JOC) Facility Maintenance, Repair & Minor Construction****Bid No: 167-0421-CP(DF)****INSTRUCTIONS TO CONTRACTORS - Airport Security**

Under this Contract, Job Orders may be issued where the St. Petersburg-Clearwater International Airport (PIE) is the location of the Work to be performed, and this Appendix 3 may be applicable. The Contractor shall be notified by the County as part of the RFP and/or Detailed Scope of Work if the provisions of this Appendix 3 Will be applicable to the Job Order. All personnel and vehicles within the Airport Operations Area (AOA) of St. Petersburg-Clearwater International Airport (PIE) are required to bear identification as provided in the Airport Security Program (ASP) and Transportation Security Administration Regulation (TSAR) 49 CFR 1542. The Contractor shall be compensated using the applicable Secured Area Adjustment Factor(s) if the Work to be performed is within the AOA.

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

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

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

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

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

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

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

CRIMINAL HISTORY RECORDS CHECK FINGERPRINT APPLICATION PROCESS

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

- a) Personal and physical characteristics relative to the applicant;
- b) Residency, citizenship, birthplace, and a current verifiable address; and
- c) Signature of the applicant (Employee Signature) and Company Authorized Representative

APPENDIX 3 – AIRPORT SECURITY PROGRAM

- d) Upon receipt of Criminal History Records check results, PIE Operations will notify the contractor of the result and if the applicant may continue in the Identification Badge process. Applicants will be required, at the time of application for a Criminal History Records Check, to submit all identification badge forms discussed below.

Identification Badge Application Process

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 3 – AIRPORT SECURITY PROGRAM**SUPPLEMENT TO SECURITY PROGRAM****SECTION**

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

APPENDIX 3 – AIRPORT SECURITY PROGRAM

SECTION S-1TSAR49 CFR 1542.209 Fingerprint –based criminal history records checks (CHRC)**A. Scope.** The following persons are within the scope of this section

1. Each airport operator and airport user.
2. Each individual currently having escorted access to a Security Identification Display Area (SIDA), and each individual with authority to authorize others to have unescorted access to a SIDA (referred to as an unescorted access authority).
3. Each individual seeking unescorted access authority.
4. Each airport user and aircraft operator making a certification to an airport operator pursuant to paragraph (n) of this section, or 14 CFR 108.31(n) in effect prior to November 14, 2001 (see 14 CFR parts 60 to 139 revised as of January 1, 2001). An airport user, for the purposes of this section only, is any person other than an aircraft operator subject to 1544.229 of this chapter making a certification under this section.

B. Individuals seeking unescorted access authority. Except as provided in paragraph (m) of this section, each airport, operator must ensure that no individual is granted unescorted access authority unless the individual has undergone a fingerprint based CHRC that does not disclose that he or she has a disqualifying criminal offense, as described in paragraph (d) of this section.**C. Individuals who have not had a CHRC.** (1) Except as provided in paragraph (m) of this section, each airport operator must ensure that after December 6, 2002, no individual retains unescorted access authority, unless the airport operator has obtained and submitted a fingerprint under this part.

1. When CHRC discloses a disqualifying criminal offense for which the conviction or finding of not guilty by reason of insanity was on or after December 6, 1991, the airport operator must immediately suspend that individual's authority.

D. Disqualifying criminal offenses. An individual has a disqualifying criminal offense or the individual has been convicted, or found not guilty of by reason of insanity, of any of the disqualifying crimes listed in this paragraph (d) in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation: 49 U.S.C. 46306.
2. Interference with air navigation; 49 U.S.C 46308.
3. Improper transportation of a hazardous material; 49 U.S.C. 46312.
4. Aircraft piracy; 49 U.S.C. 46502.
5. Interference with flight crew members of flight attendants; 49 U.S.C. 46504.
6. Commission of certain crimes aboard aircraft in flight; 49U.S. C. 4506.
7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
8. Conveying false information and threats; 49 U.S.C. 46507.
9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S. C. 46502(b).
10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
12. Destruction of an aircraft or aircraft facility; 18.U.S.C. 32.
13. Murder.
14. Assault with intent to murder.
15. Espionage.
16. Sedition.
17. Kidnapping or hostage taking.
18. Treason.
19. Rape or aggravated sexual abuse.
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
21. Extortion.
22. Armed or felony unarmed robbery.
23. Distribution of, or intent to distribute, a controlled substance.
24. Felony arson.
25. Felony involving a threat.

APPENDIX 3 – AIRPORT SECURITY PROGRAM

26. Felony involving.
 - i. Willful destruction of property;
 - ii. Important or manufacture of a controlled substance;
 - iii. Burglary;
 - iv. Theft;
 - v. Dishonesty, fraud, or misrepresentation;
 - vi. Possession or distribution of stolen property;
 - vii. Aggravated assault;
 - viii. Bribery; or
 - ix. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
27. Violence at international airports; 18 U.S. C. 37.
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph 9d).

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

- i. A statement that the individual signing the application does not have a disqualifying criminal offense.
 - ii. A statement informing the individual that Federal regulations under 49 CFR 1542.209 (1) impose a continuing obligation to disclose to the airport operator within 24 hours if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority. After February 17, 2002, the airport operator may use statements that have already have been printed referring to 14 CFR 107.209 until stocks of such statements are used up.
 - iii. A statement reading. "The information I have provided on this application is true, complete and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)"
 - iv. A line for the printed name of the individual.
 - v. A line for the individual's signature and date of signature.
1. Each individual must complete and sign the application prior to submitting his or her fingerprints.
 2. The airport operator must verify the identity of the individual through two forms of identification prior to fingerprinting, and ensure that the printed name on the fingerprint application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.
 3. The airport operator must advise the individual that:
 - i. A copy of the criminal record received from the FBI will be provided to the individual, if requested by the individual in writing; and
 - ii. The Airport Security Coordinator (ASC) is the individual's point of contact if he or she has questions about the results of the CHRC.
 4. The airport operator must collect, control, and process one set of legible and classifiable fingerprints under direct observation of the airport operator or a law enforcement officer.
 5. Fingerprints may be obtained and processed electronically, or recorded on fingerprint cards approved by the FBI and distributed by Transportation Security Administration (TSA) for that purpose.
 6. The fingerprint submission must be forwarded to TSA in the manner specified by TSA.

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

G. Determination of arrest status. (1) When a CHRC on a individual seeking unescorted access authority discloses an arrest for an disqualifying criminal offense listed in paragraph (d) of this section without indicating

APPENDIX 3 – AIRPORT SECURITY PROGRAM

a disposition, the airport operator must determine, after investigation, that the arrest did not result in a disqualifying offense before granting that authority. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.

1. When a CHRC on an individual with unescorted access authority discloses an arrest for any disqualifying criminal offenses without indicating a disposition, the airport operator must suspend the individual's unescorted access authority not later than 45 days after obtaining the CHRC unless the airport operator determines, after investigation, that the arrest did not result in a disqualifying criminal offense. If there is no disposition, or if the disposition did not result in a conviction or in a finding of not guilty by reason of insanity of one of the offenses listed in paragraph (d) of this section, the individual is not disqualified under this section.
2. The airport operator may only make the determinations required in paragraphs (g) (1) and (g) (2) of this section for individuals for whom is issuing, or has issued, unescorted access authority, and who are not covered by a certification from an aircraft operator under paragraph (n) of this section. The airport operator may not make determinations for individuals described in 1544.229 of this chapter.

H. Correction of FBI records and notification of disqualification. (1) Before making a final decision to deny unescorted access authority to an individual described in paragraph (b) of this section, the airport operator must advise him or her that the FBI criminal record discloses information that would disqualify him or her from receiving or retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

1. The airport operator must notify an individual that a final decision has been made to grant or deny unescorted access authority.
2. Immediately following the suspension of unescorted access authority of an individual, the airport operator must advise him or her that the FBI criminal record discloses information that disqualifies him or her from retaining unescorted access authority and provide the individual with a copy of the FBI record if he or she requests it.

I. Corrective action by the individual. The individual may contact the local jurisdiction responsible for the information and the FBI to complete or correct the information contained in his or her record, subject to the following conditions.

1. For an individual seeking unescorted access authority on or after December 6, 2001, the following applies:
 - i) Within 30 days after being advised that the criminal record received from the FBI discloses a disqualifying criminal offense, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to granting unescorted access authority.
 - ii) If no notification, as described in paragraph (I) (1) of this section is received within 30 days, the airport operator may make a final determination to deny unescorted access authority.
2. For an individual with unescorted access authority before December 6, 2001, the following applies: Within 30 days after being advised of suspension because the criminal record received from the FBI discloses a disqualifying criminal offenses, the individual must notify the airport operator in writing of his or her intent to correct any information he or she believes to be inaccurate. The airport operator must obtain a copy, or accept a copy from the individual, of the revised FBI record, or a certified true copy of the information from the appropriate court, prior to reinstating unescorted access authority.

J. Limits on dissemination of results. Criminal record information provided by the FBI may be used only to carry out this section and 1544.229 of this chapter. No person may disseminate the results of a CHRC to any other than:

1. The individual to whom the record pertains, or that individual's authorized representative.
2. Officials of other airport operators who are determining whether to grant unescorted access to the individual under this part.

APPENDIX 3 – AIRPORT SECURITY PROGRAM

3. Aircraft operators who are determining whether to grant unescorted access to the individual or authorize the individual to perform screening functions under part 1544 of this chapter.
4. Others designated by TSA.

K. Recordkeeping. The airport operator must maintain the following information:

- 1) *Investigations conducted before December 6, 2001.* The airport operator must maintain and control access or employment history investigation files, including the criminal history records results portion, or the appropriate certifications, for investigations conducted before December 6, 2001.
- 2) *Fingerprint application process on or after December 6, 2001.* Except when the airport operator has received a certification under paragraph (n) of this section, the airport operator must physically maintain, control, and as appropriate, destroy the fingerprint application and the criminal record. Only direct airport operator employees may carry out the responsibility for maintaining, controlling, and destroying criminal records.
- 3) *Certification on or after December 6, 2001.* The airport operator must maintain the certifications provided under paragraph (n) of this section.
- 4) *Protection of records – all investigations.* The records required by this section must be maintained in a manner that is acceptable to TSA and in a manner that protects the confidentiality of the individual.
- 5) *Duration – all investigations.* The records identified in this section with regard to an individual must be maintained until 180 days after the termination of the individual's unescorted access authority. When files are no longer maintained, the criminal record must be destroyed.

L. Continuing responsibilities. (1) Each individual with unescorted access authority on December 6, 2001, who had a disqualifying criminal offense in paragraph (d) of this section on or after December 6, 1991, must by January 7, 2002, report the conviction to the airport operator surrender the SIDA access medium to the issuer.

1. Each individual with unescorted access authority that has a disqualifying criminal offense must report the offense to the airport operator and surrender the SIDA access medium to the issuer within 24 hours of the conviction or the finding of not guilty by reason of insanity.
2. If information becomes available to the airport operator or the airport user indicating that an individual with unescorted access authority has a disqualifying criminal offense, the airport operator must determine the status of the conviction. If a disqualifying offense is confirmed the airport operator must immediately revoke any unescorted access authority.

M. Exceptions. Notwithstanding the requirements of this section, an airport operator must authorize the following individuals to have unescorted access authority:

1. An employee of the federal, state, or local government (including a law enforcement officer) who, as a condition of employment, has been subjected to an employment investigation that includes a criminal records check.
2. Notwithstanding the requirements of this section, an airport operator may authorize the following individuals to have unescorted access authority.
 - i) An individual who has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, or aircraft operator, or contractor to such entity, provided the grant for his or her unescorted access authority was based upon a fingerprint-based CHRC through TSA or FAA.
 - ii) An individual who has been continuously employed by an aircraft operator or aircraft operator contractor, in a position with authority to perform screening functions, provided the grant for his or her authority to perform screening functions was based upon a fingerprint-based CHRC through TSA or FAA.

N. Certifications by aircraft operators. An airport is in compliance with its obligation under paragraph (b) or (c) of this section when the airport operator accepts, for each individual seeking unescorted access authority, certification from an aircraft operator subject to part 1544 of this chapter indicating it has complied with 1544.229 of this chapter for the aircraft operator's employees and contractors seeking unescorted access authority. If the airport operator accepts a certification from the aircraft operator, the airport operator may not require the aircraft operator to provide a copy of the CHRC.

O. Airport operator responsibility. The airport operator must—

APPENDIX 3 – AIRPORT SECURITY PROGRAM

1. Designate the ASC, in the security program, or a direct employee if the ASC is not a direct employee, to be responsible for maintaining, controlling, and destroying the criminal record files when their maintenance is no longer required by paragraph (k) of this section.
 2. Designate the ASC, in the security program, to serve as the contact to receive notification from the individuals applying for unescorted access authority of their intent to seek correction of their FBI criminal record.
 3. Audit the employment history investigations performed by the airport operator in accordance with this section and 14 CFR 107.31 in effect prior to November 14, 2001 (see 14 CFR Parts 60 through 139 revised as January 1, 2001), and those investigations conducted by the airport users who provided certification to the airport operator. The audit program must be set forth in the airport security program.
- P. Airport user responsibility.** (1) The airport user must report operator information, as it becomes available, that indicates if unescorted access authority may have disqualifying criminal offense.
1. The airport user must maintain and control, in compliance with paragraph (k) of this section, the employment history investigation files for investigations conducted before December 6, 2001, unless the airport operator decides to maintain and control the employment history investigation file.
 2. The airport user must provide the airport operator with either the name or title of the individual acting as custodian of the files described in this paragraph (p), the address of the location where the files are maintained, and the phone number of that location. The airport user must provide the airport operator and TSA with access to these files.

APPENDIX 3 – AIRPORT SECURITY PROGRAM**SECTION S-2**
SECURITY BADGING REQUIREMENTS

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

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

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

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

WARNING:

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

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

AIRPORT OPERATIONS MANAGER

APPENDIX 3 – AIRPORT SECURITY PROGRAM
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SECTION S-4

St. Petersburg-Clearwater International Airport
Operations Department

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

Open:	Monday-Friday	8:00AM – 12:00 noon 1:00PM – 5:00PM (Closed 12:00 noon – 1:00PM)
Closed:	Weekdays from 12 noon to 1:00PM Saturdays and Sundays Pinellas County Holidays	
Location:	Terminal – Upper Level Suite 235	
Telephone:	727-453-7816	
Fax:	727-453-7848	

Rates & Fees:

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

APPENDIX 3 – AIRPORT SECURITY PROGRAM
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SECTION S-5**St. Petersburg-Clearwater International Airport Operations Department****ACCEPTABLE DOCUMENTS LIST****FOR INDIVIDUAL IDENTIFICATION PURPOSES PRIOR TO OBTAINING AN AIRPORT-ISSUED SECURITY BADGE**

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

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

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

APPENDIX 3 – AIRPORT SECURITY PROGRAM**SECTION S-6****SIDA & AOA CLASS SCHEDULES****EFFECTIVE May 1, 2005****Tuesday 3:15 P.M.****Thursday 9:15 A.M.**

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

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

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

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

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

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

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

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

Office Location: Terminal - Upper Level: Suite 235

APPENDIX 6 – REPORTS

SECTION S-7

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

***This completed application should be turned in at the time of employees' fingerprinting appointment.**

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

NAME: _____
 BADGE #: _____

FOR AIRPORT USE ONLY:

Activation Date: _____

Badge Number: _____
 (Issued by the Airport Authority)

Expiration Date: _____

Driving Required: Y/N Customs Clearance: Y/N (Circle One)
 *Customs Authorization Form 3078 Required

Non-Movement ☐ and/or Movement ☐

***Employees should complete all information in areas printed in BLUE INK.

PERSONAL INFORMATION:

Employer: _____ Position: _____

First Name: _____ MI: _____ Last Name: _____

Alias or Nicknames: _____ Social Security: _____

Home Address: _____

Home Telephone: _____

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

Driver License #: _____ State of Issue: _____

APPENDIX 6 – REPORTS

SECTION S-7

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

*This completed application should be turned in at the time of employees' fingerprinting appointment.

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

EMERGENCY INFORMATION:

Supervisor: _____ Telephone #: _____

Emergency Contact Name: _____

Relationship: _____

Emergency Address: _____

Emergency Telephone: _____

FOR AIRPORT USE ONLY: (FINGERPRINT RECORD)

Date Fingerprints Captured: _____ ☐ Electronic ☐ Inked

Date Fingerprint Results Received: _____

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

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

___ **Passenger Service:** Access Gate 8 and Baggage Area

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

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

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

APPENDIX 6 – REPORTS

SECTION S-7

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

***This completed application should be turned in at the time of employees' fingerprinting appointment.**

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

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

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

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

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

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

Employer Approval: _____ Date: _____

Airport Verified: _____ Date: _____

FOR AIRPORT USE ONLY:

(TRAINING RECORD):

FAR 1542 Training Date/Trainer Initials: _____

AOA Driver Training Date/Trainer Initials: _____

Non-Movement ☐ and/or Movement ☐ (Check those which apply)

Recurrent Training Completed: _____ Badge Renewed: _____

COMMENTS: _____

**Keypad Number
(PIN CODE):**

APPENDIX 6 – REPORTS**SECTION S-8****BADGE CLASS DATA FORM****ST. PETERSBURG – CLEARWATER INTERNATIONAL AIRPORT**

Employee Name _____ Badge Number _____

Company _____ Driving Required

Birth Date _____ MOVE NON NO

Address _____

Telephone Number (____) _____

Driver License Number _____ State _____

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

Employee's Signature_____
Date

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

Employee's Signature_____
Date

Revised 8/17/04

APPENDIX 6 – REPORTS**SECTION S-9****FINGERPRINT APPLICATION FOR OBTAINING UNESCORTED ACCESS AT THE
ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT**

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

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

APPENDIX 6 – REPORTS

SECTION S-9

Fingerprint Application

Page 2

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

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

APPENDIX 6 – REPORTS

SECTION S-9

Fingerprint Application
Page 3

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

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

Sign

Date

FOR AIRPORT USE ONLY

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

Government Issued ID (ex: driver license): _____

2nd Form of Identification: _____

INITIALS: _____ DATE: _____

APPENDIX 6 – REPORTS**FAA GENERAL PROVISIONS**

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

http://www.airweb.faa.gov/Regulatory_and_Guidance_Library/rgAdvisoryCircular.nsf/0/E1620BA67FBAAD2B86257384005FA438?OpenDocument&Highlight=150/5370

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



Staff Report

File #: 17-1196A, **Version:** 1

Agenda Date: 1/9/2018

Subject:

Award of bid to five (5) contractors for requirements of Job Order Contracting Facility Maintenance, Repair and Minor Construction.

Recommended Action:

Reject the bid from Commercial Interiors Inc. for Job Order Contracting (JOC) Facility Maintenance, Repair and Minor Construction on the basis of being non-responsive for not meeting prequalification requirements.

Award of bid to five (5) contractors for JOC Facility Maintenance, Repair and Minor Construction.

1. Caladesi Construction Co.
2. G.E.C. Associates, Inc.
3. Gibraltar Construction Company, Inc.
4. J.O. DeLotto & Sons, Inc.
5. New Vista Builders Group, LLC

Contract No. 167-0421-CP(DF); in the amount of \$4,000,000 each for a sixty (60) month term total of \$20,000,000 on the basis of being the lowest responsive, responsible bids received meeting specifications. Chairman to sign and Clerk of the Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

This contract provides JOC services for facility maintenance, repair and minor construction under the contract administration of the Real Estate Management Department.

Three (3) of the five (5) contractors recommended for award participate in the current JOC contract. Adjustment factors for this award recommendation were compared to existing contract adjustment factors. Adjustment Factors are less for the new contract resulting in 1%-4% lower pricing for the County as compared to the current contract.

Adjustment factors are calculated annually per the Construction Indices published in the Engineering News Record and are updated by The Gordian Group, the consulting administrator of this contract.

Background Information:

Since July 2007, JOC has been utilized by the County as a construction delivery system providing the County multiple contractors offering structured pricing for minor construction repair and

maintenance projects usually not exceeding \$500,000.

JOC contractors bid an adjustment factor against a firm fixed price construction catalog, developed specifically for the County by The Gordian Group. When a project is required, pricing is derived from the construction catalog and is multiplied by the adjustment factor provided by each firm through the competitive bid process. JOC provides the County an expedited delivery method by reducing construction administration and the procurement cycle.

Fiscal Impact:

Total expenditure not to exceed: \$20,000,000.

Funding for projects is derived from departmental Capital Improvement Program and/or operating budgets.

Staff Member Responsible:

Andrew W. Pupke, Director, Real Estate Management
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement(s)
Bid Tabulation

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the price proposal under the Pinellas County Job Order Contracting contract with Caladesi Construction Company in the amount of \$226,916.87 for Public Restroom Renovations.

Date: April 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a price proposal from Caladesi Construction Company, utilizing the pricing established in the Pinellas County Job Order Contracting (JOC) program, to renovate the restrooms at Hurley Park, Paradise Grille Concessions, and Upham Beach Concessions. The scope of work for this approval includes refinishing the floors, fixtures, walls, doorways, lighting and accessories in each of the three restrooms. Utilizing the County's JOC program, which allows cooperative purchasing, allows the City to expedite projects by reducing the construction administration and procurement timelines.

