

# Pinellas County

## Staff Report

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**File #:** 24-1255A, **Version:** 1

**Agenda Date:** 8/13/2024

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**Subject:**

Award of bid to All Around Maintenance and Rehabs II LLC for Open Conveyance Maintenance Operation and Maintenance Work Order Contract.

**Recommended Action:**

Approval of the award of bid with All Around Maintenance and Rehabs II LLC for Open Conveyance Maintenance Operation and Maintenance Work Order Contract.

- This contract will provide surface water maintenance on an ongoing basis. Services include all labor, supervision, quality control, new materials, equipment, tools, vehicles, supplies, testing, hauling and disposal, maintenance of traffic, management and transportation, incidentals to clean and excavate sediment and vegetation, erosion repair and bank stabilization, site clearing, tree trimming and removal, dewatering, transport, and disposal of debris. Work could also include minor repairs to drainage structures and sodding or seeding.
- Award recommendation is to All Around Maintenance and Rehabs II LLC as the lowest responsive and responsible bidder in the amount of \$3,500,710.00.
- All work is expected to be completed within 1,825 consecutive calendar days.
- This contract replaces Contract No. 167-0385-P for a 5-year term. All Around Maintenance and Rehabs II LLC is a Pinellas County Certified Small Business Enterprise.
- Funding for this award is included in the Fiscal Year (FY) 2024 Adopted Budget and the FY25 Proposed Budget in the Surface Water Fund and the General Fund. Should funding for this contract not be approved in future budgets, the contract includes a fiscal non-funding clause.

Contract 24-0336-ITB-C in the amount of \$3,500,710.00 with all work to be completed within 1,825 consecutive calendar days; Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

**Strategic Plan:**

Provide Superior Environmental Stewardship

3.3 Protect and improve the quality of our water, air and other natural resources

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

**Summary:**

Work Order assignments will be issued on an ongoing and rotating basis throughout the life of the contract. Work will outline the scope of work and schedule restraints. Compensation will be based on the unit prices submitted, and payment will be based on the actual amount of work orders authorized, satisfactorily completed, and accepted by the County.

**Background Information:**

This contract will provide surface water maintenance on an ongoing basis. Services include all labor, supervision, quality control, new materials, equipment, tools, vehicles, supplies, testing, hauling and disposal, maintenance of traffic, management and transportation, incidentals to clean and excavate sediment and vegetation, erosion repair and bank stabilization, site clearing, tree trimming and removal, dewatering, transport, and disposal of debris. Work could also include minor repairs to drainage structures and sodding or seeding.

Work Order assignments will be issued on an ongoing and rotating basis throughout the life of the contract. Work will outline the scope of work and schedule restraints. Compensation will be based on the unit prices submitted, and payment will be based on the actual amount of work orders authorized, satisfactorily completed, and accepted by the County.

Work zones will be identified on site during the initial walk through. Work zones may be in hard to access areas, some with private property constraints, in back yards and between buildings, on maintenance berms and other off-road areas, within drainage easements or County right-of-way.

The Purchasing Division issued an invitation to bid on April 26, 2024. Two submittals were received with award recommendation to All Around Maintenance and Rehabs II LLC., as the lowest responsive and responsible bidder.

**Fiscal Impact:**

Contract not to exceed: \$3,500,710.00.

**Staff Member Responsible:**

Kelli Hammer Levy, Director, Public Works  
Merry Celeste, Purchasing Director, Administrative Services  
Joe Lauro, Director, Administrative Services

**Partners:**

N/A

**Attachments:**

Agreement  
Tabulation



**Pinellas County Purchasing Department  
Board of County Commissioners  
Pinellas County**

400 S Ft Harrison Ave  
6<sup>th</sup> Floor Annex Bldg  
Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

<b>PO Date</b>	06-SEP-2024
<b>Revision Date</b>	
<b>Buyer/Phone No</b>	Michelle Jurek 727-464-4382
<b>Sales Tax Exempt No</b>	85-8013287050C-7
<b>Requisitioner</b>	
<b>Director Approval</b>	
<b>Quote/Contact</b>	

**Supplier:**

Herman Anderson III DBA All Around  
Maintenance & Rehab II  
1241 Carol Dr  
Clearwater FL 33755  
727-455-2284

**Ship To:**

Public Works - Engineering & Technical  
Support  
14 S. Fort Harrison Ave.  
Clearwater, FL 33756  
727-464-8900

**Invoice To:**

Finance Division Accounts Payable  
Board of County Commissioners Pinellas County  
PO Box 2438  
Clearwater, FL 33757  
727-464-8389 -  
FinanceAccountsPay@MyPinellasClerk.org

**Notes:**

Work shall not commence until an executed Notice to Proceed is given by the County, per Work Order.

Contract 24-0366-ITB-C Open Conveyance Maintenance: Operation and Maintenance Work Order Contract.

Project Manager: Arenee Smith, asmith@pinellas.gov, 727-464-8921

**Notes:**

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via
92317	Net 20	Freight Included	Destination	Best Way
Effective Start Date	Effective End Date	Delivery Date	Amount Agreed	
13-AUG-2024	11-AUG-2030		\$3,500,710.00	

This Blanket Purchase Agreement (BPA) is not a guaranteed amount. It may be increased or decreased during the contract period internally. Standard Purchase Order(s) will be issued against the BPA as services or goods are needed. The SPO will contain a statement "This PO Line references BPA Number" so you may identify that services should begin. Any other direction to provide goods or services other than a SPO authorized by the Purchasing Department may result in non-payment.

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	24-0336-ITB-C Open Conveyance Maintenance: Operation and Maintenance Work Order Contract		Dollar (s)	1.0000	.0000
<b>TOTAL</b>					

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable

**Board of County Commissioners**

Pinellas County, Florida

*Marry Celeste*

(Authorized Signature)

**AGREEMENT****SIMPLIFIED CONSTRUCTION AGREEMENT**

This Agreement, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the County, and

**All Around Maintenance and Rehabs II, LLC.**

(Corporation, Partnership or Individual Proprietor)

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

**12950 Starkey Rd., Unit I, Largo, FL 33773**

herein after designated the Contractor,

**WITNESSETH:**

That for and in consideration of the sum not to exceed **three million five hundred thousand seven hundred ten U.S. dollars and zero cents (\$3,500,710.00)** to be paid by the County to the contractor as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

**1. THE CONTRACTOR AGREES:**

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Bid Title: **Open Conveyance Maintenance: Operation and Maintenance Work Order Contract** Bid No: **24-0336-ITB-C**, 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. 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.
- C. To procure all insurance as required by the Instructions to Bidders.
- D. 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.
- E. 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 Project Manager, for the conducting of such inspections and tests as it may require.
- F. Unless otherwise provided in the special provisions, special conditions, and specifications, Contractor assumes 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.
- G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.
- H. 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, including but not limited to any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") whether resulting from any claimed breach of this Agreement by the Contractor or



## AGREEMENT

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.

- I. 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.
- J. 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

ClerkConstructionAP@MyPinellasClerk.gov

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.

- K. 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.
- L. Supplier acknowledges and warrants that All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA. If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

**AGREEMENT**

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

- i. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
- ii. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline or resolution; or
- iii. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section H of this Agreement, "Indemnification."

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

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

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

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

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

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

## **2. IT IS MUTUALLY AGREED:**

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

<b>AGREEMENT</b>
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- G. 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.

**3. CONTRACT DOCUMENTS**

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:

**CHANGE ORDER(S)**

**AGREEMENT**

**ADDENDA (if applicable)**

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

**SPECIAL CONDITIONS**

**SCOPE OF WORK**

**SPECIFICATIONS**

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.

**4. 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 agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov)**

**AGREEMENT****5. BINDING AGREEMENT**

This Agreement shall be binding upon, and shall insure 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 Florida, a political subdivision of the State of Florida**

By: \_\_\_\_\_

Signature

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

Kathleen Peters

Typed, printed or stamped

Title: \_\_\_\_\_

Chair

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

August 13, 2024.



ATTEST: KEN BURKE, CLERK

By: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Herman Anderson

Signature

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

Herman Anderson

Title: \_\_\_\_\_

Owner

81-5458026

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

**APPROVED AS TO FORM**

By: Miles Belknap  
Office of the County Attorney



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

24-0336-ITB-C

### OPEN CONVEYANCE MAINTENANCE: OPERATION AND MAINTENANCE WORK ORDER CONTRACT

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

#### THE MISSION OF PINELLAS COUNTY

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

ISSUE/RELEASE DATE: April 26, 2024

QUESTION SUBMISSION DEADLINE: May 17, 2024

PROPOSAL SUBMISSION DEADLINE: May 30, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

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

Pinellas County  
INVITATION TO BID - CONSTRUCTION (ITB-C)  
Open Conveyance Maintenance: Operation and Maintenance Work  
Order Contract

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Attachments:

A - OpenGov Fillable- Final

B - E-Verify\_Affidavit

D - Affidavit of Release and Guarantee 24-0336

F - Sample Change Order

G - Sample Application for Payment

J - EQUIPMENT\_LIST

K - DISCLOSURE\_OF\_SUBCONTRACTORS

L - NPDES\_Inspection

M - Sample SIMPLIFIED CONSTRUCTION AGREEMENT 24-0336

## 1. Notice

### **INVITATION TO BID**

*SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV*

ITB - Simplified Construction

24-0336-ITB-C

Open Conveyance Maintenance: Operation and Maintenance Work Order Contract

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

**SOLICITATION MEETINGS:** Site Visit: None; Pre-Conference: None

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

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

Meeting ID: 292 583 511 912

Passcode: avjUPp

Or call in (audio only)

+1 813-644-3116

Phone Conference ID: 487 254 075#

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

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

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

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

Chat is available in the OpenGov application

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

**Please Note:**

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

**AUTHORIZED BY:**

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management



## 2. Introduction

### 2.1. Summary

Pinellas County Public Works Department is seeking Proposals from qualified and experienced providing dredging, canal and structure cleaning services to be used on an ongoing basis. Refer to Scope of Work and Specifications. Specific work includes stormwater related maintenance in hard to access areas with work zone constraints for the removal of accumulated sediment and clearing of exotic vegetation and debris from creeks and ditches, erosion repairs and bank stabilization. This solicitation may be awarded to more than one (1) vendor.

### 2.2. Background

The Pinellas County Board of Commissioners implemented a surface water assessment fee to fund programs for unincorporated areas of Pinellas County. The program benefit citizens by reducing the risk for flooding, improving surface water quality, and restoring aquatic ecosystems. It also assists the County with stormwater management to meet National Pollutant Discharge Elimination System (NPDES) permit requirements and other local and state requirements.

### 2.3. Contact Information

**Michelle Jurek**

Procurement Analyst

400 S. Ft. Harrison Ave. 6th Floor

Clearwater, FL 33756

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

Phone: [\(727\) 464-4382](tel:(727)464-4382)

**Department:**

PUBLIC WORKS

### 2.4. Timeline

<b>Issue Date</b>	April 26, 2024
<b>Question Submission Deadline</b>	May 17, 2024, 3:00pm
<b>Bid Submission Deadline</b>	May 30, 2024, 3:00pm

### 3. Definitions - Simplified Construction

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

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

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

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

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

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

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

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

**Commencement Date:** Date established in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 4. Instructions & General Conditions for Submittals

### 4.1. INSTRUCTIONS & PROCEDURES

A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:

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

B. **SUBMITTAL METHOD & FORMAT**

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.