Funding: CIP – Public Restroom Renovations
301-8000-590-0026

Requested Motion: “I move to approve the price proposal under the Pinellas County Job Order Contracting contract with Caladesi Construction Company in the amount of \$226,916.87 for Public Restroom Renovations.”

Attachment: Price Proposal from Caladesi Construction Co.

Reviewed by the City Manager: 



Contractor's Price Proposal Summary - CSI

Print Date:	April 20, 2020
Contract Number:	167-0421-CP(DF) (Co-op)
Work Order Number:	078170.00
Work Order Title:	Bathroom Renovations
Contractor:	Caladesi Construction Company
Proposal Value:	\$65,069.24
Proposal Name:	Bathroom Renovations (Hurley)
Subtotal for Section-01:	\$22,330.30
Subtotal for Section-02:	\$4,650.60
Subtotal for Section-03:	\$6,794.75
Subtotal for Section-08:	\$7,366.42
Subtotal for Section-09:	\$6,330.46
Subtotal for Section-10:	\$9,772.72
Subtotal for Section-11:	\$1,774.67
Subtotal for Section-22:	\$4,347.98
Subtotal for Section-23:	\$171.55
Subtotal for Section-26:	\$1,529.79
Proposal Total	\$65,069.24

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Contractor's Price Proposal Detail - CSI

Print Date: April 20, 2020
Contract Number: 167-0421-CP(DF) (Co-op)
Work Order Number 078170.00
Work Order Title: Bathroom Renovations
Contractor: Caladesi Construction Company
Proposal Value: \$65,069.24
Proposal Name: Bathroom Renovations (Hurley)

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 16 00-0002	EA		Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,827.60
			Quantity	Unit Price	Factor
			3,827.60 x	\$1.00 x	1.0000 =
					Total
					\$3,827.60
					GORDIAN FEE
2	01 22 20 00-0005	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,638.16
			Quantity	Unit Price	Factor
			120.00 x	\$33.30 x	1.1607 =
					Total
					\$4,638.16
					Foreman
3	01 MO D0 00-0004 0004	HR		For Foreman, Add	\$232.60
			Quantity	Unit Price	Factor
			120.00 x	\$1.67 x	1.1607 =
					Total
					\$232.60
4	01 22 20 00-0009	HR		ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,705.76
			Quantity	Unit Price	Factor
			40.00 x	\$36.74 x	1.1607 =
					Total
					\$1,705.76
5	01 22 20 00-0014	HR		LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$7,638.10
			Quantity	Unit Price	Factor
			260.00 x	\$25.31 x	1.1607 =
					Total
					\$7,638.10
					Increase for demo of tile for walls
6	01 22 20 00-0018	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,517.73
			Quantity	Unit Price	Factor
			40.00 x	\$32.69 x	1.1607 =
					Total
					\$1,517.73
7	01 22 20 00-0023	HR		PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,577.16
			Quantity	Unit Price	Factor
			40.00 x	\$33.97 x	1.1607 =
					Total
					\$1,577.16
8	01 52 19 00-0003	MO		Portable Toilets, Chemical	\$93.13
			Quantity	Unit Price	Factor
			1.00 x	\$80.24 x	1.1607 =
					Total
					\$93.13

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
9	01 52 19 00-0004	WK		ADA Portable Toilets, Chemical	\$111.08
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$31.90 x	1.1607 =
					Total \$111.08
10	01 52 19 00-0006	WK		Two Station Portable Handwash	\$104.53
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$30.02 x	1.1607 =
					Total \$104.53
11	01 56 26 00-0005	LF		Temporary 6' High Chain Link Fence And Posts, Up To 6 Months	\$884.45
			Quantity	Unit Price	Factor
		Installation	200.00 x	\$3.81 x	1.1607 =
					Total \$884.45
Subtotal for Section-01:					\$22,330.30
Section-02					
12	02 41 13 13-0036	SF		>6" To 8" By Hand, Break-up And Remove Bituminous Paving	\$1,016.77
			Quantity	Unit Price	Factor
		Installation	400.00 x	\$2.19 x	1.1607 =
					Total \$1,016.77
13	02 41 19 13-0270	SF		8" Thick Reinforced Concrete Wall Cutouts, <24 SF	\$1,165.02
			Quantity	Unit Price	Factor
		Installation	46.00 x	\$21.82 x	1.1607 =
					Total \$1,165.02
14	02 41 19 16-0010	SF		Scarify Concrete Floor	\$31.34
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$0.09 x	1.1607 =
					Total \$31.34
15	02 83 19 13-0128	SF		Demolish Ceramic Tile Block, Lead Contaminated Material	\$2,437.47
			Quantity	Unit Price	Factor
		Installation	1,000.00 x	\$2.10 x	1.1607 =
					Total \$2,437.47
Subtotal for Section-02:					\$4,650.60
Section-03					
16	03 01 30 51-0002	SF		Concrete Floors, Abrasive Shot Blasting	\$442.23
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$1.27 x	1.1607 =
					Total \$442.23
17	03 01 30 51-0003	SF		Concrete Walls, Abrasive Shot Blasting	\$2,066.05
			Quantity	Unit Price	Factor
		Installation	1,000.00 x	\$1.78 x	1.1607 =
					Total \$2,066.05
18	03 01 30 71-0005	SF		1/8" To 1/4", Epoxy Cementitious Mortar Patch, Decks And Floors	\$4,286.47
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$12.31 x	1.1607 =
					Total \$4,286.47
19	03 35 43 00-0013	SF		Concrete Floor Polishing Final Clean Up	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$0.05 x	1.1607 =
					Total \$0.00
Subtotal for Section-03:					\$6,794.75
Section-08					
20	08 12 13 13-0043	EA		3'-6" x 6'-8" Through 7'-2" High, 5-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$236.43 x	1.1607 =
					Total \$0.00

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-08					
21	08 12 13 13-0107	EA		3' x 6'-8" Through 7'-2" High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$325.49 x	1.1607 =
					Total \$0.00
22	08 12 19 00-0003	EA		3' x 7', 14 Gauge, 4-3/4" To 6" Deep Frame, Type 304 Stainless Steel Single Door Frame	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$1,279.22 x	1.1607 =
					Total \$0.00
23	08 16 13 00-0013	EA		3' x 7', Standard Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)	\$7,253.81
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$2,062.81 x	1.1607 =
		Demolition	3.00 x	\$20.36 x	1.1607 =
					Total \$7,182.91
					\$70.90
24	08 16 13 00-0016	PR		Pair 3' x 7', Standard Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$3,769.61 x	1.1607 =
					Total \$0.00
25	08 38 19 00-0410	EA		Pull Handle For Impact Traffic Doors	\$112.61
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$40.03 x	1.1607 =
		Demolition	2.00 x	\$8.48 x	1.1607 =
					Total \$92.93
					\$19.69
Subtotal for Section-08:					\$7,366.42
Section-09					
26	09 01 60 91-0002	CSF		Grinding, Polishing And Sealing Existing Terrazzo	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$108.79 x	1.1607 =
					Total \$0.00
27	09 24 23 00-0004	SF		Two Coat Troweled Stucco, Scratch/FinishExcludes lath and felt. Interior or exterior, one side.	\$3,180.32
			Quantity	Unit Price	Factor
		Installation	1,000.00 x	\$2.28 x	1.1607 =
		Demolition	1,000.00 x	\$0.46 x	1.1607 =
					Total \$2,646.40
					\$533.92
28	09 91 13 00-0026	SF		Paint Exterior Concrete Block Walls, 2 Coats Epoxy Paint, Brush Work	\$1,490.34
			Quantity	Unit Price	Factor
		Installation	1,200.00 x	\$1.07 x	1.1607 =
					Total \$1,490.34
29	09 91 23 00-0032	SF		Paint Interior Concrete Block Walls, 2 Coats Epoxy Paint, Brush Work	\$1,493.82
			Quantity	Unit Price	Factor
		Installation	1,100.00 x	\$1.17 x	1.1607 =
					Total \$1,493.82
30	09 MO D0 00-0286 0286	SF		For >250 To 500, Add	\$165.98
			Quantity	Unit Price	Factor
		Installation	1,100.00 x	\$0.13 x	1.1607 =
					Total \$165.98
Subtotal for Section-09:					\$6,330.46
Section-10					

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-10					
31	10 21 13 19-0004	EA		36" x 60", Overhead Braced, Recycled Solid Plastic (HDPE), One Compartment Corner Unit, Complete Toilet Partition	\$3,800.96
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$1,044.91 x	1.1607 =
		Demolition	3.00 x	\$46.66 x	1.1607 =
32	10 21 13 19-0009	EA		60" x 60", Floor And Ceiling Anchored, Recycled Solid Plastic (HDPE), One Compartment Corner Unit, Complete ADA Compliant Toilet Partition	\$2,376.64
			Quantity	Unit Price	Factor
		Installation	1.50 x	\$1,306.52 x	1.1607 =
		Demolition	1.50 x	\$58.54 x	1.1607 =
33	10 28 13 13-0024	EA		Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)	\$252.99
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$46.86 x	1.1607 =
		Demolition	4.00 x	\$7.63 x	1.1607 =
34	10 28 13 13-0025	EA		Two Jumbo Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Georgia Pacific 58250)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$72.42 x	1.1607 =
35	10 28 13 13-0051	EA		40 Fluid Ounce, Surface Mounted, Translucent Plastic Soap Dispenser (Bobrick Classic B-42)	\$127.72
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$47.39 x	1.1607 =
		Demolition	2.00 x	\$7.63 x	1.1607 =
36	10 28 13 13-0053	EA		40 Fluid Ounce, Surface Mounted, Stainless Steel Soap Dispenser (Bobrick Contura B-4112)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$88.41 x	1.1607 =
37	10 28 13 13-0109	EA		Surface Mounted, Stainless Steel Sanitary Napkin/Tampon Disposal (Bobrick Contura B-270)	\$213.14
			Quantity	Unit Price	Factor
		Installation	3.00 x	\$52.74 x	1.1607 =
		Demolition	3.00 x	\$8.47 x	1.1607 =
38	10 28 13 13-0121	EA		36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)	\$196.16
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$77.72 x	1.1607 =
		Demolition	2.00 x	\$6.78 x	1.1607 =
39	10 28 13 13-0132	EA		36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)	\$207.09
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$82.43 x	1.1607 =
		Demolition	2.00 x	\$6.78 x	1.1607 =
40	10 28 13 13-0162	EA		Horizontal, Wall-Mounted, Polypropylene Baby Changing Station (Bobrick Koala Care KB200-00)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$299.54 x	1.1607 =

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-10					
41	10 28 13 13-0241	EA		Surface Mounted, Automatic Sensor, Brushed Finish, Stainless Steel Cover, Hand Dryer With HEPA Filtration System (Excel XLERATOR® XL-SBH)	\$2,059.52
			Quantity	Unit Price	Factor
	Installation	2.00	x	\$877.90	x
	Demolition	2.00	x	\$9.29	x
					Total
					\$2,037.96
					\$21.57
42	10 28 13 13-0324	EA		16" x 30", Surface Mounted, Fixed-Position Tilt, Stainless Steel Frame Glass Mirror (Bobrick B-293 1630)	\$538.50
			Quantity	Unit Price	Factor
	Installation	2.00	x	\$223.50	x
	Demolition	2.00	x	\$8.47	x
					Total
					\$518.83
					\$19.66
Subtotal for Section-10:					\$9,772.72
Section-11					
43	11 13 26 00-0004	EA		Dock Guide Light For Truck Backing	\$252.85
			Quantity	Unit Price	Factor
	Installation	2.00	x	\$86.63	x
	Demolition	2.00	x	\$22.29	x
					Total
					\$201.10
					\$51.74
44	11 13 26 00-0011	EA		60" Long, Dual Arm Loading Dock Light, 300W Incandescent	\$1,521.82
			Quantity	Unit Price	Factor
	Installation	4.00	x	\$290.62	x
	Demolition	4.00	x	\$37.16	x
					Total
					\$1,349.29
					\$172.53
45	11 13 26 00-0015	EA		60" Long, Dual Arm Loading Dock Light, 100W Metal Halide	\$0.00
			Quantity	Unit Price	Factor
	Installation	0.00	x	\$440.01	x
					Total
					\$0.00
46	11 13 26 00-0019	EA		60" Long, Dual Arm Loading Dock Light, 500W Quartz Halogen	\$0.00
			Quantity	Unit Price	Factor
	Installation	0.00	x	\$244.10	x
					Total
					\$0.00
Subtotal for Section-11:					\$1,774.67
Section-22					
47	22 01 40 81-0002	EA		3/8" To 1/2" Compression Shut-off Valve Replacement With 15" Polybutylene Supply Tube	\$107.62
			Quantity	Unit Price	Factor
	Installation	4.00	x	\$23.18	x
					Total
					\$107.62
48	22 01 40 81-0005	EA		Single Bowl Sink/Lavatory Drain Line Replacement	\$37.49
			Quantity	Unit Price	Factor
	Installation	2.00	x	\$16.15	x
					Total
					\$37.49
49	22 42 13 13-0011	EA		2 Piece Tank Type, Pressure Assisted, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Glenwall™)	\$1,480.40
			Quantity	Unit Price	Factor
	Installation	2.00	x	\$596.90	x
	Demolition	2.00	x	\$40.82	x
					Total
					\$1,385.64
					\$94.76
50	22 42 13 13-0034	EA		Vertical Adjustable On Stack, No-Hub, Single Water Closet Carrier	\$0.00
			Quantity	Unit Price	Factor
	Installation	0.00	x	\$654.63	x
					Total
					\$0.00

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-22					
51	22 42 13 13-0051	EA		Removal And Reinstallation Of Wall Hung Water Closet With Flush Valve	\$681.47
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$146.78 x	1.1607 =
					Total \$681.47
52	22 42 13 16-0006	EA		Blowout, Wall Hung, Vitreous China Urinal (American Standard Lynbrook™)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$365.53 x	1.1607 =
					Total \$0.00
53	22 42 13 16-0031	EA		Removal And Reinstallation Of Wall Hung Urinal With Flush Valve	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$145.29 x	1.1607 =
					Total \$0.00
54	22 42 16 13-0005	EA		22" x 19" Porcelain Enameled Cast Iron Wall Hung Lavatory (Kohler® Hampton™)	\$983.83
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$402.44 x	1.1607 =
		Demolition	2.00 x	\$21.37 x	1.1607 =
					Total \$934.22
					\$49.61
55	22 42 43 00-0004	EA		Exposed Manual Water Closet Flush Valve (Sloan Regal-110 Or 111)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$179.85 x	1.1607 =
					Total \$0.00
56	22 42 43 00-0021	EA		Exposed Manual Urinal Flush Valve, 1-1/4" Top Spud (Sloan Regal 180)1.0, 1.5 or 3.5 GPF.	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$154.83 x	1.1607 =
					Total \$0.00
57	22 42 43 00-0024	EA		Exposed Infrared Urinal Flush Valve (Sloan Royal 186-ES-S)1.0 or 1.5 GPF.	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$444.53 x	1.1607 =
					Total \$0.00
58	22 42 43 00-0024	EA		Exposed Infrared Urinal Flush Valve (Sloan Royal 186-ES-S)1.0 or 1.5 GPF.	\$1,057.17
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$444.53 x	1.1607 =
		Demolition	2.00 x	\$10.87 x	1.1607 =
					Total \$1,031.93
					\$25.23
Subtotal for Section-22:					\$4,347.98
Section-23					
59	23 34 16 00-0247	EA		50 CFM, Ceiling/Wall Mounted, Polymeric Intake Grille, Light Duty Exhaust Fan (Broan® 670)	\$171.55
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$59.04 x	1.1607 =
		Demolition	2.00 x	\$14.86 x	1.1607 =
					Total \$137.06
					\$34.50
Subtotal for Section-23:					\$171.55
Section-26					
60	26 01 50 51-0118	EA		Recycle 4' Length Linear Fluorescent Lamps	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$0.51 x	1.1607 =
					Total \$0.00
61	26 01 50 52-0454	EA		2,600 Lumens, 1' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (Raffino™ LR14-2700L)	\$856.27
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$184.43 x	1.1607 =
					Total \$856.27

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-26					
62	26 01 50 52-0466	EA		4,000 Lumens, 2' x 2', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (Orion LDRE1B1UNVFDSX84022MST) (DLC Certified)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$124.74 x	1.1607 =
					Total \$0.00
63	26 01 50 52-0469	EA		6,000 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (Orion LDRE1F1UNVFDSX84024MST) (DLC Certified)	\$0.00
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$167.33 x	1.1607 =
					Total \$0.00
64	26 05 33 16-0111	EA		1-1/2" Deep, 4" x 2" Steel Handy Box	\$70.15
			Quantity	Unit Price	Factor
		Installation	4.00 x	\$10.49 x	1.1607 =
					Total \$48.70
		Demolition	4.00 x	\$4.62 x	1.1607 =
					\$21.45
65	26 09 23 00-0218	EA		Ultrasonic, Wall Switch Mounted Occupancy Sensor (Watt Stopper UW-100)	\$223.64
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$92.63 x	1.1607 =
					Total \$215.03
		Demolition	2.00 x	\$3.71 x	1.1607 =
					\$8.61
66	26 24 16 00-0403	EA		2 Pole GFI, 120/240 Volt, 15-50 Amp, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity	\$301.99
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$118.24 x	1.1607 =
					Total \$274.48
		Demolition	2.00 x	\$11.85 x	1.1607 =
					\$27.51
67	26 27 26 00-0043	EA		30 Amp, Dryer Receptacle, 230 Volt	\$77.74
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$26.08 x	1.1607 =
					Total \$60.54
		Demolition	2.00 x	\$7.41 x	1.1607 =
					\$17.20
Subtotal for Section-26:					\$1,529.79
Proposal Total					\$65,069.24

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Subcontractor Listing

Date Printed: 4/20/2020
Work Order Number: 078170.00
Work Order Title: Bathroom Renovations
Amount: \$226,916.87

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Name: _____
 Title: _____
 Firm or Corporate Name: Caladesi Construction Company
 Address: 1390 Donegan Road, , Largo FL 33771
 Telephone Number: (727) 585-9945
 Signature: _____ Date: _____



Contractor's Price Proposal Summary - CSI

Print Date:	April 20, 2020
Contract Number:	167904219 CR DFR) 9 pF
Work Order Number:	078170.00
Work Order Title:	y orBr)) c h ds) Rbr) se
Contractor:	- oloadei -) serrt uri) s -) c posm
Proposal Value:	\$68,102.85
Proposal Name:	y orBr)) c h ds) Rbr) se RCoroaiiedF
Subtotal for Section-01:	\$22,30. 43
Subtotal for Section-02:	\$5,13247
Subtotal for Section-08:	\$7,8. 1435
Subtotal for Section-0. :	\$5,95. 45
Subtotal for Section-09:	\$3,7. 6458
Subtotal for Section-10:	\$12,395402
Subtotal for Section-11:	\$1,665476
Subtotal for Section-22:	\$, ,813407
Subtotal for Section-28:	\$16143
Subtotal for Section-27:	\$1,37. 476
Proposal Total	\$7. ,1024 8

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et T9) role osa rBd pr) p) eol r) rol ie at d r) r) t saib) HBd lisd r) role osa et T9) role.



Contractor's Price Proposal Detail - CSI

Print Date: April 20, 2020
Contract Number: 167904219- CR DFR) 9 pF
Work Order Number 078170.00
Work Order Title: y orBr)) c h ds) Rbr) se
Contractor: - oloadei -) serrt uri) s -) c posm
Proposal Value: \$68,102.85
Proposal Name: y orBr)) c h ds) Rbr) se RCoroaidF

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 16 0090002	3A		h dic Tt reoTld Ddkeh dic Tt reoTld Ddde f ill Td poia n) rBd u) smrou) r H) r dlibiTld u) ere. vBd Toed u) en) HBd h dic Tt reoTld Ddd ie \$1.00. SednrBd oppr) priord l t osrim) oad enrBd Toed u) enr) rBd out ol h dic Tt reoTld Ddd Rl.b. l t osrim) H 12j = \$12j .00 h dic Tt reoTld DddF. StBdrd ord c t lripld h dic Tt reoTld Ddde, lien douB) sd edporordlmosa oaa o u) c c dsnis rBd "s) rd" Tl) uk n) iadsnirBd h dic Tt reoTld Ddd Rl.b. eiadf olk ul) et rd, r) oa ut n) Rbr) t e pdrc ire, dxrdsada f orrosrd, dxdpdaia eBippisb u) ere, dru.F. A u) pm) HdouB rdudipneBoll Td et Tc inda f irB rBd Criud Cr) p) eol.	\$4,006.0j
				Ut osrim Serollori) s QGh (SAO D33	EsinCriud \$1.00 x
				Dour) r 1.0000 =	v) rol \$4,006.0j
2	01 22 20 009000j	@h		- orpdsrdrD) r roeke s) nisult ada is rBd -) serrt uri) s voek - orol) bN osa oe airdurda Tm) f sdr) slm	\$4,658.16
				Ut osrim Serollori) s D) rdc os	EsinCriud \$55.50 x
				Dour) r 1.1607 =	v) rol \$4,658.16
3	01 MG (0 0090004 0004	@h		D) r D) rdc os, Aaa	\$252.60
				Ut osrim Serollori) s	EsinCriud \$1.67 x
				Dour) r 1.1607 =	v) rol \$252.60
4	01 22 20 009000w	@h		3lduruiosD) r roeke s) nisult ada is rBd -) serrt uri) s voek - orol) bN osa oe airdurda Tm) f sdr) slm	\$1,70j .76
				Ut osrim Serollori) s	EsinCriud \$56.74 x
				Dour) r 1.1607 =	v) rol \$1,70j .76
5	01 22 20 0090014	@h		LoT) rdrD) r roeke s) nisult ada is rBd -) serrt uri) s voek - orol) bN osa oe airdurda Tm) f sdr) slm	\$7,658.10
				Ut osrim Serollori) s	EsinCriud \$2j .51 x
				Dour) r 1.1607 =	v) rol \$7,658.10
6	01 22 20 0090018	@h		Coisrdr, Graisornd) r roeke s) nisult ada is rBd -) serrt uri) s voek - orol) bN osa oe airdurda Tm) f sdr) slm	\$1j 17.75
				Ut osrim Serollori) s	EsinCriud \$52.6w x
				Dour) r 1.1607 =	v) rol \$1j 17.75
7	01 22 20 0090025	@h		Clc c TdrD) r roeke s) nisult ada is rBd -) serrt uri) s voek - orol) bN osa oe airdurda Tm) f sdr) slm	\$1j 77.16
				Ut osrim Serollori) s	EsinCriud \$55.w7 x
				Dour) r 1.1607 =	v) rol \$1j 77.16
8	01 j 2 1w0090005	MG		C) rroTld v) ldre, - Bdc iuol	\$w5.15
				Ut osrim Serollori) s	EsinCriud \$80.24 x
				Dour) r 1.1607 =	v) rol \$w5.15

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
9	01 j 2 1w0090004	WK		A(A C) r r Tld v) ildre, - Bdc iuol	\$111.08
				Ut os rnm	
		Serollori) s	5.00 x	EsinCriud \$51.00 x	Dour) r 1.1607 = v) rol \$111.08
10	01 j 2 1w0090006	WK		vf) / r rri) s C) r r Tld @osaf oeB	\$104.j 5
				Ut os rnm	
		Serollori) s	5.00 x	EsinCriud \$50.02 x	Dour) r 1.1607 = v) rol \$104.j 5
11	01 j 6 26 009000j	LD		vdc p) rorm6' @ibB - Bois Lisk Ddsud Asa C) ere, Ep v) 6 M) srBe	\$884.4j
				Ut os rnm	
		Serollori) s	200.00 x	EsinCriud \$5.81 x	Dour) r 1.1607 = v) rol \$884.4j
Subtotal for Section-01:					\$22,30. 463
Section-02					
12	02 41 15 1590056	/ D		>6" v) 8" y m@osa, yrdok p Asa h dc) Rd yirt c is) t e CoRsb	\$762.j 8
				Ut os rnm	
		Serollori) s	500.00 x	EsinCriud \$2.1w x	Dour) r 1.1607 = v) rol \$762.j 8
13	02 41 1w1590270	/ D		8" vBiuk h disHruda -) surdrd Woll - t r) t re, <24 / D	\$1,16j .02
				Ut os rnm	
		Serollori) s	46.00 x	EsinCriud \$21.82 x	Dour) r 1.1607 = v) rol \$1,16j .02
14	02 41 1w1690010	/ D		/ uorih-) surdrd Dl)) r	\$51.54
				Ut os rnm	
		Serollori) s	500.00 x	EsinCriud \$0.0w x	Dour) r 1.1607 = v) rol \$51.54
15	02 85 1w1590128	/ D		(dc) lieB - droc iu vild y l) uk, Ldoa -) smoc isorda Mordriol	\$2,1w5.72
				Ut os rnm	
		Serollori) s	w00.00 x	EsinCriud \$2.10 x	Dour) r 1.1607 = v) rol \$2,1w5.72
Subtotal for Section-02:					\$5,13247
Section-08					
16	05 01 50 j 190002	/ D		-) surdrd Dl)) re, ATroeiRd / B) ny loerisb	\$442.25
				Ut os rnm	
		Serollori) s	500.00 x	EsinCriud \$1.27 x	Dour) r 1.1607 = v) rol \$442.25
17	05 01 50 j 190005	/ D		-) surdrd Woll, ATroeiRd / B) ny loerisb	\$1,6j 2.84
				Ut os rnm	
		Serollori) s	800.00 x	EsinCriud \$1.78 x	Dour) r 1.1607 = v) rol \$1,6j 2.84
18	05 01 50 719000j	/ D		1g" v) 1g", 3p) xm- dc dsrri) t e M) r r r CoruB, (duke Asa Dl)) re	\$4,286.47
				Ut os rnm	
		Serollori) s	500.00 x	EsinCriud \$12.51 x	Dour) r 1.1607 = v) rol \$4,286.47
19	05 5j 45 0090015	/ D		-) surdrd Dl)) r C) lieBisb Disol - Idos Ep	\$0.00
				Ut os rnm	
		Serollori) s	0.00 x	EsinCriud \$0.0j x	Dour) r 1.1607 = v) rol \$0.00
Subtotal for Section-08:					\$7,8. 1485
Section-0.					
20	08 12 15 1590045	3A		5'6" x 6'6" vBr) t bB 7'6" @ibB, j 5g" (ddp, 16 Qot bd, Ks) uk () f s @) ll) f	\$0.00
				Mdrol ()) r Droc d	
				Ut os rnm	
		Serollori) s	0.00 x	EsinCriud \$256.45 x	Dour) r 1.1607 = v) rol \$0.00

Record	Section - Item	Modifier	UOM	Description	Line Total
Section-0.					
21	08 12 15 1590107	3A		5' x 6'98" vBr) t bB 7'92" @ibB, 6976" vBr) t bB 8954" (ddp, 16 Qot bd, Ks) uk () f s ®) ll) f Mdrol ()) r Droc d	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				0.00 x	\$52j .4w x
				1.1607 =	\$0.00
22	08 12 1w0090005	3A		5' x 7', 14 Qot bd, 4954" v) 6" (ddp Droc d, vmpd 504 / roisdee / rddl / isbld ()) r Droc d	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				0.00 x	\$1,27w.22 x
				1.1607 =	\$0.00
23	08 16 15 0090015	3A		5' x 7', / rosaora -) rr) ei) s h deierosnDiTdrbloee h disH)ruda C) Intdrtr FDh CF()) r Asa Droc d P Bdc 9Crt HF	\$4,85j .87
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				2.00 x	\$2,062.81 x
				1.1607 =	\$4,788.61
				(dc) lin) s	
				2.00 x	\$20.56 x
				1.1607 =	\$47.26
24	08 16 15 0090016	Ch		Coir 5' x 7', / rosaora -) rr) ei) s h deierosnDiTdrbloee h disH)ruda C) Intdrtr FDh CF ()) r Asa Droc d P Bdc 9Crt HF	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				0.00 x	\$5,76w.61 x
				1.1607 =	\$0.00
25	08 58 1w0090410	3A		Ct ll @osald D) r \$ pounvroHtu ()) re	\$112.61
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				2.00 x	\$40.05 x
				1.1607 =	\$w2.w5
				(dc) lin) s	
				2.00 x	\$8.48 x
				1.1607 =	\$1w.6w
Subtotal for Section-0. :					\$5,95. 45.
Section-09					
26	0w01 60 w190002	- / D		Qrisaisb, C) lieBisb Asa / dolisb 3xierisb vdrroz)	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				0.00 x	\$108.7w x
				1.1607 =	\$0.00
27	0w24 25 0090004	/ D		vf) -) onvr) f dlda / rt uu) , / uronBdisieB3 xult ade lorB osa Hlin Sndri) r) r dxrdri) r,) sd eiad.	\$2,808.8w
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				w00.00 x	\$2.28 x
				1.1607 =	\$2,581.76
				(dc) lin) s	
				800.00 x	\$0.46 x
				1.1607 =	\$427.14
28	0ww1 15 0090026	/ D		Coisn3xrdri) r -) surdrd y l) uk Wolle, 2 -) ore 3p) xmCoisn y rt eBW) rk	\$1,4w0.54
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				1,200.00 x	\$1.07 x
				1.1607 =	\$1,4w0.54
29	0ww1 25 0090052	/ D		CoisnSrdri) r -) surdrd y l) uk Wolle, 2 -) ore 3p) xmCoisn y rt eBW) rk	\$1,222.22
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				w00.00 x	\$1.17 x
				1.1607 =	\$1,222.22
30	0wMG (0 0090286 0286	/ D		D) r >2j 0 v) j 00, Aaa	\$16j .w8
				Ut osrim	
				EsinCriud	
				Dour) r	
				v) rol	
				Serollori) s	
				1,100.00 x	\$0.15 x
				1.1607 =	\$16j .w8
Subtotal for Section-09:					\$3,7. 6458
Section-10					

Record	Section - Item	Modiufier	UOM	Description	Line Total			
Section-10								
31	10 21 15 1w0004	3A		56" x 60", GRDrBdo a y rouda, h dunulda /) lia Cloeriu R®(C3F, Gsd -) c porrc dsn -) rsdr Esin -) c pldrd v) ildnCorrii) s	\$5,800.w6			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	5.00	x	\$1,044.wl	x	1.1607 =	\$5,658.48
		(dc) liri) s	5.00	x	\$46.66	x	1.1607 =	\$162.47
32	10 21 15 1w000w	3A		60" x 60", DI)) r Asa - dilisb AsuB) rda, h dunulda /) lia Cloeriu R®(C3F, Gsd -) c porrc dsn-) rsdr Esin -) c pldrd A(A -) c pliosnv) ildnCorrii) s	\$5,168.8j			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	2.00	x	\$1,506.j 2	x	1.1607 =	\$5,052.w6
		(dc) liri) s	2.00	x	\$j 8.j 4	x	1.1607 =	\$15j .8w
33	10 28 15 1590024	3A		vf) h) II, / t rldud M) t srda, Aurnt) sirild y t roaisds / mirdsd FAY / FCloeriu v) ildn vieet d (iepdsedr Ry) Triuk y g 288F	\$2j 2.wv			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	4.00	x	\$46.86	x	1.1607 =	\$217.j 6
		(dc) liri) s	4.00	x	\$7.65	x	1.1607 =	\$5j .42
34	10 28 15 159002j	3A		vf) Jt c T) h) II, / t rldud M) t srda, Aurnt) sirild y t roaisds / mirdsd FAY / FCloeriu v) ildnvieet d (iepdsedr RQd) rbio Couitlu j 82j 0F	\$0.00			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	0.00	x	\$72.42	x	1.1607 =	\$0.00
35	10 28 15 15900j 1	3A		40 Dlt ia Gt sud, / t rldud M) t srda, vroselt udsnCloeriu /) op (iepdsedr Ry) Triuk - loeeiu y 942F	\$51w.51			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	j .00	x	\$47.5w	x	1.1607 =	\$27j .05
		(dc) liri) s	j .00	x	\$7.65	x	1.1607 =	\$44.28
36	10 28 15 15900j 5	3A		40 Dlt ia Gt sud, / t rldud M) t srda, / roisldde / rddl /) op (iepdsedr Ry) Triuk -) srt ro y 94112F	\$0.00			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	0.00	x	\$88.41	x	1.1607 =	\$0.00
37	10 28 15 159010w	3A		/ t rldud M) t srda, / roisldde / rddl / osinormOopkisgvoc p) s (iep) eol Ry) Triuk -) srt ro y 9270F	\$215.14			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	5.00	x	\$j 2.74	x	1.1607 =	\$185.6j
		(dc) liri) s	5.00	x	\$8.47	x	1.1607 =	\$2w.4w
38	10 28 15 1590121	3A		56" LdsbrB, 19lgt" (ioc drdr, / roisldde / rddl QroT y or Ry) Triuk y g 806x56F	\$1w6.16			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	2.00	x	\$77.72	x	1.1607 =	\$180.42
		(dc) liri) s	2.00	x	\$6.78	x	1.1607 =	\$1j .74
39	10 28 15 1590152	3A		56" LdsbrB, 19lgt" (ioc drdr, / roisldde / rddl QroT y or Ry) Triuk y 96806x56F	\$207.0w			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	2.00	x	\$82.45	x	1.1607 =	\$1w1.5j
		(dc) liri) s	2.00	x	\$6.78	x	1.1607 =	\$1j .74
40	10 28 15 1590162	3A		R) riz) srol, Woll9M) t srda, C) Impr) pntdsd y oTm- Bosbisb / rori) s Ry) Triuk K) olo - ord Ky 20090F	\$0.00			
				Ut osrim	EsinCriud	Dour) r	v) rol	
		Serollori) s	0.00	x	\$2wwj 4	x	1.1607 =	\$0.00

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-10					
41	10 28 15 1590241	3A		/ t rldud M) t snda, At r) c ori / dse) r, yrt eBda DisieB, / roisldce / rddl -) Rdr, @osa (rmdr WirB @3 CA Dilrri) s / nercd R3xudl XL3 h Av Gh N XL9 y @F	\$5,08w.28
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	5.00 x	\$877.w0 x	1.1607 =
		(dc) liri) s	5.00 x	\$w.2w x	1.1607 =
42	10 28 15 1590524	3A		16" x 50", / t rldud M) t snda, Dixda9C) ein) s viln / roisldce / rddl Droc d Qloee Mirr) r Ry) Triuk y 2w6 1650F	\$1,546.24
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	j .00 x	\$225.j 0 x	1.1607 =
		(dc) liri) s	j .00 x	\$8.47 x	1.1607 =
Subtotal for Section-10:					\$12,395402
Section-11					
43	11 15 26 0090004	3A		() uk Qt iad LibBnD) r vrt uk youkisb	\$2j 2.8j
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	2.00 x	\$86.65 x	1.1607 =
		(dc) liri) s	2.00 x	\$22.2w x	1.1607 =
44	11 15 26 0090011	3A		60" L) sb, (t ol Arc L) oaisb () uk LibBn 500W Suosadeudsn	\$1,j 21.82
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	4.00 x	\$2w0.62 x	1.1607 =
		(dc) liri) s	4.00 x	\$57.16 x	1.1607 =
45	11 15 26 009001j	3A		60" L) sb, (t ol Arc L) oaisb () uk LibBn 100W Mdröl @oliad	\$0.00
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	0.00 x	\$440.01 x	1.1607 =
46	11 15 26 009001w	3A		60" L) sb, (t ol Arc L) oaisb () uk LibBn j 00W Ut orrz @ol) bds	\$0.00
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	0.00 x	\$244.10 x	1.1607 =
Subtotal for Section-11:					\$1,665476
Section-22					
47	22 01 40 8190002	3A		5g" v) 1g" -) c prdee) s / Bt r9) H#VolRd h dploudc dsnWirB 1j " C) InTt mldsd / t pplmvt Td	\$154.j 5
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	j .00 x	\$25.18 x	1.1607 =
48	22 01 40 819000j	3A		/ isbld y) f l / iskg.oRn) rm(rois Lisd h dploudc dsn	\$w5.75
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	j .00 x	\$16.1j x	1.1607 =
49	22 42 15 1590011	3A		2 Cidud vosk vmpd, Crdeet rd Aeeierda, / ipB) s Jdn Woll M) t snda, Woll Gt rldn @osaiuop AuudeeiTld, 3l) sborda Vind) t e - Biso Wordr - l) edn fAc driuos / rosaora Qldsf oll™F	\$2,w60.81
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	4.00 x	\$j w6.w0 x	1.1607 =
		(dc) liri) s	4.00 x	\$40.82 x	1.1607 =
50	22 42 15 1590054	3A		Vdriuol Aad eroTld Gs / rouk, O) 90t T, / isbld Wordr - l) edn- orridr	\$0.00
			Ut osrim	EsinCriud	Dour) r
		Serollori) s	0.00 x	\$6j 4.65 x	1.1607 =

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-22					
51	22 42 15 15900j 1	3A		h dc) Rbl Asa h diserollori) s GHVoll @t sb Wordr - l) ednWirB Dlt eB VolRd	\$681.47
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$681.47
				4.00 x	\$146.78 x
				1.1607 =	
52	22 42 15 1690006	3A		y l) f) t n Woll @t sb, Virrd) t e - Biso Erisol FAC driuos / rosaora LnsTr)) k™F	\$w27.77
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$848.j 4
				2.00 x	\$56j .j 5 x
				1.1607 =	
				(dc) liri) s	\$7w.25
				2.00 x	\$54.15 x
				1.1607 =	
53	22 42 15 1690051	3A		h dc) Rbl Asa h diserollori) s GHVoll @t sb Erisol WirB Dlt eB VolRd	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$0.00
				0.00 x	\$14j .2w x
				1.1607 =	
54	22 42 16 159000j	3A		22" x 1w" C) rudlois 3soc dlda - oenS) s Woll @t sb LoRn) rmRK) BldrN @oc pr) s™F	\$2,4j wj 8
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$2,55j .j 6
				j .00 x	\$402.44 x
				1.1607 =	
				(dc) liri) s	\$124.02
				j .00 x	\$21.57 x
				1.1607 =	
55	22 42 45 0090004	3A		3xp) eda Most ol Wordr - l) ednDlt eB VolRd P l) os h dbol9110 Gr 111F	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$0.00
				0.00 x	\$17w.8j x
				1.1607 =	
56	22 42 45 0090021	3A		3xp) eda Most ol Erisol Dlt eB VolRd, 191gt" v) p / pt a P l) os h dbol 180Fl.0, 1.j) r 5.j QCD.	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$0.00
				0.00 x	\$1j 4.85 x
				1.1607 =	
57	22 42 45 0090024	3A		3xp) eda Shorda Erisol Dlt eB VolRd P l) os h) nol 18698/ 9 Fl.0) r 1.j QCD.	\$1,0j 7.17
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$1,051.w5
				2.00 x	\$444.j 5 x
				1.1607 =	
				(dc) liri) s	\$2j .25
				2.00 x	\$10.87 x
				1.1607 =	
58	22 42 45 0090024	3A		3xp) eda Shorda Erisol Dlt eB VolRd P l) os h) nol 18698/ 9 Fl.0) r 1.j QCD.	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$0.00
				0.00 x	\$444.j 5 x
				1.1607 =	
Subtotal for Section-22:					\$, 813407
Section-28					
59	25 54 16 0090247	3A		j 0 - DM, - dilisb) Voll M) t srda, C) lmc driu Smokd Qrilld, LibBn(t m3xBot enDos Rr) osN 670F	\$171.j j
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$157.06
				2.00 x	\$j w.04 x
				1.1607 =	
				(dc) liri) s	\$54.j 0
				2.00 x	\$14.86 x
				1.1607 =	
Subtotal for Section-28:					\$16143
Section-27					
60	26 01 j 0 j 190118	3A		h dumld 4' LdsbrB Lisdor Dlt) rdeudsN Loc pe	\$0.00
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$0.00
				0.00 x	\$0j 1 x
				1.1607 =	
61	26 01 j 0 j 2904j 4	3A		2,600 Lt c dse, 1' x 4', L3(AruBndurt rol LibBrisb h drr) lhhD) r 3 xierisb h dudeeda LonSgr) Hdr Dixrt rde Pholhs)™ Lh 1492700LF	\$8j 6.27
				Ut osrim	
				EsinCriud	
				Dour) r	v) rol
				Serollori) s	\$8j 6.27
				4.00 x	\$184.45 x
				1.1607 =	

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-27					
62	26 01 j 0 j 290466	3A		4,000 Lt c dse, 2' x 2', L3 (AruBirturt rol LibBrisb h drr) lthD) r 3 xierisb h dudeeda LonSgr) Hdr Dixrt rde FGri) s L(h 31y1EOVD(/ X84022M/ vFR L- - drnilitaF	\$0.00
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	0.00 x	\$124.74 x 1.1607 =	\$0.00
63	26 01 j 0 j 29046w	3A		6,000 Lt c dse, 2' x 4', L3 (AruBirturt rol LibBrisb h drr) lthD) r 3 xierisb h dudeeda LonSgr) Hdr Dixrt rde FGri) s L(h 31D1EOVD(/ X84024M/ vFR L- - drnilitaF	\$0.00
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	0.00 x	\$167.55 x 1.1607 =	\$0.00
64	26 0j 55 1690111	3A		191g" (ddp, 4" x 2" / rddl @osamy) x	\$70.1j
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	4.00 x	\$10.4w x 1.1607 =	\$48.70
		(dc) liri) s	4.00 x	\$4.62 x 1.1607 =	\$21.4j
65	26 0w25 0090218	3A		Elroe) siu, Woll / f inuB M) t srda Guut posum/ dse) r PWom/ r) ppdr EW9100F	\$225.64
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	2.00 x	\$w2.65 x 1.1607 =	\$21j .05
		(dc) liri) s	2.00 x	\$5.71 x 1.1607 =	\$8.61
66	26 24 16 0090405	3A		2 C) Id QDS 120g240 V) In 1j g 0 Ac p, y rosuB - irut iny rdokdr, 10,000 Ac p Srdrrt prisb - opouim	\$501.ww
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	2.00 x	\$118.24 x 1.1607 =	\$274.48
		(dc) liri) s	2.00 x	\$11.8j x 1.1607 =	\$27.j 1
67	26 27 26 0090045	3A		50 Ac p, (rnr h dudproud, 250 V) In	\$116.62
				Ut osrim EsinCriud Dour) r v) rol	
		Serollori) s	5.00 x	\$26.08 x 1.1607 =	\$w0.81
		(dc) liri) s	5.00 x	\$7.41 x 1.1607 =	\$2j .80
Subtotal for Section-27:					\$1,37. 46
Proposal Total					\$7. ,1024 8

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et T9) role osa rBd pr) p) eol r) rol ie at d r) r) t saish) H) B) lisd r) role osa et T9) role.