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

- a. How do I convert my files to PDF format?
- b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
- c. Should I scan everything and save as PDF?
- d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

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

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

**D. INTEGRITY OF SOLICITATION DOCUMENTS**

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

**E. LATE SUBMISSION OR MODIFICATIONS**

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

**F. WITHDRAWAL OF SUBMITTAL**

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

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

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

**H. REJECTION OF SUBMISSION**

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

**I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

**J. TABULATION INQUIRIES**

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

**K. EQUAL OPPORTUNITY & COUNTY GIFT/GRATUITY POLICY**

1. Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

## **4.2. PRE-CONFERENCE**

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

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

## **4.3. JOINT VENTURES**

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

#### 4.4. AWARD OF CONTRACT - ITB

- A. The contract will be awarded to the lowest responsive, responsible bidder whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- B. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the respondent qualifies their bid by specified limitations. See Rejection of Submission.
- C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.
- D. Prices quoted must be Free on Board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

#### 4.5. PROTEST PROCEDURE

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

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

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

Requirements to protest.

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

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

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other



legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

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

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

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

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

"Review of director's decision."

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

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

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

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

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

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

#### **4.7. ADDITIONAL REQUIREMENTS**

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor will provide such additional requirements as may become necessary.

#### **4.8. 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.

#### **4.9. COLLUSION**

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

#### **4.10. CONFLICT OF INTEREST**

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.

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

1. Pinellas County Clerk of Circuit Court – Division of Inspector General
2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

#### 4.11. MATERIAL SAFETY DATA SHEETS

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet (SDS) at time of delivery.

#### 4.12. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

#### 4.13. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

#### 4.14. CORPORATE REGISTRATION

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

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

#### 4.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.

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

#### 4.16. E-VERIFY

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

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

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

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

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

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

#### 4.17. EXCEPTIONS

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

#### 4.18. INDEMNIFICATION

- A. Unless otherwise provided in the special provisions, special conditions, and specifications, Contractor assumes 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.
- B. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.
- C. 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, including but not limited to any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") 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.

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

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

comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

#### **4.20. INSURANCE**

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

#### **4.21. LOBBYING**

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

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

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

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

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

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

#### **4.22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

#### **4.23. NON-EXCLUSIVE CONTRACT**

Award of this agreement will impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

#### **4.24. PROCUREMENT POLICY FOR RECYCLED MATERIALS**

- A. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

#### **Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.



**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

#### **4.25. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

#### **4.26. PUBLIC EMERGENCIES**

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

#### **4.27. PUBLIC ENTITY CRIMES STATEMENT**

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

#### **4.28. PUBLIC RECORDS/TRADE SECRETS**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida



Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor will provide an additional copy of the contractor’s submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

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

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

#### 4.29. TRUTH IN NEGOTIATIONS

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

#### 4.30. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

#### 4.31. PAYMENT/INVOICES

Contractor 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

Email: ClerkConstructionAP@MyPinellasClerk.org

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 contractors also include the information shown in below. 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.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order 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 line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor 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: [ePayables - Pinellas County](#).

#### **4.32. TAXES**

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

#### **4.33. DELIVERY/CLAIMS**

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **4.34. 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.

#### **4.35. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS**

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. 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 an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

#### 4.36. 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:

To plywood specified for monolithic concrete forms.

If the structural or service requirements for timber for a particular job cannot be supplied by native species.

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.

To transportation projects for which federal aid funds are available.

#### 4.37. ASBESTOS MATERIALS

The contractor 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 contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

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 contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

#### 4.38. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non. payment of a payment request or invoice the following Dispute Resolution process will apply:

1. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.

- a. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
  - b. 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.
2. 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 will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
3. The Dispute Manager will 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 must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
4. 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 will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will 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.
5. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will 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.
6. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.
7. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will 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.

## 5. Special Conditions

### 5.1. TWO-STEP QUALIFICATION PROCESS

This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Introduction.

Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section – Pricing Proposal along with Introduction of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Introduction.

### 5.2. PRICING/PERIOD OF CONTRACT

Unit prices bid of listed items shall be held firm from the date the contract is signed by the Contractor until the project is completed and accepted by the Board of County Commissioners. Unless otherwise approved by the County, the Contractor shall commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than 1825 consecutive calendar days.

Unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment should be submitted four (4) months prior to anniversary of date of execution. The Contractor adjustment request should not be in excess of the CPI. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received after the anniversary of date of execution may not be considered.

The Contract may be extended subject to written notice of Contract from the County and successful Bidder, for an additional one (12) month period beyond the primary Contract Period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

### 5.3. PRE-BID CONFERENCE:

Not applicable.

### 5.4. SITE VISIT:

Not Applicable.

## 5.5. PRE-COMMENCEMENT MEETING

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

## 5.6. BID BOND GUARANTEE

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of 5% of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the bidder will, within (10) days after the acceptance of its bid, enter into an agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable agreement surety. Cash, certified check, cashier's check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the bidder fails to execute the written agreement and furnish the required surety bond within 10 consecutive calendar days following written notice of the award of the contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within 30 days of the date for receiving bids.

## 5.7. CONTRACT SECURITY

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Agreement amount, the costs of which are to be paid by the Bidder. Unless directed by a written Change Order issued by the County, the Contractor will not be directed to complete Work under the Agreement that exceeds 50% of the value of the total Agreement in any one-year period, as judged from the anniversary date of initial award. If the County issues a written Change Order to the Contractor directing the Contractor to do more than 50% of the Work in any one-year period, then the Contractor must submit within thirty (30) calendar days a Performance Bond and a Payment Bond covering the full amount of the value of the Work under this Agreement from its original underwriter, unless specifically permitted in writing by the County. The Bonds will be acceptable to the County only if the following conditions are met:
  - 1. For contracts that do not exceed \$500,000.00, the Surety Company:
    - a. is licensed to do business in the State of Florida;
    - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;



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

## 5.8. LICENSES, PERMITS, FEES AND TAXES

- A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the contractor the following permits and fees generally which will have to be obtained by and will be payable by the contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. Contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:
  1. Impact Fees.
  2. Inspection Fees.
  3. Other permits or fees required by Pinellas County for the completion of the work, if applicable.
  4. License fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida construction license. These are not Pinellas County Government fees, but the contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable. The



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

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

## 5.9. COMPLIANCE WITH LAWS

The contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project or Job Order Contract, including but not limited to, those dealing with taxation, workers' compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the contractor observes that the contract documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.

## 5.10. QUANTITIES

- A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the contractor before placing orders for material. No payment shall be allowed for excess materials.
- B. Payment for work performed under this agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.
- C. Regardless of uncertainties of material supply and production at the time of bidding, bidders shall base their bids in strict accordance with items, materials and methods as set forth in the contract documents.
- D. Pay items that are required to complete the scope of the Work, as defined by the project plans and specifications may be added to the list of pay items by the design professional/engineer/project manager at a later date through a change order process.

### **5.11. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS**

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

### **5.12. AWARD OF CONTRACT**

The contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.

### **5.13. AFTER NOTICE OF AWARD TO CONTRACTOR**

Subsequent communications between the County and the contractor shall be delivered to the County's representative. A Preconstruction Conference will be held following execution of the contract documents and prior to the Notice to Proceed.

### **5.14. INTENT OF THE CONTRACT DOCUMENTS**

- A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.
- C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality

installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

### 5.15. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.

### 5.16. ERRORS AND OMISSIONS

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Purchasing Department, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

### 5.17. CONTRACTORS AND SUBCONTRACTORS

#### A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.
2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

#### B. Identification

1. Within 10 days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.

2. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

#### **5.18. AUTHORITY OF THE PROJECT MANAGER**

- 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
- F. Prosecution of Work:
  1. 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.
- G. Contractor's Superintendent:
  1. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design

Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.

2. 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.

H. Supervision for Emergencies:

1. The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.

I. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)

1. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.
2. The Worksite Traffic Supervisor shall be available on a 24 hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
3. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

4. 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.

J. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

K. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction:

1. 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.

L. Failure to Remove and Renew Defective Materials and Work:

1. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
2. 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.

M. Inspection by the Federal Government:

1. When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

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

- A. All Work must be done during Regular Workday hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than 24 hours prior to the regular Workday.
- C. No Work will be permitted on:
  1. New Year's Day
  2. Independence Day
  3. Thanksgiving Day
  4. Christmas Day
- D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:



1. Martin Luther King, Jr. Day
2. Memorial Day
3. Juneteenth
4. Labor Day
5. Veterans Day
6. Friday after Thanksgiving Day
7. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

#### **5.20. 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. If unsafe act or condition does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor to 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 in Liquidated Damages.

#### **5.21. CHANGES IN THE WORK**

- A. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- B. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.



- C. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.
- D. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

## 5.22. 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 Workdays after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within 15 calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled Changes in the Work.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## 5.23. 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 Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the 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 Project Manager.

- D. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- E. Whenever any change, or combination of changes in the Specifications, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Specifications, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- F. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- G. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.
- H. 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.
- I. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

#### **5.24. PAYMENTS WITHHELD**

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

#### **5.25. COVENANT AGAINST CONTINGENT FEES**

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

#### **5.26. LANDS FOR WORK AND ACCESS THERETO**

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining

necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.

- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

#### **5.27. SITE INVESTIGATION**

- A. The Contractor shall visit the site of the proposed Work and fully acquaint themselves with conditions relating to construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents/Detailed Scope of Work. Failure or omission of the Contractor to receive or examine any form, instrument, addendum, or other documents, or to visit the site and acquaint themselves with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement.
- B. The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.
- C. The Contractor acknowledges that they have satisfied themselves as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- D. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- E. Any failure by the Contractor to acquaint themselves with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract

Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- F. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

#### 5.28. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

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

- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

#### 5.29. OTHER WORK

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

Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

### 5.30. TERMINATION

#### A. Termination for Default

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
  - a. Failing to begin Work under the Contract Documents within the time specified herein;
  - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
  - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
  - d. Discontinuing the prosecution of the Work;
  - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
  - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
  - g. Allowing any final judgment to stand unsatisfied for more than ten days;
  - h. Making an assignment for the benefit of creditors;
  - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
  - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within 7 calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders



and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

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

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement and, in whole or in part; without cause upon 30 calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

### 5.31. MATERIALS

- A. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.



- B. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least 14 days before plant operations begin. The submitted formula shall be approved by the Project Manager. The Contractor shall prepare the mix formula to be submitted to the Project Manager.
- C. 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.
- D. All Job mix formulas shall be submitted to the Project Manager.

#### 5.32. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until five (5) years after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

#### 5.33. INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any

entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

#### 5.34. DRAINAGE

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

#### 5.35. CONFORMITY OF WORK WITH PLANS:

- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.

#### 5.36. LABORATORY TESTING

Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

#### 5.37. GUARANTEE OF WORK

All Work shall be guaranteed for 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.

#### 5.38. 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 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.

#### **5.39. BREACH OF CONTRACT**

Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

## 6. Insurance Requirements

### 6.1. INSURANCE (General)

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

### 6.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

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

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

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

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

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

#### **A. Limits**

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

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

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

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

#### **A. Limits**

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

#### **6.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE**

To cover owned, hired, and non- owned vehicles. If the Vendor 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 Vendor can show that this coverage exists under the Commercial General Liability policy.

##### **A. Limit**

1. Combined Single Limit Per Accident \$1,000,000

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

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

##### **A. Limits**

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

#### **6.7. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE**

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

##### **A. Limits**

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

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

#### **6.8. 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:

- A. 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, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
  - 1. Per Claim or Occurrence \$ 1,000,000
  - 2. General Aggregate \$ 1,000,000
- E. 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.

#### **6.9. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE**

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”, Proposer 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.

- A. Limits
  - 1. Each Occurrence or Claim \$ 1,000,000
  - 2. General Aggregate \$ 1,000,000
- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

#### **6.10. WATERCRAFT LIABILITY INSURANCE**

Watercraft liability is required if Excess or Umbrella Policy does not provide Watercraft Liability coverage.