Subcontractor Listing

Date Printed: 4/20/2020
Work Order Number: 078170.00
Work Order Title: yorBr)) c h ds) Rñ) se
Amount: \$226,w16.87

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Contractor's Price Proposal Summary - CSI

Print Date:	April 20, 2020
Contract Number:	147-0921-CP(DF) (Co-op)
Work Order Number:	078170.00
Work Order Title:	Bathroom Renovations
Contractor:	Caladesi Construction Company
Proposal Value:	\$65,799.80
Proposal Name:	Bathroom Renovations (HPT Af)
Subtotal for Section-01:	\$2, 301. 40
Subtotal for Section-02:	\$63255475
Subtotal for Section-08:	\$1038974 1
Subtotal for Section-07:	\$, 3, 74 7
Subtotal for Section-09:	\$73287465
Subtotal for Section-10:	\$16370, 4 0
Subtotal for Section-11:	\$23585457
Subtotal for Section-22:	\$163 75451
Subtotal for Section-28:	\$1. 1455
Subtotal for Section-26:	\$238. 4.
Subtotal for Section-82:	\$13251480
Proposal Total	\$983 , , 40

this proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding on the line totals and sub-totals.



Contractor's Price Proposal Detail - CSI

Print Date: April 20, 2020
Contract Number: 147-0921-CP(DF) (Co-op)
Work Order Number 078170.00
Work Order Title: Bathroom Renovations
Contractor: Caladesi Construction Company
Proposal Value: \$65,799.80
Proposal Name: Bathroom Renovations (HPTAf)

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
1	01 22 14 00-0002	QA		Reimgursagle FeesReimgursagle Fees / ill ge paid to the contractor wr eliSgle costs. bhe gase cost owthe Reimgursagle Fee is \$1.00. jnsert the appropriate =uantity to ad"ust the gase cost to the actual Reimgursagle Fee (e.S. =uantity ow 12k x \$12k.00 Reimgursagle Fee). jwthere are multiple Reimgursagle Fees, list each one separately and add a comment in the 3note3glocE to identiy the Reimgursagle Fee (e.S. side/ alEclosure, road cut, various permits, eUended / arrantee, eUpedited shippinS costs, etc.). A copy oweach receipt shall ge sugmitted / ith the Price Proposal.	\$k,k19.90
		Installation	Quantity	Unit Price	Factor
			k,k19.90 U	\$1.00 U	1.0000 x
					total
					\$k,k19.90
		ONRDjA® FQQ			
2	01 22 20 00-000k	TR		CarpenterFor tasEs not included in the Construction basE CataloSM and as directed gy o/ ner only.	\$9,458.14
		Installation	Quantity	Unit Price	Factor
			120.00 U	\$55.50 U	1.1407 x
					total
					\$9,458.14
		Foreman			
3	01 f N D0 00-0009 0009	TR		For Foreman, Add	\$252.40
		Installation	Quantity	Unit Price	Factor
			120.00 U	\$1.47 U	1.1407 x
					total
					\$252.40
4	01 22 20 00-0006	TR		QlectricianFor tasEs not included in the Construction basE CataloSM and as directed gy o/ ner only.	\$1,70k.74
		Installation	Quantity	Unit Price	Factor
			90.00 U	\$54.79 U	1.1407 x
					total
					\$1,70k.74
5	01 22 20 00-0019	TR		LagorerFor tasEs not included in the Construction basE CataloSM and as directed gy o/ ner only.	\$7,458.10
		Installation	Quantity	Unit Price	Factor
			240.00 U	\$2k.51 U	1.1407 x
					total
					\$7,458.10
6	01 22 20 00-0018	TR		Painter, NrdinaryFor tasEs not included in the Construction basE CataloSM and as directed gy o/ ner only.	\$1,k17.75
		Installation	Quantity	Unit Price	Factor
			90.00 U	\$52.46 U	1.1407 x
					total
					\$1,k17.75
7	01 22 20 00-0025	TR		PlumberFor tasEs not included in the Construction basE CataloSM and as directed gy o/ ner only.	\$1,k77.14
		Installation	Quantity	Unit Price	Factor
			90.00 U	\$55.67 U	1.1407 x
					total
					\$1,k77.14
8	01 k2 16 00-0005	f N		Portagle boilets, Chemical	\$65.15
		Installation	Quantity	Unit Price	Factor
			1.00 U	\$80.29 U	1.1407 x
					total
					\$65.15

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-01					
9	01 k2 16 00-0009	WK		ADA Portagle boilets, Chemical	\$111.08
			Quantity	Hnit Price	Factor
		Installation	5.00 U	\$51.60 U	1.1407 x
					total \$111.08
10	01 k2 16 00-0004	WK		b/ o q tation Portagle T and/ ash	\$109.k5
			Quantity	Hnit Price	Factor
		Installation	5.00 U	\$50.02 U	1.1407 x
					total \$109.k5
11	01 k4 24 00-000k	LF		bemporary 4' TiSh Chain LinE Fence And Posts, Hp bo 4 f onths	\$889.9k
			Quantity	Hnit Price	Factor
		Installation	200.00 U	\$5.81 U	1.1407 x
					total \$889.9k
Subtotal for Section-01:					\$2, 301. 40
Section-02					
12	02 91 15 15-0054	qF		>43bo 83By Tand, BreaE-up And Remove Bituminous PavinS	\$1,195.87
			Quantity	Hnit Price	Factor
		Installation	9k0.00 U	\$2.16 U	1.1407 x
					total \$1,195.87
13	02 91 16 15-0270	qF		83bhicE Reinvrced Concrete Wall Cutouts, <29 qF	\$1,14k.02
			Quantity	Hnit Price	Factor
		Installation	94.00 U	\$21.82 U	1.1407 x
					total \$1,14k.02
14	02 91 16 14-0010	qF		q cariwy Concrete Floor	\$97.01
			Quantity	Hnit Price	Factor
		Installation	9k0.00 U	\$0.06 U	1.1407 x
					total \$97.01
15	02 85 16 15-0128	qF		Demolish Ceramic bile BlocE, Lead Contaminated f aterial	\$5,866.6k
			Quantity	Hnit Price	Factor
		Installation	1,400.00 U	\$2.10 U	1.1407 x
					total \$5,866.6k
Subtotal for Section-02:					\$635545
Section-08					
16	05 01 50 k1-0002	qF		Concrete Floors, Agrasive qhot BlastinS	\$445.59
			Quantity	Hnit Price	Factor
		Installation	9k0.00 U	\$1.27 U	1.1407 x
					total \$445.59
17	05 01 50 k1-0005	qF		Concrete Walls, Agrasive qhot BlastinS	\$5,50k.47
			Quantity	Hnit Price	Factor
		Installation	1,400.00 U	\$1.78 U	1.1407 x
					total \$5,50k.47
18	05 01 50 71-000k	qF		1183bo 1193 QpoLy Cementitious f ortar Patch, DecEs And Floors	\$4,926.70
			Quantity	Hnit Price	Factor
		Installation	9k0.00 U	\$12.51 U	1.1407 x
					total \$4,926.70
19	05 5k 95 00-0015	qF		Concrete Floor PolishinS Final Clean Hp	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$0.0k U	1.1407 x
					total \$0.00
Subtotal for Section-08:					\$1038974 1
Section-07					
20	08 12 15 15-0095	QA		5'-43U4'-83bhrouSh 7'-23TiSh, k-5193Deep, 14 OauSe, KnocEDo/ n Tollo/ f etal Door Frame	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$254.95 U	1.1407 x
					total \$0.00

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-07					
21	08 12 15 15-0107	QA		5' U4'-83bhrouSh 7'-23TiSh, 4-7l83bhrouSh 8-5l93Deep, 14 OauSe, KnocEDo/ n Tollo/ f etal Door Frame	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$52k.96 U	1.1407 x
					total \$0.00
22	08 12 16 00-0005	QA		5' U7', 19 OauSe, 9-5l93 bo 43Deep Frame, bype 509 qtainless qteel qinSle Door Frame	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$1,276.22 U	1.1407 x
					total \$0.00
23	08 14 15 00-0015	QA		5' U7', q tandard Corrosion Resistant FigerSlass Reinwrced Polyester (FRP) Door And Frame (Chem-Pruvy	\$9,85k.87
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$2,042.81 U	1.1407 x
		Demolition	2.00 U	\$20.54 U	1.1407 x
					total \$9,788.41
					\$97.24
24	08 14 15 00-0014	PR		Pair 5' U7', q tandard Corrosion Resistant FigerSlass Reinwrced Polyester (FRP) Door And Frame (Chem-Pruvy	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$5,746.41 U	1.1407 x
					total \$0.00
25	08 58 16 00-0910	QA		Pull Tandle For jmpact brawic Doors	\$112.41
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$90.05 U	1.1407 x
		Demolition	2.00 U	\$8.98 U	1.1407 x
					total \$62.65
					\$16.46
Subtotal for Section-07:					\$, 3, 74 7
Section-09					
26	06 01 40 61-0002	CqF		OrindinS, PolishinSAnd qealinS QustinS berrazzo	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$108.76 U	1.1407 x
					total \$0.00
27	06 29 25 00-0009	qF		b/ o Coat bro/ eled qtucco, qcratchlFinishQlcludes lath and velt. interior or eUerior, one side.	\$k,088.k 1
			Quantity	Hnit Price	Factor
		Installation	1,400.00 U	\$2.28 U	1.1407 x
		Demolition	1,400.00 U	\$0.94 U	1.1407 x
					total \$9,259.25
					\$8k9.28
28	06 61 15 00-0024	qF		Paint QUerior Concrete BlocE Walls, 2 Coats QpoLy Paint, Brush WorE	\$1,960.59
			Quantity	Hnit Price	Factor
		Installation	1,200.00 U	\$1.07 U	1.1407 x
					total \$1,960.59
29	06 61 25 00-0052	qF		Paint jterior Concrete BlocE Walls, 2 Coats QpoLy Paint, Brush WorE	\$1,965.82
			Quantity	Hnit Price	Factor
		Installation	1,100.00 U	\$1.17 U	1.1407 x
					total \$1,965.82
30	06 f N D0 00-0284 0284	qF		For >2k0 bo k00, Add	\$14k.68
			Quantity	Hnit Price	Factor
		Installation	1,100.00 U	\$0.15 U	1.1407 x
					total \$14k.68
Subtotal for Section-09:					\$7328745
Section-10					

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-10					
31	10 21 15 16-0009	QA		543U403 Nverhead Braced, Recycled qolid Plastic (TDPQ), Nne Compartment Corner Hnit, Complete boilet Partition	\$4,559.65
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
32	10 21 15 16-0006	QA		403U403 Floor And CeilinS Anchored, Recycled qolid Plastic (TDPQ), Nne Compartment Corner Hnit, Complete ADA Compliant boilet Partition	\$5,148.8k
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
33	10 28 15 15-0029	QA		b/ o Roll, qunace f ounted, Acrylonitrile Butadiene qtyrene (ABq) Plastic boilet bissue Dispenser (BogricEB-k288)	\$992.75
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
34	10 28 15 15-002k	QA		b/ o Jumgo Roll, qunace f ounted, Acrylonitrile Butadiene qtyrene (ABq) Plastic boilet bissue Dispenser (OeorSia Pacific k82k0)	\$0.00
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
35	10 28 15 15-00k1	QA		90 Fluid Nunce, qunace f ounted, branslucent Plastic qoap Dispenser (BogricE Classic B-92)	\$2kk.9k
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
36	10 28 15 15-00k5	QA		90 Fluid Nunce, qunace f ounted, qtainless qteel qoap Dispenser (BogricE Contura B-9112)	\$0.00
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
37	10 28 15 15-0106	QA		qunace f ounted, qtainless qteel qanitary @apEnl bampon Disposal (BogricE Contura B-270)	\$289.16
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
38	10 28 15 15-0121	QA		543LenSth, 1-1l93Diameter, qtainless qteel Orag Bar (BogricEB-k804U54)	\$164.14
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
39	10 28 15 15-0152	QA		543LenSth, 1-1l23Diameter, qtainless qteel Orag Bar (BogricEB-4804U54)	\$207.06
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x
40	10 28 15 15-0142	QA		Torizontal, Wall-f ounted, Polypropylene Bagy ChanSnS qtation (BogricE Koala Care KB200-00)	\$718.64
			Quantity	Hnit Price	Factor
			Installation	1.1407	x
			Demolition	1.1407	x

Record	Section - Item	Modiufier	UOM	Description	Line Total	
Section-10						
41	10 28 15 15-0291	QA		q unace f ounted, Automatic qensor, Brushed Finish, q tainless qteel Cover, T and Dryer With T QPA Filtration qsystem (Qubel XLQRAbNRM XL-q BT)	\$9,116.0k	
			Quantity	Hnit Price	Factor	total
	Installation		9.00 U	\$877.60 U	1.1407 x	\$9,07k.61
	Demolition		9.00 U	\$6.26 U	1.1407 x	\$95.15
42	10 28 15 15-0529	QA		143U503 q unace f ounted, FiUed-Position bilt, q tainless qteel Frame Olass f irror (BogricEB-265 1450)	\$1,074.66	
			Quantity	Hnit Price	Factor	total
	Installation		9.00 U	\$225.k0 U	1.1407 x	\$1,057.47
	Demolition		9.00 U	\$8.97 U	1.1407 x	\$56.52
Subtotal for Section-10:					\$16370, 4 0	
Section-11						
43	11 15 24 00-0009	QA		DocE Ouide LiSht For brucE BacEnS	\$2k2.8k	
			Quantity	Hnit Price	Factor	total
	Installation		2.00 U	\$84.45 U	1.1407 x	\$201.10
	Demolition		2.00 U	\$22.26 U	1.1407 x	\$k1.79
44	11 15 24 00-0011	QA		403LonS, Dual Arm LoadinS DocE LiSht, 500W jncandescent	\$2,282.75	
			Quantity	Hnit Price	Factor	total
	Installation		4.00 U	\$260.42 U	1.1407 x	\$2,025.69
	Demolition		4.00 U	\$57.14 U	1.1407 x	\$2k8.76
45	11 15 24 00-001k	QA		403LonS, Dual Arm LoadinS DocE LiSht, 100W f etal Talide	\$0.00	
			Quantity	Hnit Price	Factor	total
	Installation		0.00 U	\$990.01 U	1.1407 x	\$0.00
46	11 15 24 00-0016	QA		403LonS, Dual Arm LoadinS DocE LiSht, k00W Guartz TaloSen	\$0.00	
			Quantity	Hnit Price	Factor	total
	Installation		0.00 U	\$299.10 U	1.1407 x	\$0.00
Subtotal for Section-11:					\$238547	
Section-22						
47	22 01 90 81-0002	QA		5l83bo 1l23Compression qhut-owW Valve Replacement With 1k3Polygutylene qupply buqe	\$107.42	
			Quantity	Hnit Price	Factor	total
	Installation		9.00 U	\$25.18 U	1.1407 x	\$107.42
48	22 01 90 81-000k	QA		q inSle Bo/ l q inELavatory Drain Line Replacement	\$57.96	
			Quantity	Hnit Price	Factor	total
	Installation		2.00 U	\$14.1k U	1.1407 x	\$57.96
49	22 92 15 15-0011	QA		2 Piece banEbyqe, Pressure Assisted, qiphon Jet, Wall f ounted, Wall Nutlet, Tandicap Accessigle, QlonSated Vitreous China Water Closet (American q tandard Olen/ all™)	\$k,181.91	
			Quantity	Hnit Price	Factor	total
	Installation		7.00 U	\$k64.60 U	1.1407 x	\$9,896.7k
	Demolition		7.00 U	\$90.82 U	1.1407 x	\$551.44
50	22 92 15 15-0059	QA		Vertical Ad*ustagle Nn qtacE, @o-T ug, q inSle Water Closet Carrier	\$0.00	
			Quantity	Hnit Price	Factor	total
	Installation		0.00 U	\$4k9.45 U	1.1407 x	\$0.00

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-22					
51	22 92 15 15-00k1	QA		Removal And Reinstallation NwWall TunS Water Closet With Flush Valve	\$1,162.k7
			Quantity	Hnit Price	Factor
		Installation	7.00 U	\$194.78 U	1.1407 x
					total
					\$1,162.k7
52	22 92 15 14-0004	QA		Blo/ out, Wall TunS, Vitreous China Hrnal (American q tandard LyngrooE™)	\$627.77
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$54k.k5 U	1.1407 x
		Demolition	2.00 U	\$59.15 U	1.1407 x
					total
					\$898.k9
					\$76.25
53	22 92 15 14-0051	QA		Removal And Reinstallation NwWall TunSHrnal With Flush Valve	\$557.28
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$19k.26 U	1.1407 x
					total
					\$557.28
54	22 92 14 15-000k	QA		223U163Porcelain Qnamed Cast Iron Wall TunS Lavatory (KohlerM Tampton™)	\$685.85
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$902.99 U	1.1407 x
		Demolition	2.00 U	\$21.57 U	1.1407 x
					total
					\$659.22
					\$96.41
55	22 92 55 00-0010	QA		543BradstoneM qemi-Circular Wash Fountain IncludinSbrim, brap, 23jPq Nutlet And FootITand Controls (Bradley WF2805F-A-LqD)	\$4,640.57
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$2,6k9.05 U	1.1407 x
		Demolition	2.00 U	\$99.52 U	1.1407 x
					total
					\$4,8k7.96
					\$102.88
56	22 92 55 00-0015	QA		k93BradstoneM qemi-Circular Wash Fountain IncludinSbrim, brap, 23jPq Nutlet And FootITand Controls (Bradley WF2809F-A-LqD)	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$5,k75.75 U	1.1407 x
					total
					\$0.00
57	22 92 95 00-0009	QA		QUpoted f anual Water Closet Flush Valve (qloan ReSal-110 Nr 111)	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$176.8k U	1.1407 x
					total
					\$0.00
58	22 92 95 00-0021	QA		QUpoted f anual Hrnal Flush Valve, 1-1I93bop qpud (qloan ReSal 180)1.0, 1.k or 5.k OPF.	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$1k9.85 U	1.1407 x
					total
					\$0.00
59	22 92 95 00-0029	QA		QUpoted jnwared Hrnal Flush Valve (qloan Royal 184-Qq-q)1.0 or 1.k OPF.	\$1,0k7.17
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$999.k5 U	1.1407 x
		Demolition	2.00 U	\$10.87 U	1.1407 x
					total
					\$1,051.65
					\$2k.25
60	22 92 95 00-0029	QA		QUpoted jnwared Hrnal Flush Valve (qloan Royal 184-Qq-q)1.0 or 1.k OPF.	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$999.k5 U	1.1407 x
					total
					\$0.00
Subtotal for Section-22:					\$163 7541
Section-28					
61	25 59 14 00-0297	QA		k0 CFf , CeilinSIWall f ounted, Polymeric jntaEe Orille, LiSht Duty QUhaust Fan (BroanM 470)	\$171.kk
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$k6.09 U	1.1407 x
		Demolition	2.00 U	\$19.84 U	1.1407 x
					total
					\$157.04
					\$59.k0
Subtotal for Section-28:					\$1. 145

Record	Section - Item	Modiufier	UOM	Description	Line Total
Section-26					
62	24 01 k0 k1-0118	QA		Recycle 9' LenSth Linear Fluorescent Lamps	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$0.k1 U	1.1407 x
					total \$0.00
63	24 01 k0 k2-09k9	QA		2,400 Lumens, 1' U9', LQD Architectural LiShtinS Retrovlt For QUstinS Recessed Lay-jnlbrower FiLtures (Rawino™ LR19-2700L)	\$1,289.91
			Quantity	Hnit Price	Factor
		Installation	4.00 U	\$189.95 U	1.1407 x
					total \$1,289.91
64	24 01 k0 k2-0944	QA		9,000 Lumens, 2' U2', LQD Architectural LiShtinS Retrovlt For QUstinS Recessed Lay-jnlbrower FiLtures (Nrion LDRQ1B1H@VFDqX89022f qb) (DLC Certified)	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$129.79 U	1.1407 x
					total \$0.00
65	24 01 k0 k2-0946	QA		4,000 Lumens, 2' U9', LQD Architectural LiShtinS Retrovlt For QUstinS Recessed Lay-jnlbrower FiLtures (Nrion LDRQ1F1H@VFDqX89029f qb) (DLC Certified)	\$0.00
			Quantity	Hnit Price	Factor
		Installation	0.00 U	\$147.55 U	1.1407 x
					total \$0.00
66	24 0k 55 14-0111	QA		1-1l23Deep, 93U23qteel Tandy BoU	\$70.1k
			Quantity	Hnit Price	Factor
		Installation	9.00 U	\$10.96 U	1.1407 x
					total \$98.70
		Demolition	9.00 U	\$9.42 U	1.1407 x
					\$21.9k
67	24 06 25 00-0218	QA		Hltrasonic, Wall q/ itch f ounted Nccupancy qensor (Watt qtopper HW-100)	\$225.49
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$62.45 U	1.1407 x
					total \$21k.05
		Demolition	2.00 U	\$5.71 U	1.1407 x
					\$8.41
68	24 29 14 00-0905	QA		2 Pole OFj, 120l290 Volt, 1k-k0 Amp, Branch Circuit BreaEer, 10,000 Amp InterruptinS Capacity	\$405.68
			Quantity	Hnit Price	Factor
		Installation	9.00 U	\$118.29 U	1.1407 x
					total \$k98.64
		Demolition	9.00 U	\$11.8k U	1.1407 x
					\$kk.02
69	24 27 24 00-0095	QA		50 Amp, Dryer Receptacle, 250 Volt	\$1kk.96
			Quantity	Hnit Price	Factor
		Installation	9.00 U	\$24.08 U	1.1407 x
					total \$121.08
		Demolition	9.00 U	\$7.91 U	1.1407 x
					\$59.90
Subtotal for Section-26:					\$238.46.
Section-82					
70	52 55 95 15-0146	QA		703LenSth, Pedestal f ount, 5 U9 Recycled Plastic qlats Bench (bimgerForm 2007-4-P)	\$1,2k1.50
			Quantity	Hnit Price	Factor
		Installation	2.00 U	\$k24.22 U	1.1407 x
					total \$1,221.k7
		Demolition	2.00 U	\$12.81 U	1.1407 x
					\$26.79
Subtotal for Section-82:					\$1325140
Proposal Total					\$983 , , 40

bhis proposal total represents the correct total wr the proposal. Any discrepancy get/ een line totals, sug-totals and the proposal total is due to roundinS owthe line totals and sug-totals.