A. Limits

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

#### 6.11. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

A. Limits

1. Each Occurrence or Claim \$ 100,000
2. General Aggregate \$ 100,000

#### 6.12. BUILDERS RISK/INSTALLATION FLOATER INSURANCE

County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until final acceptance of building or of installed equipment is granted and coverage period shall include testing. Coverage shall be maintained for the entire time the property and/or equipment is in the Proposer's care, custody, and/or control, including onsite and offsite storage and transit. Limit and valuation shall be replacement cost. If the Proposer delivers materials and/or equipment and loads same using a crane, then no crane, boom, jig, or weight exclusion shall apply. Proposer's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the Proposer unless County agrees in writing. Builders Risk policies shall be written in the name of the County, the Vendor and all subcontractors as their interests may appear. Installation and/or Equipment policies must name the County as a Loss Payee.

A. Limit Guaranteed Maximum Price

#### 6.13. PROPERTY INSURANCE

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



## **Insurance Compliance Review**

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

Date:

Contract#:

Vendor:

---

### **Additional Requirements**

Pinellas County, A Political Subdivision of the State of Florida listed as Additional Insured on certificate:      Yes      No      N/A

Workers Comp Waiver of Subrogation on certificate:      Yes      No      N/A

Certificate holder made out to: "Pinellas County, A Political Subdivision of the State of Florida"?      Yes      No  
400 S Fort Harrison Ave  
Clearwater, FL 33756

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Compliance Status:

Comments:

Reviewer:

**2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L17000043064

**Entity Name:** ALL AROUND MAINTENANCE & REHABS II, L.L.C.

**Current Principal Place of Business:**

12950 STARKEY RD.  
UNIT I  
LARGO, FL 33773

**Current Mailing Address:**

12950 STARKEY RD.  
UNIT I  
LARGO, FL 33773 US

**FEI Number:** 81-5458026

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

ANDERSON, HERMAN III  
12950 STARKEY RD.  
UNIT I  
LARGO, FL 33773 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MANAGER  
Name ANDERSON, HERMAN III  
Address 12950 STARKEY RD.  
UNIT I  
City-State-Zip: LARGO FL 33773  
  
Title AUTHORIZED REPRESENTATIVE  
Name PARKER, JADA  
Address 12950 STARKEY RD.  
UNIT I  
City-State-Zip: LARGO FL 33773

Title MANAGER  
Name ANDERSON, JORDAN DESEAN  
Address 12950 STARKEY RD.  
UNIT I  
City-State-Zip: LARGO FL 33773

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** HERMAN ANDERSON

MANAGER

02/08/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

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).

<b>PRODUCER</b> Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801	<b>CONTACT NAME:</b> Admin - 1 (800) 718-7552 Ext.4550 <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> certs@peopaygo.com <b>FAX (A/C, No):</b>
<b>INSURED</b> OCMI III, Inc dba PEOPayGo 225 E Dania Beach Blvd, Suite 120 Dania Beach, FL 33004 United States	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Service American Indemnity Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
	<b>NAIC #</b> 39152

**COVERAGES****CERTIFICATE NUMBER:**9VN3LWD4**REVISION NUMBER:**

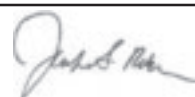
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A	X	RT24MWC7470174003	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: ALL AROUND MAINTENANCE & REHABS II, LLC (Added Effective: 04/06/2023)  
Blanket Waiver of Subrogation is afforded with respects to Workers' Compensation as required by written contract and/or agreement executed prior to loss where allowable by law, subject to the terms, conditions, and exclusions within the policy.

**CERTIFICATE HOLDER**

Pinellas County  Attn: Risk Management Department 400 S. Ft. Harrison Ave Clearwater, FL 33756	<b>CANCELLATION</b>  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 
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

Blanket waiver of subrogation as required by written contract.

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

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: Policy No. RT24MWC7470174003 Endorsement No.  
04/02/2024  
Policy Effective Date: 01/01/2024 to 01/01/2025 Premium \$  
Insured: OCMI III, Inc  
DBA: PEOPayGo

Carrier Name / Code: Service American Indemnity Company

**WC 00 03 13**

(Ed. 4-84)

Countersigned by





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2024

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).

<b>PRODUCER</b> LassiterWare LLC 1300 N. Westshore Blvd Suite 110 Tampa FL 33607	<b>CONTACT NAME:</b> Gildo Benitez <b>PHONE (A/C, No, Ext):</b> (800) 845-8437 <b>E-MAIL ADDRESS:</b> GildoB@lassiterware.com <b>FAX (A/C, No):</b> (888) 883-8680
<b>INSURED</b> All Around Maintenance & Rehab II, LLC 12950 Starkey Rd Unit 1 Largo FL 33773	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Certain Underwriters at Lloyd's, London <b>INSURER B:</b> Auto Owners Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 18988

**COVERAGES****CERTIFICATE NUMBER:** 23-24 cert incl auto**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSIEL00930-00	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5502840100	01/24/2024	01/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSIXEL00236-00	06/07/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Pinellas County, a Subdivision of the State of Florida  
CTrax c/o JDI Data  
400 S. Fort Harrison Avenue  
Clearwater FL 33756

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## 7. Scope of Work

### 7.1. OBJECTIVE/JUSTIFICATION

The Pinellas County Public Works Department is seeking proposals from qualified and experienced surface water maintenance firms in order to establish a short list of firms that will be used to accomplish work on an ongoing basis.

Services include all labor, supervision, quality control, new materials, equipment, tools, vehicles, supplies, testing, hauling and disposal, maintenance of traffic, management and transportation, incidentals to clean and excavate sediment and vegetation, erosion repair and bank stabilization, site clearing, tree trimming and removal, dewatering, transport and disposal of debris. Work could also include minor repairs to drainage structures and sodding or seeding.

Work Order assignments will be issued on an ongoing and rotating basis throughout the life of the contract. Work will outline the scope of work and schedule restraints. Compensation will be based on the unit prices submitted, and payment will be based on the actual amount of work orders authorized, satisfactorily completed, and accepted by the County.

Work zones will be identified on site during the initial walk through. Work zones may be located in hard to access areas, some with private property constraints, in back yards and between buildings, on maintenance berms and other off-road areas, within drainage easements or County right-of-way.

### 7.2. MINIMUM QUALIFICATIONS

- A. Provide a written narrative describing the methods or manner in which the proposer will satisfy the requirements of General Conditions and Specifications.
- B. Provide a description of the proposer's experience in providing the same or similar services should include the names of the person(s) who will provide the services, their role, qualifications, certifications, and years of experience performing this type of work.
- C. Provide a list of completed projects with similar work as described, budgets and schedules, statements of meeting budget and schedule, and client contact information.
- D. Provide the information requested in References.

### 7.3. MINIMUM REQUIREMENTS

#### A. FIRM'S BACKGROUND & WORK EXPERIENCE

Must be in the business of performing surface water related maintenance as pertinent to the specifications. Firm's must possess a minimum of three (3) years of surface water maintenance experience occurring within the most recent five year period in the same or substantially similar described herein.

#### B. STAFFING, CAPITAL AND EQUIPMENT

Possess sufficient staffing, capital and fleet of equipment to carry out \$800,000.00 of work volume annually.

C. CERTIFICATIONS & LICENSES

- 1) Possess at least one (1) person that is a Certified Qualified Stormwater Management Inspector(s) that has undergone the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training Program established by the Florida Department of Environmental Protection (FDEP). The certified inspector shall be on site during all work.
- 2) Possess at least one person that is Florida Department of Transportation (FDOT) certified Maintenance of Traffic (MOT) Technician.
- 3) Possess at least one person who possesses a Commercial Applicator License from the Florida Department of Agriculture and Consumer Services for both Right of Way (Category 6) and Natural Area Weed Management (Category 21).

#### 7.4. WORK SCHEDULE

A. **Hours of Work:** Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding County Holidays.

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 County Representative. Request for permission to work weekends or holidays must be received in writing (email) by the County Representative at least three (3) working days prior to the requested weekend day or holiday.

C. No work will be permitted on:

New Year's Day  
Independence Day  
Thanksgiving Day  
Christmas Day

1) 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

2) 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.

#### 7.5. COUNTY REPRESENTATIVE

Upon award of this project, all work, clarifications, work authorizations, work acceptance or rejection shall be coordinated with the following County Representative, or designee:



Arenee Smith

Stormwater & Vegetation Section Manager

Public Works Department

22211 US Highway 19 North

Clearwater, FL 33765

Phone (727) 464-8921

asmith@pinellas.gov

## 7.6. APPLICABLE STANDARDS

- 1) U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) <http://mutcd.fhwa.dot.gov/>
- 2) All debris disposals shall be in accordance with the most recent version of the Florida Department of Environmental Protection Guidance for the Management of Street Sweepings, Catch Basin Sediments and Stormwater Systems Sediments. That document is located at website:  
[http://www.dep.state.fl.us/water/stormwater/npdes/docs/GuidanceSt-Sweep\\_05-03-04.pdf](http://www.dep.state.fl.us/water/stormwater/npdes/docs/GuidanceSt-Sweep_05-03-04.pdf)
- 3) Southwest Florida Water Management District (SWFWMD); 62-330 Florida Administrative Code.
- 4) Florida Department of Environmental Protection (FDEP); 62-330 Florida Administrative Code, Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition); State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition).

## 7.7. MISCELLANEOUS

- A. Storage of Materials/Equipment: Contractor will be allowed to leave equipment and material at the active job site as long as it does not cause any safety hazards, impede or disrupt vehicular and pedestrian traffic flow, and does not cause any obstructions in the drainage system. Prior approval is required from the County on an individual work order basis. No material or equipment shall be stored within the roadway clear zone.
- B. Utilities and Unforeseen Subsurface Conditions: Contractor shall investigate subsurface and above ground site conditions to identify work conflicts prior to start of any work assignment. Contractor shall be required to make the Sunshine State One Call (800-432-4770) to flag any underground utilities, and in addition, will be responsible for contacting any owners of overhead utilities that could pose unsafe working conditions.
- C. Contractor shall promptly notify the County of any subsurface or latent physical conditions at the site, which differ from those indicated in the Work for the County to promptly investigate conditions and achieve resolution. The County will deliver the results of such surveys or tests to the Contractor and make any needed revision to the Purchase Order.
- D. Use of Premises: All work shall be scheduled and performed in a manner resulting in the least possible disruption to the public's use of roadways, driveways and utilities. Contractor shall take all necessary precautions for the safety and protection of pedestrians and prevent damage or loss to properties and adjacent sites, including, but not limited to trees, shrubs, lawns, walkways, sidewalks,

pavements, guardrails, roadways, structures, and utilities. Contractor shall confine equipment, storage of materials, equipment and operations of workers to the County's property at the work site, internal to the line of work limits.

E. Subcontractors: Contractor shall be responsible for all acts and omissions of its approved subcontractors in the same manner as if they were employees of the Contractor.

F. Contractor's Representatives: The contractor's primary contact (or Superintendent) and Emergency contact people shall not be replaced without written notice to the County's Representative at least forty-eight (48) hours' notice. The Contractor's Superintendent shall be present at the work site for the duration of the work and shall have authority to act on behalf of the Contractor.

## 7.8. MOBILIZATION

Provide all labor and equipment for the operations necessary to assemble workers, transport labor and equipment and set-up along with any other incidental costs to arrive to the site to perform work and includes demobilization, cleanup of area and restoration of all Contractor disturbed areas (such as accesses and storage or lay down areas) to original or better condition after work is completed. Mobilization will be per Work Order, which could include multiple sites within the neighboring community.

No other additional set-up fees are provided in these specifications.

Do not factor mobilization into individual pay items.

Emergency Mobilization: In the event of a County deemed emergency condition, a 24-hour response time is mandatory, whereby, Contractor shall be available to meet and visit the site with County staff, assess conditions, receive oral and/or written authorization to proceed with mobilization as described above, and take any remedial immediate action to control the site. The Work Order estimate shall be provided the next work day. Upon County approval, the Contractor shall mobilize and begin work immediately. Emergency mobilization may be required for, but is not limited to drainage blockage, flooding or erosion.

Method of Measurement: The total number of mobilizations, which includes demobilizations and cleanup or restoration of area completed.

## 7.9. MAINTENANCE OF TRAFFIC

1) The worksite traffic supervisor certified by FDOT for Intermediate MOT shall be on-site for the duration of all work activities requiring MOT.

2) MOT shall encompass the most recent version of FDOT Index 600 Series. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices within the limits of the project for the duration of work in accordance with the MOT Specification 102-0100 in the County's Standard Technical Specifications for Roadway and Related Construction. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public for the duration of work period. Attenuator vehicle shall be provided as work conditions warrant it.

3) Roads shall be kept open to two-way traffic for the duration of the work, except that, during non-peak traffic periods, one lane of traffic will be permitted, if flagmen are used, and prior approval is obtained from the County. Access shall be provided to all residences and all places of business whenever work interferes with the existing means of access.

4) Specific MOT needs shall be determined at the time of each Work Order site visit. Requirements will vary and will not be required for all work assignments. MOT shall encompass FDOT Index 600 Series. The Contractor shall furnish all labor, equipment and devices to erect and maintain all necessary traffic control and safety devices within the limits of the project for the duration of work in accordance with the MOT Specification 102-0100 in the County's Standard Technical Specifications for Roadway and Related Construction. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public for the duration of work period. Attenuator vehicle shall be provided as work conditions warrant it.

5) A proposed traffic control plan shall be submitted to the County's Representative or designee for review and approval and will become a part of the Work Order estimate. Roads shall be kept open to two-way traffic for the duration of the work, except that, DURING NON-PEAK TRAFFIC PERIODS, one lane of traffic will be permitted if flagmen are used and prior approval is obtained from the County. Access shall be provided to all residences and all places of business whenever work interferes with the existing means of access.

In place of a Type III Barricade, a Drum w/Flashing Lights, High Intensity Type will be acceptable.

Any requirements for MOT will occur in County right-of-way areas. It is not anticipated that work will occur in State ROW.

6) Method of Measurement: The total number of MOT line items completed inclusive of all travel, equipment, labor, overhead or other expense to transport and set up, maintain and demobilization.

#### 7.10. SITE CONDITIONS

A. Debris Disposal: Contractor shall dispose of all debris at a recycling facility and/or a permitted landfill that accepts the materials, and provide receipts and/or weigh tickets showing the quantity of debris that was disposed. This documentation is necessary to comply with the reporting requirements of the County's FDEP NPDES MS4 permit. Contractor shall dispose of materials at a recycling facility instead of a landfill, when practical.

B. Dewatering: Work may require non-well point dewatering (damming, bypass pumping, etc.) and a basic dewatering plan. The plan shall indicate the various methods proposed for dewatering and include locations where dewatering will occur and where water will be discharged. Dewatering cannot begin until the plan is approved by the County. Work will not include well point type dewatering.

C. Erosion & Sediment Control Plans: Contractor shall comply with all standards and specifications regarding the installation and maintenance of all erosion and sediment control practices in accordance with the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition) and State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition). Basic erosion and sediment control plans shall accompany each Work Order estimate. These plans do not

require the Contractor to provide full scale engineered plans. Work cannot begin until the erosion and sediment control plan is approved by the County.

All Stormwater conveyances made operational during maintenance shall be protected so that sediment-laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.

Temporary erosion control shall be implemented prior to and during work being performed by the Contractor. Contractor is responsible for providing effective temporary erosion and sediment control measures until permanent controls become effective.

- Temporary erosion controls include, but are not limited to, matting, grassing, mulching, seeding, watering, and reseeded on-site surfaces and providing interceptor ditches at necessary locations to ensure that erosion resulting from work will not contribute to more than 29 Nephelometric Turbidity Unit (NTUs) above background at a location 300 feet downstream from the project limits.
- Temporary sediment controls include, but are not limited to, silt dams, barriers, appurtenances at the foot of sloped surfaces, which will ensure that sediment will be eliminated or will not result in an increase of more than 29 Nephelometric Turbidity Unit (NTUs) above background at a location 300 feet downstream from the project limits.

All wetland areas or water bodies outside of the limits of this Project shall be protected from erosion, sedimentation, scouring, excess turbidity and dewatering.

When applicable, the selected sedimentation control measures shall be installed landward of upland buffer zones around all protected wetlands. Areas shall be stabilized and vegetated immediately after performing work to prevent erosion and transport of sediment into the receiving water body, wetland or upland buffer zone.

All erosion control shall be in compliance with the Prevention, Control and Abatement of Erosion and Water Pollution Specification in the County's Standard Technical Specifications for Roadway and Related Construction.

D. Borrow Suitability: Borrow materials used within Stormwater management or mitigation areas shall be in accordance with select materials of Florida Department Of Transportation Index 505 - Embankment Utilization and Standard Specification Section 120 – Excavation and Embankment. Borrow sources shall not conflict with any specific Stormwater or environmental permit or contract requirement. The County does not guarantee any materials identified in any plan or work site as being a suitable source. The County may choose to provide other suitable borrow/fill materials.

### **7.11. EMERGENCY WORK**

In the event of a County deemed emergency situation, a 24-hour response time is mandatory. Contractor shall be available to visit the site with County staff within 24 hours of notification to assess conditions, receive oral and/or written authorization to proceed with immediate remedial action to control the situation, as well as additional work necessary to satisfactorily respond to the emergency. The Work Order estimate shall be provided within 24 hours of the field meeting at the location of the emergency. Upon County approval, the Contractor shall mobilize and begin work immediately.

Emergency mobilization may be required for, but is not limited to, events such as blocked drainage, flooding or severe erosion.

## 7.12. WORK ORDERS

The primary goal of issuing Work Order assignments is the prompt completion of work. Therefore, Contractor's responsiveness under the terms of this contract is paramount. The County reserves the right to make adjustments to timeframes to accommodate unforeseen schedule changes on a case-by-case basis.

All work assignments of this contract will be released as an individual Work Order / Notice-to-Proceed, accompanied with a purchase order, as represented in attachments. Each Work Order will be issued in the amount derived from the Contractor's proposal and based on contract unit prices. Contractor is responsible to ensure all work identified at the work site is factored into the original cost proposal. Additional unforeseen work not included in the original Work Order will require review and prior County authorization and if approved will become an adjustment to the existing Purchase Order and Work Order. Compensation to the Contractor for each work assignment will be based on the actual amount of work authorized under the Purchase Order, amount of work completed, and accepted by the County.

**Response Times:** In all cases, except situations deemed by the County as an emergency, the Contractor's response time shall be within three (3) working days from County's request and authorization unless otherwise indicated by County. This includes items 1, 2, 4 and 5 below. Item number 3 will be completed by the County as soon as practicable.

Work Order's shall follow the below criteria:

- 1) Initial Site Visit: The Contractor shall be available to meet with the County on-site to walk the job limits and develop the scope of work and cost proposal for the work order. Contractor is responsible for preparing all necessary calculations and documenting (photographs, video) existing site conditions.
- 2) Proposal, Cost Estimate and Schedule: Contractor shall provide a detailed pricing proposal. A cost estimate shall be provided in an Excel spreadsheet showing all pay items and unit prices, and identify all quantity requirements of each line item with extended totals. All unspecified work costs shall be thoroughly described. The schedule shall show the sequence of work and estimated time frame to complete each activity. A description of the erosion control plan shall be included in the proposal. Any applicable MOT plan and dewatering plan shall be provided with the cost proposal.
- 3) Authorization & Notice-to-Proceed: Upon County's acceptance of Contractor's proposal, the work will be authorized per Purchase Order. The Work Order shall be considered authorization to schedule utility locates and mobilize at the job site and begin work.
- 4) Notice of Percent Complete / Request for Final Walk Through: Contractor shall notify County via email when work is 50% complete to discuss progress issues and potential field adjustments and again at 100% completion to request a final walk through inspection for County acceptance of work. All permanent stabilization must be in place prior to the final inspection.
- 5) Punch List: Punch list items derived from the final walk through inspection shall be completed within three (3) working days of final walk through inspection, unless otherwise approved by the County.

- 6) **Work Order Completion:** Time shall not exceed the time specified in the Work Order Estimate. Failure to respond or mobilize within the time(s) specified or agreed may result in the work being reassigned to another Contractor; or no further Work Orders issued to the Contractor; or termination of the Project.
- 7) **Invoicing:** For all parties benefit, invoices shall be prepared using the Excel spreadsheet or other software capable of displaying contract line items, quantities, unit pricing and extended totals. Unspecified work shall include a thorough description of purpose and be clearly addressed as a separate item.
- 8) **Completion and Acceptance:** The County's final acceptance date of each individual work order will establish the starting date of guarantee of work.

### **7.13. CLEARING AND GRUBBING**

Provide all labor and equipment necessary to perform clearing and grubbing of uplands (areas landward of the top of bank) necessary for the excavation of detention ponds or other site clearing activities, including any need for the establishment of haul route/path as directed by the County, and to establish the drainage flow clear zone. The County is not intending to use Clearing and Grubbing for vegetation and tree removal in areas along the top of bank unless the scope of work calls for removing roots and stumps, and where there is adequate County right-of-way or easements to allow for stock piling staging, accommodating a haul route and loading of dump trucks. Clearing and grubbing may be used on certain job sites.

Work includes clearing of brush, shrubs, fallen timber, rubbish, exotic trees and nuisance species, dead trees and other trees less than 6" in diameter measured at breast height (4.5 feet) (Diameter at Breast Height, DBH). Non-native plants shall be cut down to ground level. Roots and stumps shall remain in place at ground level for soil stabilization unless otherwise directed.

If authorized by the County, native vegetative debris may be mulched and dispersed on site in upland locations where mulch will not migrate into surface waters. All non-native mulch that has been approved by the County for dispersal on site in upland locations shall be top dressed with 4 inches of clean, suitable fill or organic top soil, as directed by the County, and permanently stabilized with the agreed material (sod, matting, hydroseed, etc.)

All loose vegetation and debris shall be cleared from all surface waters prior to leaving the work site each day.

The majority of vegetation and exotic tree removal does not include removing roots or stumps, and work may need to be performed from within the limits of the surface water rather than from the top of bank. Means and methods will depend on site-specific conditions that will be addressed during the initial site visit. This pay item shall not be used for vegetation and tree removal in wet areas within the tops of the banks of the surface water, or where the roots and stumps will remain.

**Tree Protection:** Trees identified to remain, including adjacent trees with potential for harm from work activities, shall be protected utilizing County standard tree protection measures.

**Marking of Trees & Stumps:** Trees and stumps identified for removal shall be marked and approved by the County. Tree removal work is payable as a separate pay item.

Method of Measurement: The total quantity of area cleared inclusive of tree protection barricades, and marking of trees and stumps for removal. Debris disposal is payable as a separate pay item.

#### 7.14. EXCAVATION OF DETENTION POND, MITIGATION AREA, CHANNEL OR DITCH (EXCAVATE SEDIMENT & VEGETATION)

Provide all labor and equipment to excavate sediment, debris and vegetation from wet areas, including but not limited to, Stormwater ponds, canals and ditches, by mechanical methods within the work limits as directed by the County. Extraction of materials shall be accomplished using a commercial grade walking excavator, or other equivalent equipment capable of performing within limited access areas and in wet conditions. Removal of vegetation shall not include roots and rhizomes. This work includes removal of all trees that are less than 6" DBH and located within the limits of the surface water feature. Remaining tree stumps shall be flush with the existing ground surface elevation.