Subcontractor Listing

Date Printed: 9/20/2020
Work Order Number: 078170.00
Work Order Title: Bathroom Renovations
Amount: \$224,614.87

Contractor	Duties	Amount	%
Contractors have been selected for this Work Order		\$0.00	0.00

Name: _____
 Title: _____
 Firm or Corporate Name: Caladesi Construction Company
 Address: 1560 Donegan Road, Sarasota FL 34231
 Telephone Number: (727) 886-6696
 Signature: _____ Date: _____

St. Pete Beach City Commission Agenda Report

Issue Considered: Request approval of the services agreement with Kelly Brothers, Inc. in an amount not to exceed \$1,000,000.00 for Merry Pier, 7th Avenue Pier, and 11th Avenue Pier Restorations.

Date: April 28, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: In early 2018, the City requested a task order from one of the City's Continuing Engineering Service Consultants to perform an inspection of Merry Pier. This inspection, prompted by multiple repair work orders, uncovered several severely deteriorated sections of decking, beams, joists, and pilings. Following the review of this inspection report, the City issued a design task order to repair and replace the deteriorating components of the Pier.

Following the completion of the design documents, a Request for Bids was issued on February 14, 2020, and the City received a single sealed bid from Kelly Brothers, Inc. The bid from Kelly Brothers, Inc. has been determined to meet all the requirements outlined in the issued solicitation. In this solicitation, the City also requested alternate bids for the restoration of the 7th and 11th Avenue Piers. The restoration of these two additional piers is also included in this approval.

The current budget for the Merry Pier renovation is \$869,875 and for the restoration of the fishing piers on 11th and 7th avenue is \$139,118 for a total of \$1,008,993.

The bid from Kelly is \$754,834.87 for Merry Pier, \$120,085.74 for 11th avenue and \$111,219.15 for 7th Avenue for a total of \$986,139.76 which is \$22,853.24 below the budgeted amount. We are requesting that the Commission authorizes the issuance of a contract for the repair of all three piers in the amount not to exceed \$1,000,000, which will include a contingency of \$13,860.24 in the contract amount.

The plan will be to issue the work orders for Merry Pier and 11th avenue during the current fiscal year, given that Merry

Pier will be done in two phases, we will only be spending \$476,963.10 during the current Fiscal Year.

Funding:

CIP – Merry Pier
301-8000-590-0000

Requested Motion:

“I move to approve of the services agreement with Kelly Brothers, Inc. in an amount not to exceed \$1,000,000.00 for Merry Pier, 7th Avenue Pier, and 11th Avenue Pier Restorations.”

Attachment:

Bid Tabulation
Services Agreement
Bid from Kelly Brothers, Inc.

**Reviewed by the
City Manager:**

AR

CITY OF ST. PETE BEACH
RFB: MERRY PIER RESTORATION
Bid Opening Date: April 15, 2020
Bid Tabulation

Name	Firm	Contact Information	Bid Amount
Dane Kelly, President	Kelly Brothers, Inc.	15775 Pine Ridge Road Ft. Myers, FL 33908 (239) 482-7300	Total Base Bid Lump Sum: \$754,834.87 Alt Bid #1 Full Merry Pier Replacement: \$886,790.47 Alt Bid #2 11th Ave. Pier Replacement: \$120,085.74 Alt Bid #3: 7th Ave. Pier Repairs: \$111,219.15

CITY OF ST. PETE BEACH SERVICES AGREEMENT

Merry Pier Restoration

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Kelly Brothers, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "A", and the City Commission authorized the selection of Contractor at its April 28th, 2020 public hearing; and

WHEREAS, City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in a sum not to exceed One Million Dollars (\$1,000,000.00) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the bid proposal attached hereto and incorporated herein as Exhibit "C".
4. Contractor shall provide the services, described herein no later than 365 days from the effective date.
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of either \$500.00 per day for each day after the date set forth in paragraph 4

herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Lump Sum cost listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit "C."

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the City's personnel, to conduct such inspections and tests as it may require.

9. Contractor fully warrants that all services provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other Parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or

entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

12. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

13. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

14. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Request for Bid (Exhibit "A")
- b. Florida public records law (Exhibit "B")
- c. Contractor's Bid (Exhibit "C")

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney fees incurred through all appellate proceedings.

16. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

17. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached Exhibits, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.

This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Kelly Brothers, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

[Place City’s Request for Bids behind this page]

EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.

(a) A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested

records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

EXHIBIT “C”

[Place Contractor’s Bid Proposal behind this page]



KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Response to
Request for Bid
Merry Pier Restoration

Created for
City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Submitted on
April 14, 2020

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in dock and pier construction.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

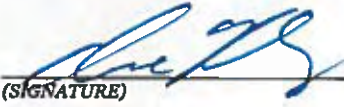
The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Merry Pier Restoration" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this RFB and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Merry Pier Restoration".

COMPANY: Kelly Brothers, Inc. DATE: 4/13/2020

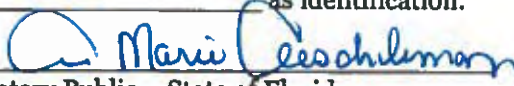
ADDRESS: 15775 Pine Ridge Rd., Ft. Myers, FL 33908 PHONE: 239-482-7300

BIDDER:  NAME: Dane Kelly, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of April, 2020, by Dane Kelly, who is personally known to me or has produced _____ as identification.

(SEAL)


Notary Public – State of Florida

Ann Marie Aeschliman
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID SCHEDULE WITH SUBMITTAL TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706



ANN MARIE AESCHLIMAN
Commission # GG 300275
Expires February 11, 2023
Bonded Thru Budget Notary Services

UPDATED BID FORM
Merry Pier Restoration

Base Bid – Phased Partial Replacement and Repairs

Provide a lump sum cost to provide all labor, materials, and equipment to provide complete construction as described in the Request for Bids and as described in the Plans.

Base Bid Price – Phase 1 (A & B) \$ 356,877.36

Base Bid Price – Phase 2 \$ 397,957.51

Total Base Bid Price – Lump Sum \$ 754,834.87

Alternate Bid #1 – Full Merry Pier Replacement

Provide a lump sum cost to provide all labor, materials, and equipment to remove and replace all pilings, stringers, caps, bracing, deck, all utilities and associated facilities on the main deck and finger piers of Merry Pier. This Alternate does not include the replacement of any pilings supporting the building. See project plans for existing pile locations.

Total Alternate Bid #1 Price – Lump Sum \$ 886,790.47

Alternate Bid #2 – 11th Avenue Pier Replacement

Provide a lump sum cost to provide all labor, materials, and equipment to remove and replace all pilings, stringers, caps, bracing, deck, all utilities and associated facilities required to completely remove and replace the pier located at 1100 Pass-a-Grille Way, St. Pete Beach, FL 33706. See inspection report dated October 16, 2019 by Cardno. See provided as-builts for the 11th Avenue Pier.

Total Alternate Bid #2 Price – Lump Sum \$ 120,085.74

Alternate Bid #3 – 7th Avenue Pier Repairs

Provide a lump sum cost to provide all labor, materials, and equipment to perform repairs to the pier located at 700 Pass-a-Grille Way, St. Pete Beach, FL 33706, as described in the recommendations section of the inspection report dated October 16, 2019 by Cardno. See provided as-builts for the 7th Avenue Pier.

Total Alternate Bid #3 Price – Lump Sum \$ 111,219.15

Contractor Name Kelly Brothers, Inc.

Bidder Name/Title Dane Kelly, President

Bidder Signature 

Date 04/13/2020

Comments/Substitutions regarding bids:

Merry Pier Repairs priced per contract documents.

Merry Pier Replacement is priced per original design

11th Ave. priced per original design with stainless upgrade, no handrail

7th Ave. includes new x-bracing, stainless hurricane clips & structural pile jackets, no handrail



KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Project Schedule

ID	i	Task Mode	Task Name	Duration	Start	Finish	20	Aug 23, '20	Aug 30, '20	Sep 6, '20	Sep 13, '20	Sep 20, '20	Sep 27, '20	Oct 4, '20	Oct 11, '20	Oct 18, '20	Oct 25, '20	Nov 1, '20	Nov 8, '20	Nov 15, '20	Nov 22, '20	Nov 29, '20	Dec 6, '20	Dec 13, '20	Dec 20, '20	Dec 27, '20	Jan 3, '21	Jan 10, '21	Jan 17, '21	Jan 24, '21	Jan 31, '21	
1		?	PROCUREMENT																													
2			PHASE 1 A&B	52 days	Fri 8/21/20	Mon 11/2/20																										
3			MOBILIZATION	4 days	Fri 8/21/20	Wed 8/26/20																										
4			DEMOLITION	9 days	Thu 8/27/20	Tue 9/8/20																										
5			INSTALL NEW WOOD PILES	10 days	Wed 9/9/20	Tue 9/22/20																										
6			STRINGERS, CAPS, BRACING, FASTENERS, ECT.	12 days	Wed 9/23/20	Thu 10/8/20																										
7			ADA RAMP	3 days	Fri 10/9/20	Tue 10/13/20																										
8			REDO MAIN PIER ELEVATION	4 days	Wed 10/14/20	Mon 10/19/20																										
9			NEW DECKING	5 days	Tue 10/20/20	Mon 10/26/20																										
10			WRAP PILES	5 days	Tue 10/27/20	Mon 11/2/20																										
11			PHASE 2	36 days	Tue 11/3/20	Tue 12/22/20																										
12			DEMOLITION	12 days	Tue 11/3/20	Wed 11/18/20																										
13			STRINGERS, CAPS, BRACING, FASTENERS, ECT.	10 days	Thu 11/19/20	Wed 12/2/20																										
14			NEW DECKING	5 days	Thu 12/3/20	Wed 12/9/20																										
15			WRAP PILES	7 days	Thu 12/10/20	Fri 12/18/20																										
16			REINSTALL BENCHES AND BOTHS	2 days	Mon 12/21/20	Tue 12/22/20																										
17			SUBSTANCIAL COMPLETION	22 days	Mon 1/4/21	Tue 2/2/21																										
18			PUNCH LIST	22 days	Mon 1/4/21	Tue 2/2/21																										
19			PROJECT COMPLETION	0 days	Tue 2/2/21	Tue 2/2/21																										

Project: MERRY PIER PRE-BID S

Date: Mon 4/13/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Professional References



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

References

Project: Naples Pier

Contract Amount: \$640,620.18

Point of Contact:

Mauricio Pastor
Superintendent
Manhattan Construction
Phone: 239-398-2888
Email: mauricio.pastor@manhattanconstruction.com

Please see the project information sheet provide for additional details on the type of work and scope.

Project: Boca Bay Fishing Pier

Contract Amount: \$333,964.90

Point of Contact:

Sue Najar
General Manager
Boca Bay Master Association
Phone: 941-964-9063
Email: snajar@bocabay.info

Please see the project information sheet provide for additional details on the type of work and scope.

Project: Boca Grande Isles Bridge

Contract Amount: \$1,762,892.92

Point of Contact:

Steve Kieffer
Director
Boca Grande Isles Property Owners Association, Inc.
Phone: 920-459-9075
Email: steve.kieffer47@icloud.com

Please see the project information sheet provide for additional details on the type of work and scope.

Project: Naples City Dock

Contract Amount: \$5,901,805.05

Point of Contact:

Captain Roger Jacobsen
Harbor Master (Former)
City of Naples
Phone: 239-498-2933
Email: roger@pelicanlanding.com

Please see the project information sheet provide for additional details on the type of work and scope.

Project: Tampa Yacht and Country Club

Contract Amount: \$1,005,543.62

Point of Contact:

Scott Fairbairn, CCM, CCE
General Manager
Tampa Yacht and Country Club
Phone: 813-831-1621 X225
Email: scott@tampayacht.com

Please see the project information sheet provide for additional details on the type of work and scope.

Project: Charter Club Resort of Naples Bay

Contract Amount: \$265,335.00

Point of Contact:

John Wolner
General Manager, Diamond Resorts International
Charter Club Resort of Naples Bay
Phone: 239-821-5154
Email: john.Wolner@diamondresorts.com

Please see the project information sheet provide for additional details on the type of work and scope.



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Letters of Recommendation

BOCA BAY

HOMEOWNER ASSOCIATIONS

December 30, 2019

Re: Kelly Brothers, Inc.

To Whom It May Concern,

In consideration of work experience through association with Kelly Brothers, Inc., I am pleased to offer this letter of reference relevant to the overwhelming performance satisfaction received as an owner's representative for the rebuilding of the Boca Bay Master Association's community fishing pier on Boca Grande, Florida.

I have been involved with numerous renovation and construction projects during my 25 years as General Manager of the Boca Bay Master Association, Inc., where I have encountered and experienced a multitude of seasoned professionals in projects of various sizes. **It is a rarity to find a competent contractor that can deliver a project as committed on time and without adverse budgetary results as that provided by Kelly Brothers.**

My first experience with Kelly Brothers was working for the Boca Bay developer CSX in 1997, then working with Danny Kelly, where they were contracted to construct 12 private docks in the development. As a result of the excellent quality, service and owner satisfaction with that project, Kelly Brothers, Inc. was the contractor of choice of the Master Association Board of Directors when it came time to replace their community fishing pier.

The Boca Bay South Village Fishing Pier project's scope of work consisted of the demolition and removal of the existing pier and the reconstruction of a new pier on Charlotte Harbor in Lee County, Florida. The project consisted of 1600 square feet of access dock, 952 of a boat mooring area and a terminal platform of 1300 square feet, *Duroleve* pilings and *WearDeck* handrail and decking. The work also included the work of custom electrical and plumbing subcontracting, aluminum gates and fish cleaning table.

Kelly Brothers worked directly with our engineer Hans Wilson and Associates, Inc. during the bid, contract coordination and construction observation, along with myself and a special owner committee selected for the project. They assisted in providing recommendations for alternative materials for longevity and cost savings for the Association.

We would definitely utilize Kelly Brothers for any of our marine construction needs in the future. I would whole heartedly recommend your consideration of their company and the leadership and experience they provide.

Sincerely,



Susan L. Najar, General Manager
Boca Bay Master Association, Inc.



NAPLES CITY DOCK

TELEPHONE (239) 213-3070 • FACSIMILE (239) 213-3072
880 12TH AVENUE SOUTH • NAPLES, FLORIDA 34102-6796

To whom it may concern:

It is with pleasure I write this letter of recommendation for Kelly Brothers, Inc. I wish to acknowledge the high standard of performance, professionalism, and diligence exhibited by Kelly Brothers during their work on the Naples City Dock multi-million dollar renovation project. The task included a combination of fixed and floating docks, the reconstruction of three overwater/floating buildings, design-build fuel system, and all utilities (fire, water, electric and waste). Kelly Brothers was responsible for the oversight of the entire project; they self-performed 64% of the work and directed multiple subcontractors.

Particularly noteworthy was the attitude and cooperative reactions by key Kelly Brothers' personnel to difficult and tenuous conditions caused by the intricacies of marine construction. Their employees kept the site clean and tidy, and were always polite and professional to inquisitive members of the public.

During construction Kelly Brothers proved their expertise in marine construction by value engineering various components of our multi-faceted project, which resulted in a considerable cost savings to the City of Naples. They have a knowledgeable staff with a strong work ethic and the specialized equipment to deliver a quality product at a competitive price.

I feel confident Kelly Brothers will do an outstanding job. They will be able to assist with any challenge your unique project may present, as they did with ours. My experience working with Kelly Brothers over the course of this 10-month project clearly demonstrated to me the City made the right decision to use their outstanding firm. I would recommend Kelly Brothers to anyone demanding quality workmanship for projects in and around the water.

Roger Jacobsen
Harbor Master
City of Naples, Florida



TAMPA YACHT & COUNTRY CLUB
SINCE 1904

January 18, 2017

Dane Kelly
Kelly Brothers, Inc.
15775 Pine Ridge Road
Fort Myers, FL 33908

Re: Tampa Yacht and Country Club Marina Phase II Construction

Dear Dane:

I am pleased to provide Kelly Brothers, Inc. (KBI) with this letter of recommendation to use as you see fit.

As you are aware, KBI successfully completed the construction of the Tampa Yacht and Country Club's Phase II Marina Project on time and on budget. The project was not without some challenges, but KBI was professional, diligent, and resourceful in working through the challenges and in keeping the Club's leadership informed. All in all, the Club's experience with KBI was very pleasant. If the opportunity presents itself, we would not hesitate to work with the KBI team again.

Very truly yours,

Scott Fairbairn
General Manager
Tampa Yacht and Country Club

SF:djc

10059874 v1



Kelly Brothers, Inc.
15775 Pine Ridge Road,
Fort Myers, FL 33908

To whom it may concern,

As General Manager of Charter Club of Naples Bay, I had the pleasure of working with Kelly Brothers (KBI) on the construction of our new composite fixed dock. Our goal was to build a dock system that provided our guests with an aesthetically pleasing but highly functional dock for leisure and relaxation, boating or fishing. We added the LED lighting, underwater fish lights, power pedestals, and water supplies to each of our slips to make the whole dock inviting for our patrons.

Kelly Brothers was contracted through our engineering and design company, Turrell Hall & Associates (THA). I found out later that THA and KBI have worked together successfully on numerous projects, which was evident as the project progressed. It was impressive to watch the KBI construction team take the design and bring it to life. The entire team was well organized, experienced, and conducted themselves in a very professional manner. In addition, there was never anything left on site, equipment and/or materials, that wasn't necessary. When construction occurs at our resort, it is of the utmost importance to keep the impact minimal so as not to interfere with our guest's vacation experience. KBI accomplished this remarkably well and with ease.

Not only was the project completed ahead of schedule, the final results went well beyond our expectations. KBI made our shoreline a place where our guests are able to enjoy our picturesque waterfront location. Their knowledge and expertise proved to be invaluable. KBI performed exceptionally and we have nothing but praise for the work they did! We look forward to the opportunity to work with Kelly Brothers again.

Sincerely,

John Wolner
General Manager
DRI Charter Club Resort of Naples Bay
Tel: 239.261.5559 | Mobile: 239.821.5154



February 6, 2017

To Whom It May Concern:

We had the pleasure of working with Kelly Brothers, Inc when we hired them to complete two separate portions of the marina expansion project at Tarpon Point Marina, in Cape Coral, FL. The first was completed in early 2015 and the second phase was finished in the fall of 2016. Kelly Brothers was responsible for building over 500 LF of fixed pier, and installing/assembling concrete floating docks that added space for 44 additional boats in the Marina.

The work completed by Kelly Brothers was outstanding and ahead of schedule. They were extremely professional and we would welcome another opportunity to work with them anytime.

If you should have any questions or wish to discuss the aspects of the work they did for us any further please don't hesitate to contact me. My cell is 239 340-1323.

Thank you very much.

Sincerely,

A handwritten signature in blue ink, appearing to read "DBN", with a stylized flourish at the end.

David B. Nitsche
President



February 6, 2017

Kelly Brothers, Inc.
15775 Pine Ridge Road
Fort Myers, Florida 33908

To whom it may concern:

As a Project Engineer for Charlotte County Public Works, I have worked with Kelly Bros., Inc. on several projects. The most recent project was the construction of the substructure for the Tom Adams Bridge Tenderhouse. This is a high profile Project, being constructed in Lemon Bay, which is designated as Outstanding Florida Waters. Kelly's work required close coordination with the County, public utilities and permitting agencies.