The majority of vegetation and exotic tree removal may have to be performed from within the limits of the surface water rather than from the top of bank. Means and methods per project will depend on site-specific conditions that will be addressed during the site visit with the successful contractor to develop the cost proposal. Contractor shall exercise care during removal of vegetation to minimize soil disturbance as much as practical.

If authorized by the County, native vegetative debris may be mulched and dispersed on site in upland locations where mulch will not migrate into surface waters. All non-native mulch that has been approved by the County for dispersal on site in upland locations shall be top dressed with 4 inches of clean, suitable fill or organic top soil, as directed by the County, and permanently stabilized with County and State recognized permanent stabilization practices (sod, matting, hydroseed, etc.).

All loose vegetation and debris shall be cleared from all surface waters prior to leaving the work site each day.

Excavated materials may be stockpiled in an upland location to allow drainage on site for no longer than seven (7) calendar days unless otherwise approved by the County. Contractor shall implement effective Best Management Practices (BMPs) around all spoil piles.

Vegetation (excluding minor amounts mixed with sediment) should be disposed of at a local yard waste recycling facility and is payable under Debris Disposal.

Method of Measurement: The total quantity of materials extracted in cubic yards measured by observation of the area and depth of work requirements. Debris disposal is payable under as a separate pay item.

#### 7.15. GRADING

Provide all labor and equipment necessary to accomplish handling dirt and grading of ditches, channels, ponds or mitigation areas, reshaping of slopes, re-channelization of ditches and swales, stabilization of the banks, embankment and bottom of the ditches, channels, ponds, mitigation areas or other surfaces as may be needed in preparation for permanent stabilization. The majority of the grading will be performed within the limits of the surface water feature in wet conditions and may require handling dirt more than once.



This section covers other grading requirements not already included in other bid and pay items as directed by the County.

Method of Measurement: The total area of square yards graded prior to final stabilization of the ditch, channel, pond or mitigation area.

#### **7.16. DREDGING**

Provide all labor, materials and equipment for dredging submerged ditches, creeks and channels by the use of hydraulic dredging.

All dredging operations must conform to the applicable requirements of Section 120 of the Florida Department Of Transportation Specifications, as amended herein. Work includes all labor, equipment and materials necessary for hydraulic dredging, pumping (and/or otherwise transporting) of the dredged material to the spoil site or other designated location (one example is top of bank), management of spoils and stockpile, side casting of sediment onto top of bank areas to repair erosion and washouts, and loading into trucks for disposal.

Method of Measurement: The total quantity of materials extracted in cubic yards measured by observation of the area and depth of work requirements. Debris disposal will be payable under as a separate pay item.

#### **7.17. BORROW MATERIAL**

Contractor Borrow/Fill: Provide all labor and equipment necessary to furnish, transport, place and compact borrow/fill material in accordance with “select” materials of Florida Department Of Transportation Index 505 - Embankment Utilization and Standard Specification Section 120 – Excavation and Embankment. Materials furnished by the Contractor shall be compactible, screened and free of sod, stumps, logs and other organic matter. Contractor borrow/fill includes loading, transport and offloading at the site, which may have private property constraints and not easily accessible.

County Borrow/Fill: Provide all labor and equipment to transport, place and compact borrow/fill material from County stockpile yard located at 12624 40th Street North, St. Petersburg. Contractor shall provide request for County borrow/fill material in writing at least three (3) working days prior to needing material on site, and shall coordinate with County representative to have material loaded into trucks by the County. County borrow/fill includes transport and offloading at the site, which may have private property constraints and not easily accessible.

Mixing of Borrow/Fill: Contractor shall provide all labor and equipment necessary to perform mixing of borrow fill material with native soil to achieve proper compaction or grade. Mixing shall be performed on site and may occur within the limits of the surface water.

Method of Measurement: Contractor borrow/fill material shall be measured in cubic yards furnished in a loose condition while in truck verified by truck cubic yard capacity and visual observation inclusive of all labor and equipment needs. Contractor shall provide receipts for all purchased borrow/fill material. County borrow/fill material shall be measured in cubic yards furnished in a loose condition while in truck verified by truck cubic yard capacity, visual observation, and documentation provided by County stockpile operator. Mixing shall be measured in cubic yards.



### **7.18. STABILIZATION, TYPE B**

Provide all labor and equipment necessary to furnish and place Type B stabilizing materials, which may include the lime rock or shell mix materials, excavating to grade, mixing, placing and compacting the subgrade material as directed by the County. The minimum Limerock Bearing Ratio (LBR) shall be 40. Stabilized subgrade materials may take advantage of existing or imported materials, in addition to the select stabilized material. Areas to be stabilized include portions of roadbed, ditch banks, slopes and other surfaces to restore washout areas and resolve runoff issues. Areas to be stabilized next to wetlands and other surface waters shall NOT use shell or lime rock materials. Materials used in these areas will have to be approved by the County prior to stabilization.

Method of Measurement: The total number of stabilizing materials in square yards at the thickness specified including all materials.

### **7.19. AQUATIC VEGETATION HARVESTING**

Aquatic Vegetation Harvesting: Provide all labor, supervision, equipment, materials and supplies to mechanically remove aquatic vegetation from ponds, canals, lakes and similar wet areas, including adjacent shorelines, utilizing amphibious aquatic harvesting vessels. Vegetation removal includes, but is not limited to, herbaceous and woody plants, invasive and nuisance vegetation such as Water Hyacinth, Hydrilla, Brazilian Pepper, Primrose Willow, Cattails, etc.

Eligible crew labor operating time is the actual time spent during the workday performing removal operations. Crew labor operating time shall not include: travel time from Contractor's office or place of lodging to the designated work site; crew time for lunch and break periods; down time for equipment repair; or for other crew time delays that halt operations.

Shore Conveyor: Provide shoreline conveyor, as needed, for offloading of harvested materials from mechanical harvester. Conveyor is commonly used concurrently with harvester and is based on unit price per hour for equipment only.

On a case-by-case basis, the County may authorize harvested materials to be stockpiled to allow drainage on site with effective runoff and erosion and sediment control. Disposal of harvested materials will be payable under the Debris Disposal pay item.

Method of Measurement: The total number of aquatic harvester operating hours rendered, inclusive of crew labor and supervisor labor hours, harvesting equipment, removal of harvested materials, fuels and other incidental costs. Shoreline Conveyor based on the total number of operating hours (time only) for shoreline conveyor equipment.

### **7.20. TREE TRIMMING**

Provide all labor and equipment necessary to provide tree trimming. The Contractor's staff shall be skilled in the field of arboriculture in performing tree pruning and trimming of native species, and shall have an International Society of Arboriculture (ISA) or American National Standards Institute (ANSI) Certified Arborist on site to oversee tree trimming work. An arborist will not be required for general vegetation removal, stump grinding or Brazilian Pepper removal. All work shall be performed in accordance with the ISA or ANSI Publication A300 "Tree Care Operations – Tree, shrub and other woody plant maintenance – Standard Practices", latest edition. Prior to making any cuts; suitable ropes, slings,

guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section.

Contractor shall coordinate tree work with the County's Ecological Services Section prior to implementing Urban Forestry practices such as tree trimming, tree removal, or other activities that may affect trees or other activities which could require additional evaluation by the Ecological Services staff.

Trimming shall provide the following clearances:

- 12' vertical clearance measured from the top of bank or top of maintenance berm
- 6' vertical clearance from the toe of slope
- 2' horizontal clearance from back of sidewalks
- 10' vertical clearance above sidewalks (applies to limbs originating from private property also)
- 16' vertical clearance from ground in County right-of-way

Work includes removal of vegetative growth on fences, removing dead and/or broken branches, and chipping. Tree chipping material may be dispersed on site upon authorization from the County. All debris that is not dispersed on site shall be disposed of properly (recycled or taken to a permitted landfill). Contractor is responsible for maintaining a safe, tidy work zone at all times.

Tree Trimming with Bucket Truck: Provide all labor and equipment (referred to as crew) to perform trimming, pruning and cutting of trees of various heights utilizing a bucket truck for hard to reach areas.

Roadside Tree Trimming: Provide all labor and equipment (referred to as crew) to perform trimming of low hanging and encroaching tree branches to restore vertical and horizontal clearance for maintenance equipment, traffic and pedestrians.

Tree Trimming, Spot (Non-Bucket Truck): Provide all labor and equipment (referred to as crew) to perform non-bucket truck light trimming of native trees. This work effort is intended to be much lighter in nature with the majority of work accomplished from the ground.

Note: Any resulting need for debris disposal shall be payable under the separate pay item for Debris Disposal.

Method of Measurement: The total quantity of hours per crew person to accomplish all work as described above in an hourly rate, inclusive of all equipment needs and incidental costs.

## **7.21. TREE REMOVAL, STUMP GRINDING & TREATMENT**

Provide all labor and equipment necessary to perform tree removal, stump grinding and treatment of stumps/vegetation. Contractor's staff shall be skilled in the field of arboriculture in performing tree removal and shall have an International Society of Arboriculture (ISA) or American National Standards Institute (ANSI) Certified Arborist on site to oversee work. All work shall be performed in accordance with the ISA or ANSI Publication A300 "Tree Care Operations – Tree, shrub and other woody plant maintenance – Standard Practices", latest edition.

Prior to making any cuts; suitable ropes, slings, guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section.

When necessary to safely fell a tree and before making any cuts; suitable ropes, slings, guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of the section. No limb or section of a tree shall be left in place after the first cut has been made for its removal.

Tree Removal: Remove all non-native trees (and select native trees with County approval) of 6" or greater Diameter at Breast Height (DBH). Grind stumps as directed and treat stump vegetation with herbicide and fill surface voids, grade and compact. Work shall be accomplished by removing suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground surface. Stumps that shall remain shall be cut to ground level and treated to eliminate future growth.

The County may elect to maintain individual native trees of ecological, cultural or aesthetic importance.

Hazardous trees will be identified for removal by County staff during the initial field assessment to the best extent practicable. Contractor shall notify County after all trees identified for removal has been felled, and County will assess remaining trees for potential hazards or obstructions that may require further tree removals.

Stump Grinding: Tree stumps and major roots projecting through or appearing on the ground surface shall be removed to a depth of 6" below the soil surface. Removal shall be accomplished by means of grinding/chipping equipment or by hand. Blasting, pushing or digging the stumps out with equipment is not permitted. Fill all resulting holes or voids with suitable, clean fill free from organic debris and grade and compact. Fill material and grade and compact work for these voids shall be furnished by the Contractor and included in the contract unit price for stump grinding. Materials may be chipped and dispersed on site (but not as fill) as a stabilization Best Management Practices (BMP) and only after receiving authorization from the County. Provide four inches (4") of organic top soil over the filled void area. Contractor shall maintain good workplace housekeeping practices at all times.

Contractor shall load and dispose of all remaining tree debris to a recycling site or a permitted landfill. Debris disposal is payable under a separate pay item. Do not factor into work price.

Treatment of Vegetation (Stumps): All stumps shall be treated with Garlon 4 Specialty Herbicide (triclopyr) or equivalent immediately upon cut/removal. Application of product shall be by a certified herbicide applicator licensed from the Florida Department of Agriculture and Consumer Services for Aquatic and Natural Area Weed Management categories. Prior to installing coconut mat and sod, stumps shall be cut a second time and treated with herbicide. If stumps continue to produce sprouts within 30 days of County's acceptance of project, the stumps shall be re-cut and treated a third time. Any affected coconut mat and sod shall be replaced immediately after the third treatment. The area shall be clear and unobstructed for the safe movement of pedestrians and maintenance vehicles and enhance the view of signage and habitats.