Kelly Bros. constructed the substructure and associated approach roadway with concrete sheet pile walls for the Michael Kosinski Bridge. The Michael Kosinski Bridge is a three (3) span structure also over the Bocilla Inlet, also Outstanding Florida Waters. The bridge is 151 feet long and is laminated timber beam designed by York Bridge Concepts. Kelly Bros. scope-of-work included the construction of the bridge.

Kelly Bros. also constructed the Anne Merry Bridge, which is a single span structure over the Bocilla Inlet. The bridge is 60 feet long and is a precast concrete box beam design.

Kelly Bros. personnel have always been professional and conscientious. The projects were completed in a timely manner within our budget. Charlotte County Public Works looks forward to having Kelly Bros. on future projects.

Very truly yours,

Charles F. Koons, P.E.
Project Engineer

PUBLIC WORKS ENGINEERING DIVISION

410 Taylor Street, Unit 104 | Punta Gorda, FL 33950
Phone: 941.575.3632 | Fax: 941.575.3664

March 14, 2018

SUBJECT: KELLY BROTHERS INC. - JOSHUA CREEK BRIDGE

Fin No: 193898-2-52-01
FAP No: 3531067P
Contract No: T1A07
County: DeSoto
Project Description: SR 35 (US 17); From S of CR 760 to Heard St.

To whom it may concern:

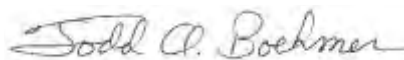
I was the CEI Project Engineer for the referenced FDOT project which was constructed from January 2015 to January 2018. The 4.3 mile widening and reconstruction of US 17 from Nocatee to Arcadia included construction of a new two-lane, four span concrete bridge over Joshua Creek. The bridge was 41 feet wide, 184 feet long, with a cast in place deck over FLORIDA-I beams and supported on 18-inch pre-stressed concrete piles. The bridge construction took place from June to December 2015.

Kelly Brothers Inc. (KBI) was the subcontractor that constructed the bridge. I found KBI project management and field staff to be very knowledgeable. Shop drawing and material submittals were provided correctly and timely. The construction was performed efficiently with a high degree of quality and required minimal oversight. There were no structural issues noted in the District Structures Office inspection.

There were two unforeseen subsurface condition issues during installation of the piling. KBI was very cooperative in developing solutions to the issues. They negotiated the extra work compensation fairly, and they proceeded with the work with no delays to the project.

Based on my experience, I would recommend KBI for similar bridge construction projects, and hoped to work with them again.

Sincerely,



Todd Boehmer, P.E.
Project Engineer



TURRELL, HALL & ASSOCIATES, INC.

MARINE & ENVIRONMENTAL CONSULTING

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • tuna@THAnaples.com

September 20, 2018

RE: Contractor Recommendation
Kelly Brothers, Inc.
15775 Pine Ridge Road
Fort Myers, FL 33908

To whom it may concern,

Our firm has worked with Kelly Brothers Inc. for over 25 years on a variety of seawall, riprap, dredging, dock, boathouse and marina construction projects. They have the proper equipment and properly trained staff to tackle nearly every aspect of marine construction minimizing the chance for delays and complications experienced by smaller contractors. To back up their construction crews they have very experienced office staff that ensures contract conditions are followed, pay requests are submitted on time and proper permits are secured for all work.

In the last 10 years I have personally worked with Kelly Brothers Inc. on projects that range from re-decking a multi-family docking facility to commercial marine construction and every job has been completed on budget with minimal punch list items needing to be addressed. Their job sites are kept clean which transfers to their workmanship and finish quality of their projects.

We have recommended Kelly Brothers Inc. to many clients, developers and municipalities based on our experience with them and the long list of satisfied clients we both have together. I can assure you that they are one of the most qualified and competent contractors in southwest Florida and recommend them for consideration.

If you have any questions regarding their past performance feel free to contact me at the number in the letterhead above.

Regards,

Joshua W. Maxwell, P.E./Chief Engineer
Turrell, Hall & Associates, Inc.



Contact Sam Chavers
Telephone (941) 955-9488
Fax (941) 955-8001
Email sam@marinajacks.com
Website www.marinajacks.com

February 1, 2017

Good Afternoon!

Mr. Dane Kelly and Kelly Brothers Inc. has informed me of their intent and aspirations to provided marine construction services for your upcoming project.

After our discussions, I felt compelled to reach out and explain our relationship with their company and emphasize the quality and timely work they have provided to our company over the years. Marina Jack has been in continuous business since 1968 and has utilized Kelly Bros. on 5 separate, large scale projects over the past two decades.

Marina Jack is one of the busiest vessel locations on the West Coast of Florida and the #1 traffic generators in Sarasota. As a result, it was extremely important we had worked with a quality and proficient company at our facility. Furthermore, it was imperative, work was completed timely and the quality was second to none.

Kelly Brother's commitment to customer satisfaction, quality work, and on budget performance was proven at every level and every project. The result of our working together has been building one of the area's premier marinas and recently garnered National Marina of the Year. We certainly consider their work as an integral part of this achievement!

Overall, I don't think you will find a better marine contractor on our coast I certainly highly recommend their work, team of qualified staff, and their attention to detail.

Please don't hesitate to give me a call or arrange a meeting if we can provide any further information!

Best Regards,

Sam Chavers

Sam Chavers - Vice President of Marina Jack



January 16, 2017

To whom it may concern:

I would like to extend my personal thanks to you and the tremendous team at Kelly Brothers for your work on the Diversified Yacht Services marina construction project. Kelly Brothers was a true partner throughout the process and was instrumental in the successful completion of this project.

Your company is able to deliver excellent quality, on time and within budget, while not losing sight that safety is a number one priority. I enjoyed working with you and your colleagues. Your staff is highly-skilled with an eye for detail and showed a commitment to quality, which exceeded our high standards.

Kelly Brothers persistence, hard work, knowledge and experience proved invaluable to us and I am extremely pleased with our decision of having selected Kelly Brothers to join us in the construction of this luxury yacht facility. Please feel free to refer any prospective clients, I will gladly provide your company a strong recommendation.

Sincerely,

Jack Jamme - PM

Brooks and Freund, LLC

January 18, 2017

John Manning
District One

Reference for Kelly Brothers, Inc.

Cecil L. Pendergrass
District Two

RE: Punta Rassa Boat Ramp Construction

Larry Kiker
District Three

To Whom It May Concern:

Brian Hamman
District Four

Kelly Brothers, Inc. (KBI) provided construction services for the replacement of the four-lane Punta Rassa Boat Ramp during the second half of 2016. This was a complete rebuild including dock replacement, seawall replacement, upland site work, precast and cast in place ramp components, and armorat scour protection.

Frank Mann
District Five

Roger Desjarlais
County Manager

The site is the single most important ramp access in Lee County and serves a variety of recreational and commercial boating interests. Because of that, we also required that the facility remain operational throughout construction.

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

KBI did an excellent job of understanding our needs and meeting them. When minor issues came up, they were proactive in communicating with us and our engineer and implementing corrective actions. We also changed a number of details mid-project, and KBI was understanding and cooperative in implementing the new requirements. KBI was also able to work safely and effectively despite the requirement to keep the ramp open to public use.

The result was a final product that came in on time and within budget and represents a significant long-term benefit to the boating public of Lee County. We consider KBI to have been an excellent partner on this project and would be pleased to entertain bids from them on any future similar work we might have.

Please feel free to contact me at the phone number or e-mail address below if you need any additional information.

Sincerely,

Stephen Boutelle
Marine Operations Manager
sboutelle@leegov.com
(239) 533-8128



Florida Floats, Inc. 1813 Dennis St. P. (904) 358-3362
dba Bellingham Marine Jacksonville, FL 32204 F. (904) 354-4818
www.bellingham-marine.com

February 1, 2017

To whom it may concern:

I am pleased to provide this letter of recommendation on behalf of Kelly Brothers, Inc., (KBI) for their outstanding work and integrity in the marine construction industry. Our companies have partnered on many prominent projects and work extremely well together, resulting in many satisfied and happy clients. We have had the pleasure to work with Kelly Brothers as a contractor and a vendor; Bellingham Marine both enjoys and highly values our professional relationship.

Their staff are true professionals and take great pride in their work. KBI's outstanding achievements in the industry are possible as a direct consequence of their determination to succeed, professional approach, and their steadfast commitment to deliver a quality product. Customers, subcontractors, vendors and the public are treated with utmost respect and care. Each project poses unique challenges, Kelly Brothers meets each challenge with a positive attitude and overcomes adversity with creative solutions and hard work. Project are completed on time and within budget. Leveraging years of experience, KBI is able to value engineer a project and offer cost savings initiatives while not comprising on quality.

Kelly Brothers has always done an exceptional job and comes highly recommended by Bellingham Marine.

Thanks,

Steve Ryder

Steve Ryder, Manager of Project Development
Bellingham Marine



CECI Group Services
Coastal and Marine Engineering
Environmental and Geological Services
Land and Marine Survey and Mapping
Website: www.coastalengineering.com

A CECI GROUP COMPANY

October 5, 2018

RE: Reference for Kelly Brothers, Inc.

To Whom It May Concern:

I have worked with Kelly Brothers, Inc. (KBI) closely for many years on a variety of different types of projects including shoreline stabilization. We are currently working with KBI on the Ville de Marco West seawall replacement project on Marco Island. During this time, I have found them to be very competent in their undertakings and have demonstrated good communications, strong work ethics and have approached each project as team players. They take a personal pride in completing the project on time and on budget. They go above and beyond to satisfy the client and ensure a quality product.

I am confident in recommending Kelly Brothers, Inc. as a contractor for your project. Feel free to contact me should you have any questions at 239-260-3776.

Sincerely,

COASTAL ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Kincaid', with a large, stylized loop at the end.

Mark A. Kincaid, P.E.
Vice President of Engineering

J:\CEC Reference Request from Contractor\Reference for Kelly Brothers Inc_MAK_20181005.docx

KOKOLAKIS



CONTRACTING

June 13, 2019

Kelly Brothers, Inc.
15775 Pine Ridge Rd.
Fort Myers, FL 33908

RE: City of Clearwater
Wave Attenuator Replacement

Dear Jake:

I want to thank you and your entire Kelly Brothers team for doing a great job on the City of Clearwater Marina project. This was a challenging project with tight pile tolerances and your performance was outstanding. I would gladly recommend you to other clients and look forward to working with you in the future.

Sincerely,

Roderick Voigt
Executive Vice President

FORGING RELATIONSHIPS



TURRELL, HALL & ASSOCIATES, INC.

Marine & Environmental Consulting

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • tuna@thanaples.com

To whom it may concern:

I am pleased to provide this letter of recommendation for Kelly Brothers, Inc.

I have worked with Kelly Brothers, Inc. (KBI) on several diverse projects; most recently on the historic Tin City Waterfront Shops' seawall and boardwalk reconstruction. Tin City's waterfront promenade required major restoration after Hurricane Irma devastated the area causing the seawall and boardwalk to fail. We designed the reconstruction of the seawall and boardwalk and bid the work out to qualified marine contractors. Kelly Brothers was recommended and selected over other bidders for the project due to their experience working in very difficult site conditions, their competitive pricing and heavy equipment needed to perform the complex installation. KBI worked very well with the various business owners to ensure their work had as little impact as possible. Regular site meetings were held and any concerns were promptly, professionally and fairly addressed. The project workmanship was excellent and their dedication to the prompt completion of this \$1.5 million project was greatly appreciated by all.

Consistent with previous work experience, I found their staff to be skilled and knowledgeable. Everyone goes above and beyond to satisfy the client. The quality of the service provided as well as the level of professionalism and integrity demonstrated by their employees is outstanding.

I highly recommend Kelly Brothers for any marine construction project you may be proposing. I am impressed with the quality of their work and will certainly utilize their firm in the future. If you require additional information please contact me at (239) 643-0166 or via email at patrick@thanaples.com.

Regards,

Patrick Scheele, Staff Engineer / Project Manager
Patrick@THAnaples.com



THE CITY OF KEY WEST

201 WILLIAM STREET
KEY WEST, FLORIDA 33040
www.keywestcity.com

Port and Marine Services
(305) 809-3791

June 23, 2017

To whom it may concern:

Kelly Brothers was hired to be the prime contractor for the Mallory Square 20,000 sq. ft. wharf renovation project in 2009. During the construction Kelly Brothers provided the expertise and leadership to make this project run efficiently.

Their crew was highly focused on safety and quality, along with being very skilled in their trades. I commend them for their hard work and dedication. The work was done with care and precision and the project was completed on time and within budget.

The Kelly Brothers management team utilized excellent project management skills to problem solve any issue that arose during the project. Their personnel was knowledgeable and communicative, often anticipating potential issues and working cooperatively with the City to resolve them. I found them to be very honest, straightforward and fair on all issues, which allowed me to make informed decisions keeping the project moving forward and to a successful completion.

I would definitely recommend Kelly Brothers for any marine construction project, large or small. Please feel free to contact me; my office phone number is 305-809-3792.

Sincerely,

A handwritten signature in black ink, appearing to be "Doug Bradshaw", with a long horizontal line extending to the right.

Doug Bradshaw
Port and Marine Services Director



KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Sampling of Project Experience



KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Naples Municipal Pier Restoration Naples, Florida

Kelly Brothers (KBI) was contracted to restore the City of Naples' 120 year old landmark pier using heavy timber framing and IPE hardwood decking. The renowned pier is 12' x 1000' long and has more than 1,800 boards. The pier substructure and decking were pre-fabricated in 30' sections at our site in Fort Myers, then loaded on our barges and shipped to the construction site in Naples. The demolition and reconstruction work was done using barges and a crane, taking off the old decking in sections and then installing the pre-fabricated sections. Work also included the installation of new electrical and plumbing services along with renovations to the concession area and multiple covered fish cleaning stations. Over one million tourists visit the Naples Pier each year.

Location:

25 12th Avenue South
Naples, FL

Owner:

City of Naples

Engineer:

TKW Consulting Engineers
5621 Banner Drive
Fort Myers, FL 33912

Contract:

Subcontract

Prime Contractor:

Manhattan Construction
3940 Prospect Avenue
Unit 101
Naples, FL 34101

Date Completed:

October 2015

Final Contract Amount:

\$640,620.18





KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Boca Bay Fishing Pier Replacement Boca Grande, Florida

Kelly Brothers (KBI) demolished the existing 2,900 sq. ft. fishing pier and constructed a 10' x 160' long access dock with a 50' x 18' terminal platform, and a five-step mooring platform. All of the demolition, material staging, and reconstruction work was completed off of KBI's 30' x 120' barge due to limited access to the jobsite via land. The new structure was constructed to endure the South Florida elements with large 4" x 16" cap boards, 3" x 12" stringers, and Durasleeve wrapped 12" wood pilings. In addition, "Mother Nature Resistant" WearDeck composite decking was used for the deck and handrails. The entire project took nine weeks to complete.

Location:

763 South Harbor Drive
Boca Grande, FL 33921

Owner:

Boca Bay Master Association, Inc.

Engineer:

Hans Wilson & Assoc., Inc.
1938 Avenue
Fort Myers, FL 33901

Contract:

Prime

Date Completed:

November 2019

Final Contract Amount:

\$333,156.90



15775 Pine Ridge Road, Fort Myers, FL 33908
P: (239) 482-7300 • F: (239) 482-8014
www.kellybros.net

Boca Grande Isles, 16th Street Bridge

Boca Grande, Florida

Kelly Brothers (KBI) was contracted to demolish and replace the 16th Street Bridge and related infrastructure by the Boca Grande Isles' Property Owners Association. This privately-owned bridge is the only access to Boca Grande Isles. Therefore, the bridge construction is being done in phases to allow for a single 10' access lane with traffic flow controlled via temporary traffic signals. KBI's work includes vibration monitoring of four homes near the work site as well as the existing bridge structure. The project consists of 132 linear ft. of 18" test piles, 1,600 linear ft. of 18" production piles, 3,700 sq. ft. of temporary steel sheets, 9,000 sq. ft. of permanent steel sheet piles with concrete fascia, and utility lines for water, Comcast and Century Link services. The project is being built from two barges, a work barge and a material barge due to the lack of a staging area. In addition, KBI worked with the property owners to redesign the bridge foundation supports for a cost savings initiative (CSI) of approximately \$750,000.

Location:

1599 Jose Gaspar Drive
Boca Grande, FL

Owner:

Boca Grande Isles
Property Owners Association

Engineer:

Kisinger Campo & Associates
201 Franklin Street
Suite 400
Tampa, FL 33602

Contract:

Prime

Substantial Completion Date:

March 2020

Current Contract Amount:

\$3,675,902.75





KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Naples City Dock Naples, Florida

Kelly Brothers (KBI) completed work on the prestigious Naples' City Dock reconstruction. The work consisted of dredging, demolition/disposal of 19,490 sq. ft. existing wooden fixed docks, overwater buildings, and fend off piles. Along with demo, work included the installation of 21,262 sq. ft. of new concrete floating docks, installation of 3,571 sq. ft. of heavy timber & IPE fixed docks, reconstruction of three overwater/floating buildings, design-build fuel system, and all utilities (fire, water, electric and waste). Dock boxes, signage and fish cleaning stations were provided as part of the finishing touches for this new and improved docking facility for the City of Naples. KBI worked in conjunction with the City of Naples utilizing the City's direct purchase program to generate a sales tax savings for the project. This multi-million dollar project was completed on time and under budget.

Location:

735 8th Street South
Naples, FL

Owner:

City of Naples

Engineer:

Turrell, Hall & Associates, Inc.
3584 Exchange Avenue
Suite B
Naples, FL 34104-3732

Contract:

Prime

Date Completed:

February 2018

Final Contract Amount:

\$5,901,805.05



15775 Pine Ridge Road, Fort Myers, FL 33908

P: (239) 482-7300 • F: (239) 482-8014

www.kellybros.net



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tampa Yacht & Country Club, Phase II Tampa, Florida

Kelly Brothers (KBI) was contracted to complete the dock demolition and reconstruction for this prestigious yacht and country club, ranked among the nation's top 15 private yacht clubs. The demolition included concrete, timber and aluminum dock; the installation includes 3,200 sq. ft. of fixed dock with IPE decking and stainless steel cable railing, 2,169 sq. ft. of concrete floating dock with 14" x 45' concrete piles drilled into 20' of rock. The floating dock has all stainless steel weldments and state of the art fiber reinforced thru rods. The work also includes the installation of four boat lifts, fender piles, channel markers and associated electric, fire and water systems through the fixed and floating docks.

Location:

5320 Interbay Blvd.
Tampa, FL

Owner:

Tampa Yacht & Country Club

Engineer:

Turrell, Hall, & Associates, Inc.
3584 Exchange Ave, Suite B
Naples, FL 34104

Contract:

Prime

Date Completed:

January 2017

Final Contract Amount:

\$1,005,543.62



15775 Pine Ridge Road, Fort Myers, FL 33908

P: (239) 482-7300 • F: (239) 482-8014

www.kellybros.net



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Charter Club Resort of Naples Bay Naples, Florida

Kelly Brothers (KBI) completed the construction of a 1,315 sq. ft. over-water fixed dock with Weardeck (composite) decking and handrails for this resort complex. It included four boat slips and fishing pier with two fishing/entertainment platforms. Sixty-two piles, varying in length from 16 ft. to 35 ft., were installed penetrating six ft. of solid rock using KBI-owned specialty equipment. Dock utilities included LED dock lighting, underwater fish lights, power pedestals, and water supply for each slip. Construction took approximately nine weeks to complete and finished ahead of the scheduled timeline.

Location:

1000 10th Ave. S.
Naples, FL

Owner:

Charter Club of Naples Bay
Owners Association, Inc.

Engineer:

Turrell, Hall & Associates, Inc.
3584 Exchange Ave
Naples, FL 34104

Contract:

Prime

Date Completed:

May 2019

Final Contract Amount:

\$265,335.00





KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tarpon Point Marina, Phase I and II Cape Coral, Florida

Kelly Brothers (KBI) was contracted by Bellingham Marine, the design-build contractor, to assemble and install over 7,800 sq. ft. of concrete Unifloats® in Phase I of this marina's planned expansion. The work included piles, pile driving, pile caps walers, cleats, fendering, gangways, and a 2,000+ sq. ft. fixed public access pier.

Phase II expanded the fixed dock area an additional 4,450 sq. ft. by means of heavy timber framing and Tandek composite decking and hand rails. The project also included the installation of 6,500 sq. ft. of Bellingham concrete floating dock with concrete pilings measuring up to 18" x 50'. The entire floating dock was finished and trimmed with composite decking and fascia.