Contractor is responsible for obtaining all necessary certifications related to herbicide application. Contractor shall consult Pinellas County Commercial Horticultural Extension Agent for guidance on additional certifications that may be required depending on where herbicide application will occur.

Note: All trees less than 6" Diameter at Breast Height (DBH) shall be paid under the pay item for EXCAVATION OF DETENTION POND, MITIGATION AREA, CHANNEL OR DITCH if located in wet areas, or CLEARING AND GRUBBING if located in upland areas.

Method of Measurement: The total quantity of tree removals and stump grinding rendered inclusive of all labor and equipment. Stump grinding shall include associated filling of voids and compacting of soil, per stump. Pricing for this item shall exclude the Certified Arborist, Organic Top Soil and Debris Disposal, which are payable as separate pay items.

## **7.22. DEBRIS AND SEDIMENT DISPOSAL**

Provide all labor and equipment necessary to load, transport and dispose of all debris materials, which may include unusable materials and sediment, excavated vegetative material, cleared and grubbed materials, miscellaneous tree trimming debris and other materials or structures removed from the work site.

Non-vegetative debris and sediment shall be disposed at a recycling facilities or permitted landfills that accepts the materials, in accordance with Section E General Conditions Paragraph 3.J of these specifications.

Vegetative debris, such as tree trimmings, ditch or surface water vegetation, shall be disposed of at a local yard waste recycling facility. The goal of this item is to offer a cost-effective solution for disposing/recycling of vegetative debris.

All debris disposals shall be payable under this pay item and not factored into the work of other individual pay items.

Method of Measurement: The total quantity of materials transported and disposed in tons inclusive of all labor and equipment. Disposal manifests or actual tipping fee receipts shall be provided with the invoiced amount.

## **7.23. PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION**

Contractor shall comply with all standards and specifications regarding the inspection, installation and maintenance of all erosion and sediment control practices in accordance with the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition) and State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition), and all applicable permits and site specific Stormwater Pollution Prevention Plans (SWPPP). The Contractor shall furnish all labor and equipment necessary for the inspection, installation, maintenance, and removal of all temporary Best Management Practices (BMPs) needed for sediment control and prevention of soil from eroding in or onto adjacent property, streets, drainage systems, and waterways.

Contractor shall comply with the Article VI Chapter 58 Stormwater and Surface Water Pollution Ordinance when conducting any activities within Stormwater and surface water drainage easements and Right Of Ways (ROWs). All loose sediment, vegetation, and debris shall be cleared from all surface waters prior to leaving the work site each day. All exposed and disturbed soil shall be stabilized with temporary stabilization practices within 72 hours of the disturbance and before rain is forecasted.

Contractor shall provide a certified Qualified Stormwater Management Inspector(s) who shall be on site at all times to oversee all work.

Furnish all labor and equipment necessary for the installation, maintenance and removal of all temporary Best Management Practices (BMPs) needed for sediment control and prevention of soil from eroding in or onto adjacent property, streets, drainage systems, and waterways.

Contractor may be required to modify the erosion control plan or Best Management Practices to adapt to seasonal weather or changing site condition. Contractor is responsible for maintaining site stabilization and avoiding illicit discharges until the project is accepted as complete by the County. Contractor shall furnish and install materials to stabilize all exposed soils and unvegetated earth prior to departure from the site each work day. Work includes the preparation of an erosion control plan.

Contractor shall obtain turbidity measurements prior to and during construction to ensure illicit discharges do not occur. This will be required on a majority of projects released under this Contract. Contractor shall immediately notify NPDES (National Pollutant Discharge Elimination System) personnel in the event of an illicit discharge occurring. Any discharges 300 feet downstream of the project limit that are 29 Nephelometric Turbidity Units (NTU) above background upstream NTU is a violation and may be subject to enforcement action. This work shall be considered part of the role of the on-site certified Stormwater Inspector and shall be included in the cost of the respective pay item.

Time is essential for placement of temporary and permanent soil stabilization methods and materials. Contractor shall temporarily stabilize with straw matting, coconut matting or seed. Permanent stabilization shall occur by planting, sodding or hydro-seeding within three (3) working days of achieving final grade. Contractor shall phase work to minimize the areas that will be disturbed and to ensure that permanent stabilization will be achieved within the required timeframe.

Contractor shall remove any sediment that migrates off-site due to insufficient controls at no additional cost to the County.

Contractor may be required to file an Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Notice of Intent (only if applicable to the project site as directed by the County and if greater than one or more acres). This work effort, if required, will be payable under the pay item for Labor, Skilled.

Erosion control deficiencies identified during inspections by the Contractor and County staff shall be immediately corrected and action taken to install, adjust or maintain current Best Management Practices or additional ones as necessary.

Rainfall: Contractor shall stabilize all exposed soils on a daily basis prior to leaving the job site when rain is forecast. If sediment migrates, the Contractor shall be responsible for cleaning and repairing all areas regardless of where the sediment migrated to, and including areas outside the work limits, and shall stabilize and repair the area at no additional cost to the County. Clean up activities shall begin within 24 hours of the end of the rain event. Failure to correct deficiencies in a timely manner may subject the Contractor to a notice of violation and applicable fines in accordance with County and State regulations.

Method of Measurement: The number of Best Management Practices devices put in place, maintained and removed including an acceptable basic erosion control plan, inclusive of all labor including a certified Stormwater inspector, in linear feet or per each as described below.

#### 7.24. DEWATERING/BYPASSING

Provide all labor, equipment and materials necessary for temporary dewatering. Contractor shall remove water as necessary to facilitate cleaning of ditches, creeks, canals, Stormwater ponds and related areas. Work includes the preparation of a basic dewatering plan for approval by the County, and may include damming, creating a stream bypass, pumping and draining. The majority of work under this contract will require bypassing of the waterway. Work will not include well point type dewatering.

Method of Measurement: The dewatering activities to install, operate, maintain and remove the system/methods including bypassing, inclusive of all labor, equipment and materials, per each, per day.

#### 7.25. ORGANIC TOPSOIL (PREPARED SOIL LAYER)

Furnish all labor and equipment necessary to place organic top soil to amend in situ soils. Organic top soil shall be mixed with imported materials as necessary to achieve the proper pH and organic matter levels to support turf and ground cover growth, and soil mixture shall be four (4) inches in depth. The finished topsoil surface shall be stabilized (temporarily if necessary, and permanently) within three (3) working days of achieving final grade.

Method of Measurement: The total number of topsoil furnished and placed including all mixing, compacting, shaping of the project area and other work described above, inclusive of all labor and equipment, in cubic yards

#### 7.26. LANDSCAPE MATERIALS & WATERING

Provide all labor, equipment and materials necessary to furnish and install sod, grass seed, wildflower and grass seed mix, Polyacrylamide (PAM) tackifier, hydroseed, and necessary watering of landscape materials within the limits of the site or as directed by the County. Sod and/or seed shall be used in all work zone areas that were disturbed and/or have damaged vegetation, including ingress/egress routes.

Sodding: Sod shall be harvested in commercial size rectangles and be in a healthy condition and be well matted with roots sufficiently thick to secure dense live grass. Sod shall be provided from pallets.

Rolled sod will not be accepted for this contract.

Sod installed on slopes that are 3:1 and steeper shall be staked to prevent sod movement. Products such as coconut coir logs or equivalent may be required at the toe of slope to hold sod in place until sod is permanently rooted. Sod shall be free of Tropical Soda Apple (*Solanum Viarum*) and be reasonably free of other weeds and other grasses and free of pests. All sod and seed shall match existing type unless directed otherwise by the County.

Coconut coir logs, if required, will be a billable under Materials, Additional.

Wildflower/Grass Seed mix with Polyacrylamide (PAM) Tackifier – A Florida native wildflower seed mix with fast germinating grass, such as CGIG from Pennington Seeds or approved equivalent, shall be used to permanently stabilization creek/ditch banks. In addition to the seed mix, a polyacrylamide tackifier shall be applied to the banks to reduce the risk of erosion and adhere the seed to the banks.

Supplemental Charge – Hauling Sod in Hard to Access/Steep Sites: A supplemental cost is available for extra work effort required to haul sod into hard to access and remote locations and for slopes 2:1 and



greater. This cost is above and beyond the existing unit prices of Sod pay items 39 and 40. Contractor shall identify and discuss these locations with the County prior to installation.

Hydroseeding: Work includes installation of hydroseeding materials via machine. Provide Argentine Bahia grassing services in accordance with Florida Department Of Transportation Specifications. Provide tackifier in all mixes for all surfaces and slopes. Roll seeding is an acceptable alternate to hydroseeding on slopes less than 4:1.

Installation of landscape materials shall be completed within three (3) working days of placement of coconut fiber matting or achieving final grade where coconut fiber matting is not used.

Watering: Provide all labor and equipment necessary to furnish, haul and apply water to sodded, seeded or hydro-seeded areas, as required. The landscape material shall be thoroughly moistened by sprinkling with water. All areas shall be kept thoroughly moist when rainfall is not sufficient to achieve adequate sod rooting to the earth bed. Watering shall continue for thirty (30) days after material placement or as directed by County. Water shall be applied in a manner to prevent runoff or erosion from occurring.

Water may be obtained from any stream, ditch, creek, fire hydrant (with applicable meter obtained by contractor) municipal water or reclaimed water source. Reclaimed water is available at no charge from the two Pinellas County Utilities Department facilities located at:

W.E. Dunn Water Reclamation Plant  
4100 Dunn Drive  
Palm Harbor, FL 34683  
(727) 453-6744 South Cross Water Reclamation Facility  
7401 54th Avenue North  
St. Petersburg, FL 33709  
(727) 582-7000

These facilities are normally open seven days a week from 7:00 AM to 4:00 PM.

In cases where watering is required outside of normal work areas and considered to be in hard to access locations such as hard to reach remote areas requiring extra effort by Contractor. In these cases the Contractor shall identify and discuss these locations with the County prior to commencing watering. Cost for these areas will be separate from costs for normal or easy to access areas.

Method of Measurement:

A. Sod, Seed & Hydro-seeding: The total number of materials in square yards put in place and including all labor, staples and any applicable supplemental charge for hard to access/steep areas.

B. Watering: The total number of gallons of water applied at each site in a minimum of 1,000 gallon increments at normal and hard to access areas, and documented with truck water meter Includes all labor, equipment, vehicles, water and incidentals. Minimum watering event is established at 1,000 gallons per each site visit.

## 7.27. EROSION CONTROL PRODUCTS

Coconut Fiber, Straw Matting, Turf Reinforcement Mat and Concrete Cloth: Furnish all materials and labor to install, per manufacturer's specifications, erosion control matting and concrete cloth to protect

disturbed slopes or embankment surfaces against erosion due to rainfall or flowing water. Ground shall be in a stable and firm soil surface condition free of rocks and other obstructions with any seed, fertilizer or mulches already in place ready to accept matting. Matting shall be secured to slope per manufacturer instructions and toed-in at least six (6) inches, and up to one (1) foot in some cases, at top of bank. Finished work shall be free of air pockets, voids, tears or damage to matting with no water flow occurring underneath. These installed surfaces shall be sodded or planted within three (3) working days of installation.

Any requirement for coconut coir logs will be payable under Line 19. Materials, Additional.

Contractor will be required to re-install any matting with observed air pockets or voids or when permanent stabilization is not completed within three (3) days that result in undesirable vegetation growth surfacing through matting.

Coconut Fiber Mat: shall be 100% coconut fiber between natural fiber nets with top leno-woven layers. Product shall be North American Green BioNet Double-Net Coconut Blanket C125BN® or equivalent biodegradable product.

Straw Mat: a temporary stabilization product of 100% agricultural straw with longevity up to 12 months. Mat shall be of consistent thickness with lightweight photodegradable straw netting on top side sewn with degradable thread. Product shall be North American Green S-150BN® Double-Net Straw Blanket or equivalent biodegradable product that meets or exceeds that specification.

Turf Reinforcement Mat: a high strength turf reinforcement mat of 100% UV stabilized, three-dimensional fiber matrix matting. Product shall be North American Green Tensar VMAX C350® or equivalent.

Concrete Block Mat: shall be a pre-manufactured interconnected pyramidal concrete blocks packaged in rolls. Installation shall be per manufacturer's instructions. Product shall be Motz Enterprises, Inc., Flexamat® or equivalent product.

Method of Measurement: The total square yards of product secured and put in place including staples and installation labor.

## **7.28. RIPRAP RUBBLE**

Furnish all labor, equipment and riprap materials necessary to install erosion control rubble riprap consisting of broken stone per FDOT Section 530. Materials shall be installed in the banks and below the toe of slope, as directed by the Engineer, and arranged to form compact layers to meet the requested thickness (plus or minus 3"). Riprap shall be placed in a manner that smaller pieces are evenly distributed to fill voids and avoid sharp exposed edges. The minimum size allowed is 12 inches diameter.

All riprap shall be free of soil, debris and rebar. A non-woven geotextile filter fabric shall be properly installed underneath all riprap per manufacturer's specifications to promote sustainability. Transporting of riprap to inaccessible and difficult sites will be payable under a separate pay item for Labor, Additional, Other Work.

Method of Measurement: The number of materials (including geotextile filter fabric) put in place in tons based on truck scale weight.



### **7.29. LABOR, ADDITIONAL, OTHER WORK**

Provide other laborers, general and skilled, for unidentified work not already included in the various pay items of this contract, which could include but is not limited to cleaning pipes and drainage structures, extending pipes, furnishing and construction of cement bag rip rap, repairing irrigation damage, and watering by methods other than with a water truck.

This section only covers other unidentified work not included in the various bid and pay items of this contract.

General labor is defined as manual labor which generally does not require a special skill set to perform work.

Skilled labor is defined as laborers with specific skills sets, including supervisors, and work could include the repair or patching of leaking pipes and joints, outlets/inlets, concrete repairs and finishing, and repairs to other related Stormwater structures, along with the administrative handling of private property access, and filing and submitting Florida Department of Environmental Protection NPDES (National Pollutant Discharge Elimination System) Notice of Intent.

Private Property Access: The Contractor shall secure access to any and all private property lands that may be required for the sole purpose to gain access to inaccessible work sites. The County will provide the Contractor with a Temporary Right-of-Entry template document. Specific work includes preparing basic location maps, customizing the template to fit the project scope, contacting property owner(s) to inform them of the proposed work and benefits, and coordinating and communicating work and schedules until job completion. Contractor shall provide the County with an electronic version of the signed document.

Upon completion of work, any private property disturbed as a result of Contractor's use shall be restored to a condition that is equal to or better than the original condition prior to accessing such property. All restoration costs shall be included in the cost estimate under applicable line items.

Note: This requirement will not be necessary for the majority of Work Orders and only covers other additional work efforts above and beyond the pay items included in this contract. Work will be payable at an hourly labor rate under Labor, Skilled or General.

Method of Measurement: The total number of skilled or general labor hours rendered.

### **7.30. MATERIALS, ADDITIONAL**

Provide materials as may be required to accomplish other unidentified Stormwater infrastructure related work that is not covered in these Specifications and Bid Items. The Contractor shall include a percentage markup in their bid submittal for this item. Materials could include but are not limited to cement, grout, sealant, pipe, etc. Contractor shall provide proof of material purchases in 100% support of amount claimed for reimbursement that will accompany each invoice.

This section only covers other unidentified materials not included in the various bid and pay items of this contract.

**Method of Measurement:** The amount of unspecified materials to be reimbursed to the Contractor, based on the total of actual receipts and invoices documenting cost plus the markup identified in the bid submittal. Documentation of costs in the form of invoices and receipts shall accompany all invoices that show the mark-up calculations.

## 8. Vendor Questionnaire

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

1. W-9
2. Florida Trench Safety
3. Addendum (acknowledge if applicable in OpenGov)
4. E-Verify Affidavit and document from E-Verity.gov.
5. Bid Bond
6. OpenGov Fillable- Final
7. Affidavit of Release and Guarantee
8. Entity information from SAM.GOV

\*Response required

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

- ☒ Yes  
☐ No

\*Response required

**Request for Taxpayer  
Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>Herman Anderson III</u>	
	<b>2</b> Business name/disregarded entity name, if different from above. <u>All around Maintenance and Repairs II LLC</u>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <u>12950 Starkey Road Unit I</u>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <u>Largo, FL, 33773</u>		
<b>7</b> List account number(s) here (optional)		

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

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

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

<b>Social security number</b>									
			-				-		
or									
<b>Employer identification number</b>									
8	1	-	5	4	5	8	0	2	6

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <u>Herman Anderson</u>	Date <u>3/25/2024</u>
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**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





From: Pinellas County Economic Development, Small Business Enterprise Program  
November 14, 2022  
Subject: Pinellas County Small Business Enterprise Program Application Approved

Dear herman Anderson:

Congratulations! Your application for designation as a Small Business Enterprise in the SBE Program is approved. The approval is contingent upon your firm successfully completing the eligibility listed below. We have designated All Around Maintenance & Rehab II DBA All Around Maintenance & Rehab II as eligible to participate in the SBE program, and sheltered market program with an effective date of 11/9/2022. This certificate is specific to Pinellas County and covers only the company that is listed in this letter, not any other company with which you may be associated. Your firm will appear on the list of approved registered vendors.

As part of our SBE program, **we do require you to register your business** in our SBDC system as well. This registration will make it easier to sign up for classes and any time you need one-on-one free counseling for questions with procuring contracts with Government (County or Federal). Please visit our website, at <https://www.pced.org/page/Consulting.html>, to register and learn more or call 727-453-7200 for your consultation. During the registration process it will ask for nature of "counseling requested", select from any of the boxes you wish and then scroll down to the bottom and in the additional area please indicate "*Pinellas County SBE*" in the text box.

Please visit our website, at <https://pinellas.obsres.com/economic/Info.aspx?EventID=3005>, to register and learn more or call 727-453-7200 for your consultation. Failure to complete the workshop and/or consulting session could result in removal from the program.

Form Name: Pinellas County Small Business Enterprise Program Application  
Business: All Around Maintenance & Rehab II DBA All Around Maintenance & Rehab II  
Contact: herman Anderson  
Submission Date: 11/3/2022  
Review Date: 11/10/2022  
Expiration Date: 11/9/2025

Your approved Pinellas County Small Business Enterprise Program Application will expire 11/9/2025. If there are changes to your business, please contact staff to ensure the most accurate representation of your business. This includes changes to your company contacts, products, or services.

Thank you for your continued interest in participating with Pinellas County and the SBE Program. If you have any additional questions please email us at [Businesshelp@pinellascounty.org](mailto:Businesshelp@pinellascounty.org) or call 727-453-7200.

# PINELLAS COUNTY SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

**All Around Maintenance & Rehab  
II DBA All Around Maintenance &  
Rehab II**

HAS SUCCESSFULLY COMPLETED THE  
SBE Certification Requirements for:

**Excavating and Tree Removal**

Certification Expires:

11/9/2025

Approved:

**11/10/2022**



SIGNED, Corey McCaster



# Certificate of Completion

This certifies that

**Herman Anderson**

has successfully completed

**OSHA Competent Person for Excavation, Trenching, and Shoring Training**

In accordance with Federal OSHA Regulations 29 CFR 1926 Subpart P



Scan this  
QR code or Visit

[hazwoper-osha.com/certificate-verification](http://hazwoper-osha.com/certificate-verification)

CEUs Earned: 0.3



5660391-1

*Michael J. Conroy*

Michael Conroy

Instructor #: 0753

13393-190-13761

Certificate No.

05/24/24

Issue Date

05/23/27

Expiry Date

11901 Santa Monica Blvd. Suite 414  
Los Angeles, CA 90025 USA  
(866) HAZ-OSHA (429-6742) or (310) 498-0546  
[www.hazwoper-osha.com](http://www.hazwoper-osha.com)



HAZWOPER OSHA Training, LLC

Refresher training is recommended at least every three years.

E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

I hereby certify that All around maintenance and rehabs II LLC [Insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of All around maintenance and rehabs II LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: Herman Anderson

Print Name: Herman Anderson

Date: 05/28/2024

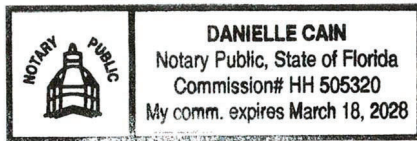
Federal Work Authorization User Identification No.: \_\_\_\_\_

Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of 1) physical presence ☒ or 2) online notarization ☐, this 28th of May 2024 (date) by Herman Anderson (name of officer or agent, title of officer or agent) of All around maintenance and rehabs II LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

[Notary Seal]



Notary Public: Danielle Cain

Name typed, printed, or stamped: Danielle Cain

My Commission Expires: March 18, 2028





Company ID Number: 2458368



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and ALL AROUND MAINTENANCE & REHABS II, L.L.C. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2458368

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 2458368

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

<b>Employer</b> ALL AROUND MAINTENANCE & REHABS II, L.L.C.	
<b>Name (Please Type or Print)</b> Herman Anderson	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/30/2024
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/30/2024



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	ALL AROUND MAINTENANCE & REHABS II, L.L.C.
Company Facility Address	12950 Starkey Rd unit I Largo, FL 33773
Company Alternate Address	
County or Parish	PINELLAS
Employer Identification Number	815458026
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Herman Anderson
Phone Number	7274552284
Fax	
Email	Allaroundmaint.rehab2@gmail.com





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This list represents the first 20 Program Administrators listed for this company.

## CONTRACTOR REFERENCES

**Company Name:** All around maintenance and rehabs II LLC

**Business Address:** 12950 Starkey Road ,Largo,FL Unit I 33773

**Length of time the company has been in business:** 7 years

**How long in present location:** 6 months

**Total number of current employees: Full-Time:** 3 **Part-Time:** 1

**Number of employees you plan to use to service this contract:** 3

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

REFERENCE 1:	REFERENCE 2:
Company: Countryside North HOA	Company: City of Largo
Address: 2936 Pinewood run Palm Harbor ,FL	Address: 1000 2nd street SE Largo,FL
Telephone: 727-692-5839	Telephone: 727-599-1901
Contact Name: Todd Allen	Contact Name: Andy Henjes
Contact Email: toddandjaeqnc711@gmail.com	Contact Email: Ahenjes@largo.com
Company Email: toddandjaeqnc711@gmail.com	Company Email: Ahenjes@largo.com
REFERENCE 3:	REFERENCE 4:
Company: Pinellas County School Board	Company: Crawford Maintenance Services
Address: 1111 Belcher Road , Largo,FL	Address: 14028 Palm way ,Largo,FL
Telephone: 727-608-6456	Telephone: 727-216-6469
Contact Name: Michael Hooper	Contact Name: Marina Crawford
Contact Email: HOOPERMIC@pcsb.org	Contact Email: Marina@crawfordmain.com
Company Email: HOOPERMIC@pcsb.org	Company Email: Marina@crawfordmain.com

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

## ELECTRONIC PAYMENT (EPAYABLES)

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

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

Yes ☐ No ☒

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

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

**Company Name:** All around maintenance and rehabs II LLC

**Phone Number:** 727-455-2284

**Email:** Allaroundmaint.rehab2@gmail.com

**Signature:** *Herman Anderson*

**Print Name:** Herman Anderson

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

## VENDOR SUBMITTAL ACKNOWLEDGEMENT FORM

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

Vendor Name (as shown on W-9): All Around Maintenance and rehabs II LLC

Doing Business As (DBA) (if applicable):

Mailing Address (as shown on W-9): 12950 Starkey Road Unit I

City, State, Zip (as shown on W-9): Largo, Florida, 33773

Vendor Email (primary company email): allaroundmaint.rehab2@gmail.com

Remit to address (as shown on vendor invoice):

Federal Tax ID (FEIN) #: 81-5458026

### Vendor Contact Information

Contact Name: Herman Anderson

Phone Number: 727-455-2284

Email Address: allaroundmaint.rehab2@gmail.com

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

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

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

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

**Authorized Signature:**

**Print Name:** Herman Anderson

**Title:** Owner

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

**AFFIDAVIT OF RELEASE AND GUARANTEE**

**AFFIDAVIT OF RELEASE AND GUARANTEE**

STATE OF FLORIDA

COUNTY OF Pinellas

Before me, the undersigned authority, personally

appeared Herman Anderson

who after being duly sworn, deposes and says:

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

Bid Title: **Open Conveyance Maintenance: Operation and Maintenance Work Order Contract Bid No: 24-0336-ITB-C** 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.