Location:

5850 Silver King Blvd.
Cape Coral, FL

Owner:

Freeman & Hasselwander
Resort Properties, LLC

Contract:

Phase I: Subcontract
Phase II: Subcontract

Engineer, Phase I:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Prime Contractor, Phase I:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Engineer, Phase II:

Coastal Engineering Consultants
3106 S Horseshoe Drive
Naples, FL 34104

Prime Contractor, Phase II:

Kybro Contracting Group, Inc.
4637 Vincennes Blvd., Suite 2
Cape Coral, 33904

Date Completed:

Phase I: January 2015
Phase II: October 2016

Final Contract Amount:

Phase I: \$298,049.00
Phase II: \$486,419.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tom Adams Bridge, Phase II Englewood, Florida

Kelly Brothers (KBI) was contracted by Quinn Construction to install the new Tender House foundation, The project consisted of furnish and install one fully monitored 24" concrete test pile at 85' long, furnish and install nine 24" production piles 65' each, form and pour 11 cubic yards of seal concrete, furnish and install 21,000 lbs. of substructure reinforcing steel, and form and pour 75 cubic yards of Mass Substructure Concrete in the open waters of Lemon Bay.

Location:

1400 Beach Road
Englewood, FL

Owner:

Charlotte County

Architect:

Hardesty & Hanover, LLC
18302 Highwoods Preserve Pkwy
Suite #114
Tampa, FL 33647

Contract:

Subcontract

Prime Contractor:

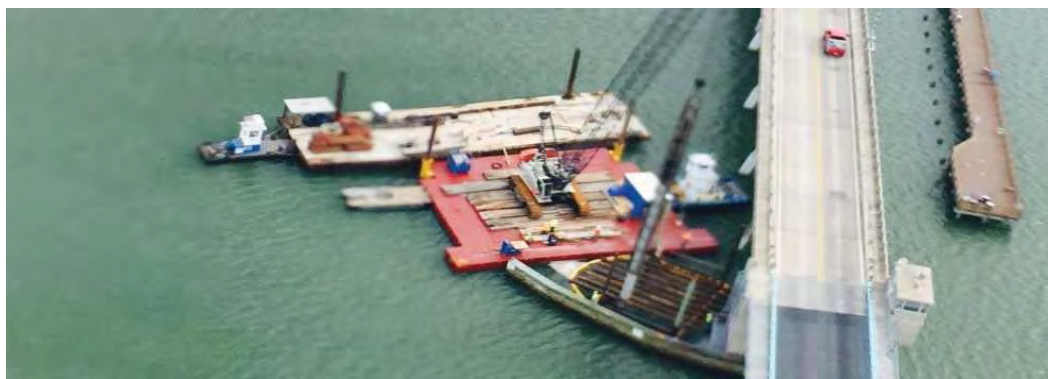
Quinn Construction
1321 77th Street East
Palmetto, FL 34221

Date Completed:

June 2016

Final Contract Amount:

\$670,226.02



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Arcadia Bridge FDOT T1A07

Arcadia, Florida

Kelly Brothers (KBI) was contracted to install 1,700 LF of pre-stressed concrete pile in the construction of the bridge of Joshua Creek. KBI also is responsible to pre-form 765 linear ft. of pile holes, form and pour 540 cubic yards of concrete, place 100,000 lbs. of reinforcement steel, and form and pour 511 linear ft. of 32" F-slope traffic rail.

Location:

SR 35 (US17)
Bridge over Joshua Creek
Arcadia, FL

Owner:

Florida Department
of Transportation (FDOT)

Architect:

Dewberry Bowyer Singleton
520 S Magnolia Avenue
Orlando, FL 32801

Contract:

Subcontract

Prime Contractor:

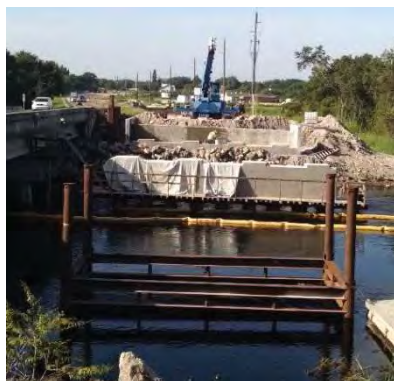
Conalvias USA, LLC.
1001 Cypress Creek Road
Suite 200
Fort Lauderdale, FL 33309

Date Completed:

July 2017

Final Contract Amount:

\$1,271,853.54



Maximo Marina, Phase I and II St. Petersburg, Florida

Kelly Brothers (KBI) demolished and installed 500 linear ft. of ESP 26.1 composite sheet pile wall and commercial seawall cap, along with 2,900 sq. ft. of fixed docks, and 8,900 sq. ft. of floating docks. The floating dock system was secured with 24 concrete piles, 45 feet in length. Both dock systems were completed with full utilities, including water, electric, and sewer pump out. In addition, the 35-slip floating concrete dock system included a fire suppression system to support live-aboard vessels. Project also included 2,500 cubic yards of dredging and all upland site work and paving.

Location:

4801 37th Street South
St. Petersburg, FL

Owner:

Lincolnshire Maximo LLC

Engineer:

Turrell, Hall & Associates, Inc.
3584 Exchange Avenue
Suite B
Naples, FL 34104-3732

Contract:

Prime

Date Completed:

Phase I: October 2014
Phase II: April 2015

Final Contract Amount:

Phase I: \$1,849,135.58
Phase II: \$813,308.76





KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Marina Jack, Phase I, II, III and IV Sarasota, Florida

Kelly Brothers (KBI) worked on multiple phases of seawall and dock system improvements with this prestigious marina complex. Work included demolition of the concrete dock system and installation of over 7,200 sq. ft. of Bellingham Floating Docks. Also installed were twenty (20) 18" square x 40' long FDOT concrete piles and thirteen (13) 12" x 35' long timber mooring piles.

Location:

2 Marina Plaza
Sarasota, FL

Owner:

Marina Jack Holdings, LLC

Engineer:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Contract:

Phase I, II, III: Prime
Phase IV: Subcontract

Date Completed:

Phase I: June 2006
Phase II: February 2009
Phase III: July 2012
Phase IV: November 2012

Final Contract Amount:

Phase I: \$838,945.00
Phase II: \$179,754.00
Phase III: \$165,775.00
Phase IV: \$14,676.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Diversified Yacht Services Fort Myers Beach, Florida

Kelly Brothers (KBI) was contracted to completely renovate this marina, which caters to luxury yachts of all sizes. This work included a 150-ton travel lift, a land bridge in order to transverse the roadway, 250 linear ft. of 25' long AZ-14-770 steel sheet pile bulkhead with a 2' by 2' concrete cap, 65 linear ft. of 14" by 65' FDOT prestressed concrete king piles placed approximately every 4.5', concrete floating dock, fixed dock, and 1,700 cubic yards of mechanical dredging.

Location:

751 Fisherman's Wharf
Fort Myers Beach, FL

Owner:

Diversified Yacht Sales, Inc.

Engineer:

Hans Wilson & Associates
1938 Hill Avenue
Fort Myers, FL 33901

Contract:

Subcontract

Prime Contractor:

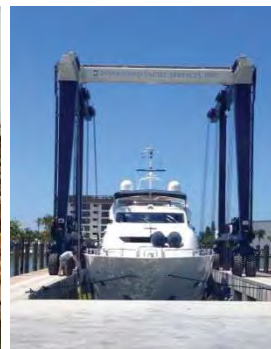
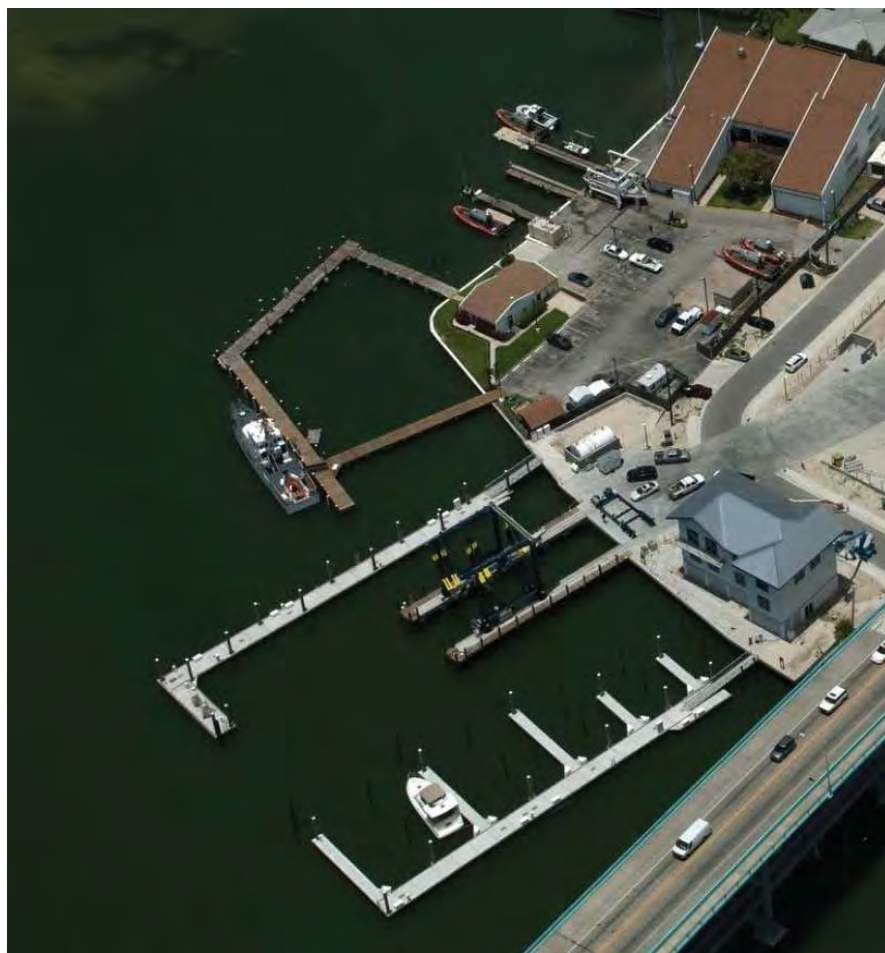
Brooks & Freund, LLC
5661 Independence Circle
Suite 1
Fort Myers, FL 33912

Date Completed:

October 2012

Final Contract Amount:

\$1,805,054.01



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Punta Rassa Boat Ramp Fort Myers, Florida

Kelly Brothers (KBI) was contracted to renovate the most widely used public boat ramp facilities in Lee County. The project was completed in two phases to keep the facility open during construction due to the heavy use. KBI installed two 26' x 73' concrete panel boat ramps, 2,400 sq. ft. of armormat scour protection, 2,260 sq. ft. of fixed dock with composite decking along with 26 linear ft. of bulkhead. Work also included upland site work and environmental protection during the construction.

Location:

15001 Punta Rassa Rd
Fort Myers, FL 33908

Owner:

Lee County BOCC

Engineer:

Coastal Engineering Consultants
3106 S Horseshoe Drive
Naples, FL 34104

Contract:

Prime

Date Completed:

December 2016

Final Contract Amount:

\$609,840.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Marathon Marina and Resort Marathon, Florida

Kelly Brothers (KBI) was contracted by Bellingham Marine to design / build a new 8' x 100' fixed concrete pier and 5' x 20' concrete finger pier as part of the renovation project for Marathon Marina. Included in KBI's scope was the demolition of the existing concrete pier, fuel platform and office building. KBI also drove 38 steel anchor pipe piles with HDPE sleeves for the concrete floating dock system.

Location:

1021 11th Street Ocean
Marathon, FL

Owner:

Marathon Marina and Resort

Engineer:

Coastal Engineering Consultants
3106 Horseshoe Dr. S.
Naples, FL 34104

Contract:

Subcontract

Prime Contractor:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Date Completed:

August 2016

Final Contract Amount:

\$567,887.36



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Regatta Landing Naples, Florida

Kelly Brothers (KBI) was contracted to install a 6,685 sq. ft. docking facility, which included 26 slips of varied length, four access ramps, and a kayak launch. KBI was responsible for dredging, mangrove trimming, installing piles in subsurface rock conditions, and building the docks with composite decking; wire railing upgrades and dock boxes completed the project. The contract also encompassed the installation of all new utilities including electric, plumbing, and fire. The dredge work involved the removal and disposal of approximately 1,869 cubic yards of spoils including rock removal.

Location:

1700 Windstar Blvd.
Naples, FL

Owner:

Standard Pacific &
Florida GP, Inc.

Engineer:

Turrell, Hall & Associates, Inc.
3584 Exchange Avenue
Suite B
Naples, FL 34104-3732

Contract:

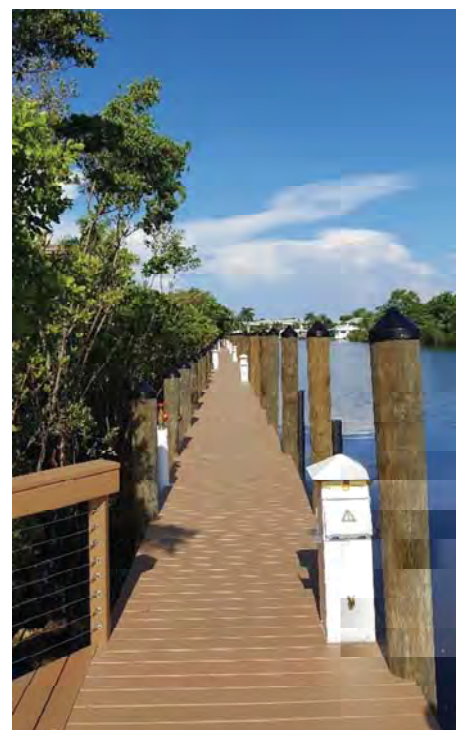
Prime

Date Completed:

November 2017

Final Contract Amount:

\$1,082,923.40



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Villa de Marco West Marco Island, Florida

Phase I of the project consisted of installing a 365 linear ft. cantilever steel sheet pile (SSP) wall with a concrete curtain wall and cap replacing the concrete seawall obliterated during Hurricane Irma. The Z-profile SSPs, ranging in length from 40' to 52', were installed to top of rock; damaged piers, concrete blocks, landscaping, and other hurricane debris were removed from the alignment. Once the seawall was secured, a 2' deep x 4' tall concrete curtain wall, spanning the tidal zone, was poured along the entire face followed by a 3' x 2.5' concrete cap. Additionally, a 40 linear ft. section of SSP toe wall was constructed 20' below water for scour counter measures. An engineered cathodic protection system was installed consisting of 34, 240 lb. aluminum anodes welded along the seawall face and toe wall. During all SSP installation the exposed building was monitored for vibrations and observed for settlement by a third-party surveyor. The steel sheet piles were successfully driven into place without causing any added duress on the already precarious structures.

Phase II of the project, currently underway, consists of filling in behind the new seawall with locally dredged sand, rebuilding the fishing pier and resident finger docks, along with restoring a 12,000 sq. ft. area in front of the seawall with fill and securing it with armor mat for scour protection. Timber dock and mooring piles ranging from 25 linear ft. to 50 linear ft. will be installed in their previous footprint with all new composite decking. The fishing pier located at the point will encompass grout filled steel pipe piles wrapped with HDPE sleeves, composite decking, IPE railing, ADA accessible ramps and viewpoints, and a fish cleaning table.

Location:

1206 Edington Place
Marco Island, FL

Owner:

Ville De Marco West, A
Condominium, Inc.

Engineer:

Coastal Engineering Consultants
3106 South Horseshoe Dr.
Naples, FL 34104

Contract:

Prime

Estimated Completion Date:

March 2020

Current Contract Amount:

\$4,202,060.41



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

CGC1519780

City of Fort Myers Yacht Basin Fort Myers, Florida

Kelly Brothers (KBI) was contracted by the City of Fort Myers for a pile replacement project located at the Fort Myers Yacht Basin, a Marina located on the Caloosahatchee River in historic downtown Fort Myers. KBI removed 58 deteriorated timber pilings along A, B, and F Docks and installed new pilings ranging from 12" to 14" in diameter and 35' to 40' in length. This is one of many new construction and maintenance projects completed by KBI for the City of Fort Myers at the Fort Myers Yacht Basin.

Location:

1300 Lee Street
Fort Myers, FL

Owner:

City of Fort Myers

Engineer:

W. Dexter Bender and Associates, Inc.
2052 Virginia Avenue
Fort Myers, FL 33901

Contract:

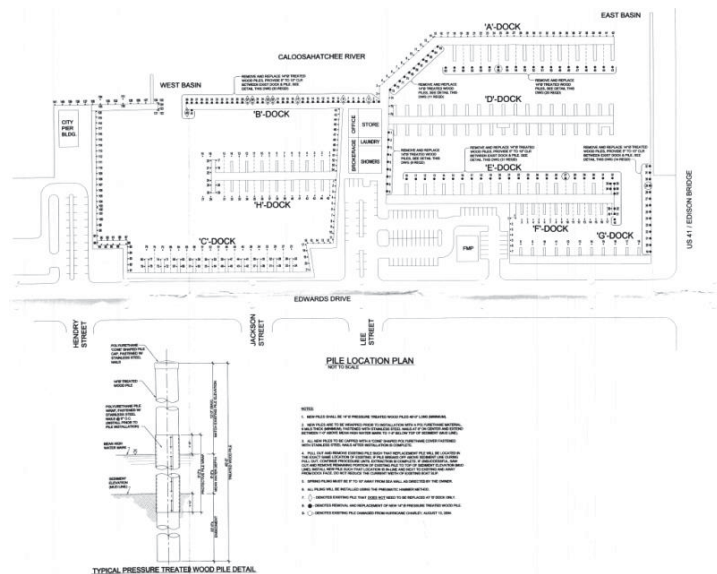
Prime

Date Completed:

October 2014

Final Contract Amount:

\$82,187.25



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Clearwater Harbor Marina Clearwater, Florida

Kelly Brothers Inc. (KBI) was subcontracted to remove and dispose of the storm damaged north wave attenuator and its associated piles. Work also included the installation of a new wave attenuator/fishing pier, the pipe piles to secure the unit, and the associated handrails and gangway.

Three 24" x 50' concrete piles were extracted and secured on KBI's company-owned 140' x 40' barge. With the damaged 12' x 100' wave attenuator in tow the barge returned to our staging yard in Fort Myers Beach where the items were then cut into manageable sections, loaded into dumpsters and properly disposed of in the local landfill.

The 100' x 14' replacement wave attenuator consisted of two sections, each weighing 85,000 lbs. The sections were transported to a travel lift facility in Tarpon Springs where they were launched, assembled, then transported to Clearwater and temporarily anchored. A track-mounted drill rig was utilized to drill four (4) 30" x 54' deep holes for accurate pile placement in rocky soil conditions. Once the pre-formed holes were complete the new wave attenuator was moved to its permanent location where it was secured between temporary wood piles. The four (4) 30" x 70' steel pipe piles were then lifted and set into place with an 80 ton crane. A V35 vibratory hammer was used to drive pipe piles to the required pile penetration depth of -54' MLW. After all piles were permanently set the wave attenuator handrails were installed and a 14' x 7' gangway was set in place to access the dock.

Location:

210 Drew Street
Clearwater, FL

Owner:

City of Clearwater

Engineer:

Erickson Consulting Engineers
7201 Delainey Court
Sarasota, FL 34240

Contract:

Subcontract

Prime Contractor:

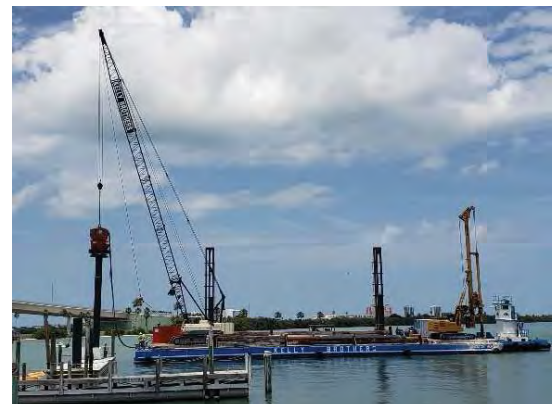
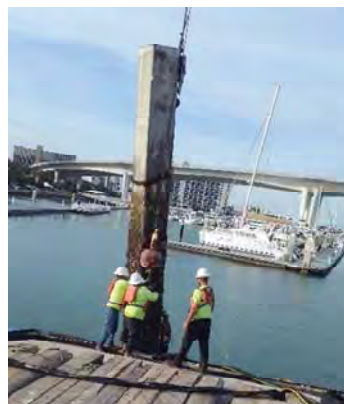
J. Kokolakis Contracting Inc.
202 E. Center Street
Tarpon Springs, FL 34689

Date Completed:

May 2019

Final Contract Amount:

\$373,284.33



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tin City Naples, Florida

Kelly Brothers (KBI) was the construction team responsible for the waterfront restoration of Tin City after Hurricane Irma caused massive seawall and boardwalk damage at this historical restaurant and shopping complex. The project started with the demolition of the failed seawall and boardwalk. The new 392 linear ft. of seawall was constructed as a resilient H-Pile Combi-Wall. Steel H-piles were drilled deep into rock, steel sheet piles were driven into the rock, all topped with concrete cap. The seawall was engineered to cantilever on its own; independent of tie backs. Zinc anodes were welded onto the steel sheet piles below the water line. Over 1,900 sq. ft. of new IPE boardwalk was installed, supported seaside by the concrete cap and landward by new pressure treated pilings driven into the land. Over 400 LF of hand railing was also installed. Two mooring facilities were constructed with 14" wood fender piles, along with the removal and replacement of a floating dock. Construction of two decks, backfill restoration and utilities were also part of the KBI's responsibilities in the restoration efforts.

Location:

1200 5th Ave. S
Naples, FL

Owner:

Herbert Chas Pohlmann Jr.

Engineer:

Turrell, Hall & Associates
3584 Exchange Ave., Suite B
Naples, FL 34104

Contract:

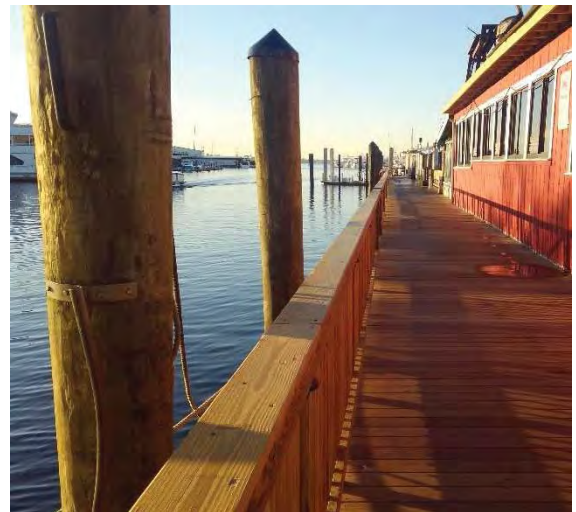
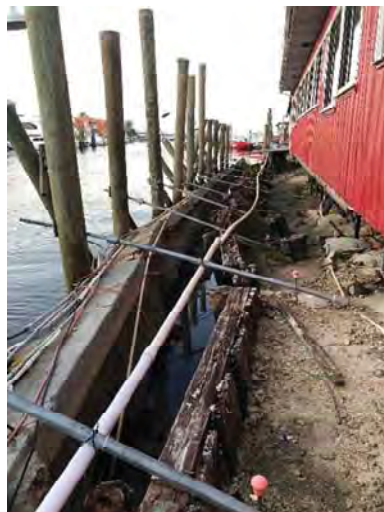
Prime

Date Completed:

December 2018

Final Contract Amount:

\$1,547,311.03



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KELLY BROTHERS, INC.
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Mallory Square Wharf Key West, Florida

Kelly Brothers (KBI) was the prime contractor on the wharf replacement for the City of Key West. The project consisted of the demolition of the existing wharf and construction of new docking facilities including electrical and plumbing work. The wharf construction involved approximately 2,250 sq. ft. of heavy commercial precast concrete decking, concrete piles, cap, and two (2) 100 ton bollards with 6 drill shafts per bollard.

Location:

1 Whitehead Street
Key West, FL

Owner:

City of Key West

Engineer:

CH2M Hill
6410 5th Street, # 2A
Key West, FL 33040

Contract:

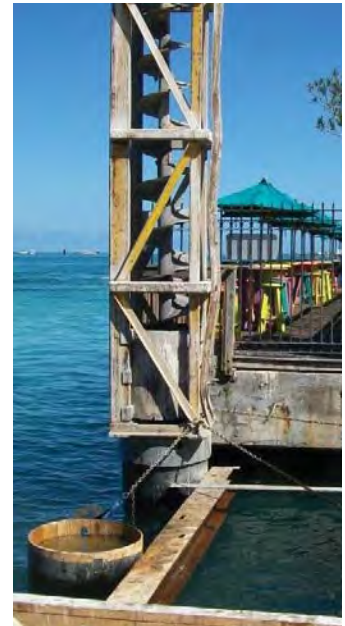
Prime

Date Completed:

March 2010

Final Contract Amount:

\$2,917,001.30





KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Licensing & Insurance Certificate



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KELLY, DANE P

KELLY BROTHERS, INC
15775 PINE RIDGE ROAD
FORT MYERS FL 33908

LICENSE NUMBER: CGC1519780

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KELLY, TRAVIS EDWARD

KELLY BROTHERS INC
9160 BUTTERFLY CIRCLE
FORT MYERS FL 33919

LICENSE NUMBER: CGC1528509

EXPIRATION DATE: AUGUST 31, 2020

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KELLBRO-01

D2KKERSTING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730
AssuredPartners of Florida, Tampa
4600 West Cypress Street #550
Tampa, FL 33607

CONTACT Kelly Kersting

NAME:

PHONE (A/C, No, Ext): (813) 465-7939

FAX (A/C, No): (813) 983-2958

E-MAIL ADDRESS: kelly.kersting@assuredpartners.com

INSURED

Kelly Brothers, Inc.
15775 Pine Ridge Rd.
Fort Myers, FL 33908

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Atlantic Specialty Insurance Company

27154

INSURER B: Navigators Insurance Co

42307

INSURER C: Signal Mutual Indemnity Association Lts

INSURER D: Atlantic Specialty Ins. Co.

27154

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR		B5JH26203	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						POLLUTION \$ 1,000,000
	AUTOMOBILE LIABILITY					
	☒ ANY AUTO		7530235800005	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	NY18LIA15079701	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000
	DED ☐ RETENTION \$ ☐					AGGREGATE \$ 5,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☒ N	51400	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented		B5JH26203	10/1/2019	10/1/2020	Deductible \$5000
D	P&I		B5JH26204	10/1/2019	10/1/2020	Combined BI&PD
						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability is Marine General Liability form. Umbrella is Bumbershoot form extending over MGL, P&I, Auto and Employers Liability. RE Marine General Liability certificate holder is additional insured with waiver of subrogation regarding work performed by the named insured and only to the extent required by written contract. Bumbershoot follows form

USL&H - Signal Mutual Indemnity policy# 51400 10/1/2019 - 10/1/2020

MEL - Underwriters at Lloyds policy# F10M1M16140419 10/1/2019 - 10/1/2020 - this policy satisfies the "Jones Act" requirement
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: KELLBRO-01

D2KKERSTING

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners of Florida, Tampa		License # L077730	NAMED INSURED Kelly Brothers, Inc. 15775 Pine Ridge Rd. Fort Myers, FL 33908 Lee
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
\$1,000,000 any one accident or illness, including indemnity and expenses of investigation and defense and including the deductible.
Deductible \$25,000 any one accident or illness

VII. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Dane Kelly, President
(Print individual's name and title)

for: Kelly Brothers, Inc.
(Print name of entity submitting sworn statement)

at: 15775 Pine Ridge Rd., Ft. Myers, FL 33908
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):
59-2069592
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:
NA
(SSN)

by the individual signing this sworn statement:

(Signature) Dane Kelly, President

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Marie Geschlomen

Sworn to and subscribed before me this 13th day of April, 20 20

Personally known X or produced identification _____

Type of Identification

Notary Public, State of Florida

My commission expires: 2/11/2023

Ann Marie Aeschliman
(Printed, typed, or stamped commissioned name of Notary Public)



ANN MARIE AESCHLIMAN
Commission # GG 300275
Expires February 11, 2023
Bonded Thru Budget Notary Services



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Addenda



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

Merry Pier Restoration

Issued March 06, 2020

*Note that this Addendum **DOES** change the bid due date and time as stated in the above referenced RFB. Sealed bids must now be received by 10:00 AM on April 10th, 2020, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.*

- 1) As stated in the above note, the Bid Deadline for this project is extended to April 10, 2020 at 10:00 AM.**
- 2) The City has revised the Bid Form for this project. Please see attached Updated Bid Form.**
- 3) Sheets 3 and 4 of the Bid Plans for this project are deleted and replaced with the attached Sheets 3 and 4. A set of plans with a smaller file size has been uploaded to the City's web page. This smaller plan set includes the updated Sheets 3 and 4.**
- 4) Please see attached inspection report dated October 16, 2019 for the 7th Avenue and 11th Avenue bid Alternates.**
- 5) Please see attached as-builts for the 7th Avenue and 11th Avenue piers.**
- 6) The structural pile jacket underneath the building at Merry Pier is removed from the scope of work for this project.**

- 7) **Are there any soil studies or information where these piles are being driven? None seem to be provided.**
- a. Please see attached Geotechnical Engineering Services Report by Tierra, Inc.
- 8) **Plans are vague on where 8" tip piles and star piles are to be driven and replaced. Can you provide clarifications on locations of these piles and drive depths?**
- a. Star Piles are to be installed for interior piles. 8" Tip piles are to be installed along the exterior of the pier and finger piers. See the existing pile plan on page 16 of the plans? The existing footprint of the pier is not to be modified.
- 9) **How much of lower landing in Phase 1B is to be replaced?**
- a. The entire lower landing is to be replaced in Phase 1B.
- 10) **What are the specs on the structural piles? How are these to be built what manufacturers jacket? Concrete and Rebar Specs?**
- a. See item No. 7 above.
- 11) **We are just replumbing existing pump-outs correct. If new pump outs will need model #'s etc.**
- a. The replacement of the existing pump-out is not included in the scope for this project.
- 12) **Can they populate the bid sheet with #'s of piles and Square footages? ETC. Also there is a lot of replacement items that don't really have an itemized area on bid sheet. Where should we add these items?**
- a. Please see Updated Bid Form. Unit prices are no longer required.
- 13) **Any better pictures or drawings on the building foundation and pilings so we know what we are replacing underneath? (Clips Brackets, bolts etc.)**
- a. See item No. 7 above.
- 14) **Overall Clarification on Scope of work to be completed.**
- a. See Updated Bid Form. The City is requesting a lump sum base bid price to repair and replace Merry Pier as specified in the plans. Additionally, the City is requesting three alternate bids, as described on the Updated Bid Form, for a full tear down replacement of Merry Pier, a full tear down replacement of the Pier at 11th Avenue, and repairs to the Pier at 7th Avenue.
- 15) **Confirm that a Bid Bond is not required for the above-mentioned Bid Submission due on 3/13/2020.**
- a. A bid bond is not required for this project.

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial DK



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 2

Merry Pier Restoration

Issued April 08, 2020

*Note that this Addendum DOES change the bid due date and time as stated in the above referenced RFB. **Sealed bids must now be received by 10:00 AM on April 14th, 2020. Bids will now be opened at 10:00 AM on April 15th, 2020.** See item 1 below for updated bid submittal and opening information.*

- 1) **Due to the ongoing COVID-19 pandemic, the City is implementing updated bid submittal and bid opening policies.**
 - a. **Bids must now be received by 10:00 AM on Tuesday, April 14th, 2020.**
 - b. **The City is accepting and prefers electronic bid submittals. Bids may be submitted online at the following address:**

<https://filerequestpro.com/up/spb-bids>

Bids submitted to this address are time-stamped and any electronic bid that is submitted and time-stamped after the deadline will not be accepted. Bids submitted via this website will remain inaccessible until the time of the bid opening. Bidders cannot see the bids submitted by other bidders.

- c. **Physical bids may still be delivered to the Office of the City Clerk, however, the City prefers electronic bid submittals. The City has installed a drop box outside the southern entrance of City Hall for the submittal of physical bids. This drop box will be emptied**

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial _____ DK _____

at 10:00 AM on April 14th, 2020. Any physical bids not placed in the drop box by this deadline will not be accepted.

- d. The bid opening date and time has also been adjusted due to COVID-19. According to the CDC, the virus can survive on cardboard/fibrous material for up to 24 hours. In light of that information, hard copy bids received by the deadline will be stored in the Office of the City Clerk. Bids will remain locked in the Clerk's office until Wednesday, April 15th, 2020 at 10:00 AM, at which point they will be publicly opened and read. Electronic bids will be also be accessed at this time, and electronically opened and read.
- e. Due to the Governor's Safer-at-Home Executive Order, City Hall is closed to the public. In order to allow the public to witness the bid opening, the City will be broadcasting the bid opening via Zoom meeting. The Zoom meeting may be accessed by the public using the following information:

Meeting Phone Number: 929-205-6099

Meeting ID: 289-691-137

Meeting Link: <https://zoom.us/j/289691137>

- 2) **How many LF of ADA compliant handrail is to be replaced?**
 - a. There is 43 LF of ADA compliant handrail that is to be replaced.
- 3) **CPVC is spec'd for water piping is this correct. This piping is very sensitive to sunlight which it will be exposed to.**
 - a. The pressurized piping is to be installed under the deck, concealed behind the dock supports. It is not to be installed in direct sunlight. If contractor believes another product is better suited, i.e. PEX, please provide as bid alternative.
- 4) **What are the spec's for the piping to be used for the sewage pump-outs?**
 - a. The waste piping is to be PVC, installed under the deck, concealed behind the dock supports. It is not to be installed in direct sunlight.
- 5) **Please provide plan sheets GFY-1 and GFY-2 by George F. Young dated 4/10/1998, as noted on Plan sheet 2. Unless this note refers to plan sheets GFY-5 and GFY-7 of 7? Please clarify.**
 - a. Any references to Plan Sheets GFY-1 and GFY-2 are to be replaced with GFY-5 and GFY-7, respectively.
- 6) **Will a Geotech report be provided? If not, can a Rock clause be added?**
 - a. A Geotech report has been provided as part of Addendum #1. Unforeseen conditions encountered during construction will be addressed on a case by case basis.

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial _____ DK _____

7) Note 6 on Addendum #1 states: “The structural pile jacket underneath the building at Merry Pier is removed from the scope of work for this project. But when I look at the revised plan sheets 3 and 4 the structural pile jackets (4) are still required. Can you provide clarification?

- a. The four (4) structural pile jackets that are shown on sheets 3 and 4 of the updated plans are no longer to be included in the scope of work for this bid.

8) Number 8 of addendum #1 states: “Plans are vague on where 8” tip piles and star piles are to be driven and replaced. Can you provide clarifications on locations of these piles and drive depths? a. Star Piles are to be installed for interior piles. 8” Tip piles are to be installed along the exterior of the pier and finger piers. See the existing pile plan on page 16 of the plans? The existing footprint of the pier is not to be modified.”

There is not a quantity for the piles that require being replaced with STAR piles. Is there an inspection report for Merry Pier that list the piles that are to be replaced under the main pier?

- a. Please see attached Inspection Report. Only those pilings that are identified on the plans or in the attached report are anticipated to be replaced.

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial _____ DK _____



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 3

Merry Pier Restoration

Issued April 09, 2020

*Note that this Addendum does not change the bid due date and time as stated in Addendum #2, issued April 8th, 2020. **Sealed bids must still be received by 10:00 AM on April 14th, 2020. Bids will be opened at 10:00 AM on April 15th, 2020.** See Addendum #2 for updated bid submittal and opening information.*

- 1) **Catwalk/Shrimp Tank/Gangway Repairs detail on sheet #8 calls for HGD? Is this correct?**
 - a. All references to HGD (hot dipped galvanized) are to be replaced with 316 Stainless Steel. All hardware material is intended to be 316 Stainless Steel.
- 2) **Is the “catwalk” detail on sheet 8 the same thing as finger #6?**
 - a. Yes
- 3) **Please provide a detail and specs for the 12” star pile. Manufacturer?**
 - a. The “star pile” referenced on the plans shall be a Shoreline Plastics 12” EcoPile, or approved equivalent product.
- 4) **There are existing piles under the building that are not shown on the plan. Do ALL piles under the building get wrapped with a fiberglass jacket or ONLY the ones shown on the plan? What is the size of piles under the building? The pile under the building, next to the main dock, is ‘shown’ to be replaced per the graphic in the plans but the note says to clean and wrap with fiberglass jacket...please clarify.**

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial ___DK_____

- a. Structural piles under the building are no longer included with this bid.
- 5) **What is the minimum embedment for (8) the mooring piles on the SE corner of the project?**
 - a. Minimum 12' embedment depth.
- 6) **No elevations are shown on the plans. What is the mudline elevation? What is the MHW elevation?**
 - a. The mudline elevation varies throughout the project. The MHW elevation is 1.98 ft above MLLW.
- 7) **The Scope of Work notes on sheet #6 references an Engineering Report. Can you provide this report?**
 - a. Please see report included with Addendum #2.
- 8) **Is the boat lift between fingers #2 & #3 to be removed, stored and re-installed?**
 - a. The boat lift between fingers #2 & #3 is to remain, if possible. If the boat lift must be removed to perform the remaining items for this project, it is to be removed, stored, and reinstalled.
- 9) **There are existing piles on finger #6 that are not shown on the plan. Please advise if these are to remain or be replaced.**
 - a. The existing piles for finger pier #6 are to be replaced.
- 10) **What are the 'doughnuts' shown along the main dock in between the fingers? New fender piles (plan sheet 3)?**
 - a. These "doughnuts" are new piles. See the callout at the top of plan sheet 3 that indicates "Install new piles (typ) extend 40" above deck w/ plastic cap. Minimum 12' embedment butt down typ."

Acknowledge receipt of this addendum by initialing and including this page with the submittal.

Initial ____DK_____

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2020-XX: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental fiscal year 2020 budget appropriations.

Date: April 28, 2020

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The intent of this ordinance is to recognize various changes since adoption of the fiscal year 2020 budget on September 17, 2019. The items described below net to a collective budgetary gain of \$539,516 for fiscal year 2020.

- a. The City entered into a grant agreement with the Department of Environmental Protection on September 23, 2019 to evaluate the impacts of sea level rise on City-owned facilities. This will provide additional revenue of \$70,000.
- b. The City authorized a new contract for solid waste service on November 12, 2019, which included new fees for collection at City-owned facilities. Staff is currently working with the contractor to re-evaluate the scope of services and minimize these fees, but current estimates include expenses of \$108,345 for this service.
- c. The City Commission authorized a \$6.7 million loan on December 10, 2019 to fund the Police Officers' Retirement System pension liabilities. This ordinance recognizes the new revenue and expenses associated with the transaction, while eliminating the originally planned annual pension contributions. The net effect is a reduction in General Fund expenditures totaling \$625,724.
- d. Capital outlay expenditures for Fire Engine 22 and the library renovation project were both recently approved by the City Commission, with funding sources contingent on the utilization of previously reserved or accumulated balances. Private donations of \$50,709 will be applied to the library renovation project and \$100,000 from assigned General Fund balance will be applied to the acquisition of Engine 22. These actions are budget neutral.

- e. Several miscellaneous expenditure additions totaling \$47,863 are included in the ordinance: Chamber of Commerce donations (\$10,000); professional services for IT security (\$10,000); cloud hosting of IT applications (\$17,863); and estimated PIO expenditures related to the City's COVID-19 response (\$10,000).

Funding: Appendix A specifies line item allocations and fund summaries.

Requested Motion: "I move to approve Ordinance 2020-XX on first reading (read title)."

Attachment: Ordinance 2020-XX
Appendix A

**Reviewed by the
City Manager:**

AR

Ordinance 2020-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL FISCAL YEAR 2020 BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2020 budget; and

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, the fiscal year 2020 budget includes revenue and expenditures as adopted by Ordinance 2019-15 and amended by Ordinances 2020-01 and 2020-02; and

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to provide for supplemental budget appropriations.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2020 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2020.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

Ordinance 2020-XX, Appendix A

Description	Account	Change	Amount
FDEP Coastal Resiliency Program			
New revenue - other financing sources	301.334.401	Increase	(70,000)
		Net	(70,000)
Solid Waste Service			
Streets	001.6103.541.5434	Increase	43,222
Public Works	001.6101.519.5434	Increase	23,682
City Hall	001.6102.519.5435	Increase	4,230
Community Center	001.6106.572.5434	Increase	4,615
Parks	001.6104.572.5435	Increase	16,151
Fire Station	001.5801.522.5435	Increase	3,525
Warren Webster	001.6104.572.5435	Increase	11,537
Library	001.5602.571.5435	Increase	681
Pump Station	101.6107.535.5436	Increase	702
		Net	108,345
Police Pension Financing			
Original pension contribution	001.5701.521.5220	Decrease	(681,890)
New revenue - other financing sources	001.384.000	Increase	(6,700,000)
New pension contribution	001.5701.521.5220	Increase	6,598,292
Cost of issuance	001.9618.581.5734	Increase	66,575
Debt service account	001.9618.581.5724	Increase	35,133
Interest expense	001.9618.581.5724	Increase	56,166
		Net	(625,724)
Utilization of Library Donations			
Revenue	001.366.600	Increase	(50,709)
Transfer out	001.9618.581.5999	Increase	50,709
Transfer in	301.381.001	Increase	(50,709)
Project fund	301.8000.590.0009	Increase	50,709
		Net	-
Utilization of Fire Capital			
Revenue	001.369.500	Increase	(100,000)
Transfer out	001.9618.581.5999	Increase	100,000
Transfer in	301.381.001	Increase	(100,000)
Project fund	301.8000.590.0046	Increase	100,000
		Net	-
Miscellaneous Expenditures			
Donations (Chamber of Commerce)	001.5201.512.5499	Increase	10,000
IT professional services (Arete)	001.5501.513.5310	Increase	10,000
Cloud hosting services (Tyler Technologies)	001.5501.513.5310	Increase	17,863
COVID-19 messaging (Sail Marketing)	001.5201.512.5310	Increase	10,000
		Net	47,863
		Total	\$ (539,516)

RESOLUTION 2020-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") finding in part allowing for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated April 28, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals and attached exhibits are true and correct and are incorporated herein by reference.

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on April 21, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance, and
- b) 252.38, Florida Statute.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 28th¹ day of April 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



RENEWED PROCLAMATION DECLARING STATE OF LOCAL EMERGENCY

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") finding in part allowing for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the State of Local Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 28th day of April 2020.

Alan Johnson, Mayor