[Signature]  
(Affiant)

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this

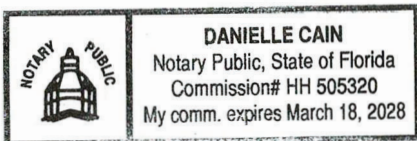
28<sup>th</sup> day of May, 2024

By Herman Anderson

who is personally known to me and/or has produced

FL DL

As identification.



[Signature]

Signature of Person Taking Acknowledgement

Danielle Cain

Name of Acknowledger Types, Printed or Stamped

9. Pricing Proposal



Pinellas County  
**PUBLIC WORKS**  
Kelli Hammer Levy, Director  
Pinellas County Courthouse Annex Bldg., Sixth Floor, Clearwater, FL 33765  
(727) 464-3311

EVALUATION TABULATION  
ITB-C No. 24-0336-ITB-C  
Open Conveyance Maintenance: Operation and Maintenance Work Order  
Contract

RESPONSE DEADLINE: June 6, 2024 at 3:00 pm

Monday, June 10, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Southeast Dredging LLC	\$1,872,400.00
All Around Maintenance and Rebab II LLC.	\$3,500,710.00

BID SUBMITTAL

Bid Submittal					All Around Maintenance and Rebab II LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Mobilization	15	EA	\$2,300.00	\$34,500.00
X	2	Mobilization, Emergencies (24-hours)	2	EA	\$3,450.00	\$6,900.00
X	3	MOT, Advanced Arrow Warning Panel (per each per day)	10	DAY	\$80.50	\$805.00
X	4	MOT - Sign, Variable Message (3 lines) Temporary (per each per day)	10	DAY	\$104.00	\$1,040.00
X	5	MOT - Sign, Work Zone (Temporary) (per each per day)	500	EA	\$7.00	\$3,500.00
X	6	MOT - Barricade Type I, II, III / OR in place of Type 1 & 2, a Drum w/Flashing Lights, High Intensity Type B (Temporary), (per each per day)	50	EA	\$9.00	\$450.00

## EVALUATION TABULATION

ITB-C No. 24-0336-ITB-C

## Open Conveyance Maintenance: Operation and Maintenance Work Order Contract

Bid Submittal					All Around Maintenance and Rehab II LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	7	MOT - Off Duty Law Enforcement Officer	8	HR	\$75.00	\$600.00
X	8	MOT - Flagman (per each flagman)	900	HR	\$29.00	\$26,100.00
X	9	Clearing and Grubbing (less than 1 acre)	10	AC	\$1,725.00	\$17,250.00
X	10	Clearing and Grubbing (1 to 5 Acres)	10	AC	\$1,725.00	\$17,250.00
X	11	Clearing and Grubbing (more than 5 Acres)	5	AC	\$1,725.00	\$8,625.00
X	12	Excavate Sediment & Debris	5000	CY	\$14.00	\$70,000.00
X	13	Excavate Vegetation	10000	CY	\$5.00	\$50,000.00
X	14	Grading (1 acre or less)	25000	SY	\$5.00	\$125,000.00
X	15	Grading (more than 1 acre)	8000	SY	\$5.00	\$40,000.00
X	16	Dredging, Hydraulic	3000	CY	\$69.00	\$207,000.00
X	17	Borrow Materials, up to 500 feet from unloading location to placement location (provided by Contractor)	2000	CY	\$37.00	\$74,000.00
X	18	Borrow Materials, up to 500 feet from unloading location to placement location (provided by County)	1000	CY	\$23.00	\$23,000.00
X	19	Borrow Materials, greater than 500 feet from unloading location to placement location (provided by Contractor)	2000	CY	\$44.00	\$88,000.00
X	20	Borrow Materials, greater than 500 feet from unloading location to placement location (provided by County)	1000	CY	\$29.00	\$29,000.00
X	21	Mixing Borrow Materials	1000	CY	\$8.00	\$8,000.00
X	22	Stabilization Type B LBR 40, 9"	100	SY	\$35.00	\$3,500.00
X	23	Aquatic Harvesting of Vegetation	120	HR	\$173.00	\$20,760.00

## EVALUATION TABULATION

ITB-C No. 24-0336-ITB-C

Open Conveyance Maintenance: Operation and Maintenance Work Order Contract

Bid Submittal					All Around Maintenance and Rehab II LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	24	Shoreline Conveyor (equipment time only)	20	HR	\$201.00	\$4,020.00
X	25	Tree Trimming w/Bucket Truck	25	HR	\$115.00	\$2,875.00
X	26	Tree Trimming, Roadside	25	HR	\$92.00	\$2,300.00
X	27	Tree Trimming, Spot (Non-Bucket Truck)	50	HR	\$92.00	\$4,600.00
X	28	Certified Arborist	60	HR	\$81.00	\$4,860.00
X	29	Tree Removal (6" – 12" DBH)	550	EA	\$316.00	\$173,800.00
X	30	Tree Removal (>12" – 24" DBH)	150	EA	\$920.00	\$138,000.00
X	31	Tree Removal (> 24" DBH)	25	EA	\$3,450.00	\$86,250.00
X	32	Stump Grinding (6" -12")	100	EA	\$87.00	\$8,700.00
X	33	Stump Grinding (>12" – 24")	40	EA	\$138.00	\$5,520.00
X	34	Stump Grinding (> 24")	10	EA	\$288.00	\$2,880.00
X	35	Treatment of Vegetation, (Garlon 4 or equal)	50	GAL	\$80.50	\$4,025.00
X	36	Debris Disposal, Non-Vegetative	1000	TN	\$76.00	\$76,000.00
X	37	Debris Disposal, Vegetation	3000	TN	\$126.50	\$379,500.00
X	38	Sediment Disposal	12000	TN	\$67.00	\$804,000.00
X	39	Floating Turbidity Barrier	1500	LF	\$8.00	\$12,000.00
X	40	Staked Turbidity Barrier	500	LF	\$14.00	\$7,000.00
X	41	Fence, Staked Silt FDOT Type III	900	LF	\$2.30	\$2,070.00
X	42	Inlet Protection System	25	EA	\$46.00	\$1,150.00
X	43	Synthetic Bales	50	LF	\$17.00	\$850.00
X	44	Dewatering/Bypassing of Ditches and Ponds	250	DAY	\$920.00	\$230,000.00
X	45	Topsoil, Organic (Prepared Soil Layer) 4"	100	CY	\$45.00	\$4,500.00



## EVALUATION TABULATION

ITB-C No. 24-0336-ITB-C

Open Conveyance Maintenance: Operation and Maintenance Work Order Contract

Bid Submittal					All Around Maintenance and Rehab II LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	46	Sod, Argentine Bahia (Sand Grown)	25000	SY	\$7.00	\$175,000.00
X	47	Sod, St. Augustine	7000	SY	\$8.00	\$56,000.00
X	48	Seeding, Argentine Bahia	10000	SY	\$1.50	\$15,000.00
X	49	Hydroseed, Argentine Bahia with Tackifier	6000	SY	\$2.00	\$12,000.00
X	50	Wildflower/Grass Seed mix with PAM Tackifier	10000	SY	\$2.00	\$20,000.00
X	51	Supplemental Charge: Hauling Sod to Hard to Access and Steep Sites	3000	SY	\$3.00	\$9,000.00
X	52	Watering of Landscape Materials (1000 Gals per Unit)	40	1,000 Gals	\$115.00	\$4,600.00
X	53	Watering, Hard to Access Areas (1000 Gals per Unit)	10	1,000 Gals	\$173.00	\$1,730.00
X	54	Coconut Fiber Matting	22000	SY	\$4.00	\$88,000.00
X	55	Straw Matting	15000	SY	\$4.00	\$60,000.00
X	56	Turf Reinforcement Mat	5000	SY	\$7.50	\$37,500.00
X	57	Concrete Cloth	1000	SY	\$104.00	\$104,000.00
X	58	Riprap Rubble, Concrete	200	TN	\$138.00	\$27,600.00
X	59	Riprap Rubble, Limerock	200	TN	\$138.00	\$27,600.00
X	60	Labor, General	1000	HR	\$35.00	\$35,000.00
X	61	Labor, Skilled	350	HR	\$50.00	\$17,500.00
Total						\$3,500,710.00

MATERIALS ADDITIONAL

## 10. Appendices

### 10.1. [Appendix 1 - Permits](#)

**Contractor is responsible for all Permits.**

### 10.2. [APPENDIX 2 – SAMPLE CHANGE ORDER](#)

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

**APPENDIX 2 – SAMPLE CHANGE ORDER**

**APPENDIX 2 – SAMPLE CHANGE ORDER**

**SAMPLE CHANGE ORDER**

PINELLAS COUNTY PURCHASING DEPARTMENT

CLEARWATER, FLORIDA

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

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

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

TO \_\_\_\_\_

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

FOR \_\_\_\_\_

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

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

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

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

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

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

\_\_\_\_\_  
Investigator

APPROVED AS TO FORM:  
OFFICE OF COUNTY ATTORNEY

\_\_\_\_\_  
Director of Purchasing  
Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_20\_\_\_\_

By \_\_\_\_\_  
Attorney

PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Chairman

Attest: KEN BURKE, CLERK

By \_\_\_\_\_  
Deputy Clerk

Use Authorized Signatures Only

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

## APPENDIX 3 - SAMPLE APPLICATION FOR PAYMENT

## APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

## APPLICATION AND CERTIFICATE FOR PAYMENT

**From (Contractor Name)**

---

**Pinellas County Department**

**Payment Application Number****Purchase Order Number**

### Payment Period

to

**From:**

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

## PAYMENT SUMMARY

Original Agreement Amount \$

Retainage \_\_\_\_\_ %

Total Earned Less Retainage \$

Less Previous Payments	\$
------------------------	----

Current Payment Due	\$
---------------------	----

**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)

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 contract 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 \_\_\_\_\_**

**Contractor Date**

**EQUIPMENT LIST**  
**Surface Water Maintenance Services**  
**Proposal Name.:**

**SUBMIT THIS DOCUMENT AS PART OF QUALIFICATION:**

Proposers shall demonstrate that they possess (or have access to [or leased]) a readily available and sufficient fleet of equipment to perform the services of this contract. Some of the necessary equipment requirements to complete the work includes, but is not limited to:

1. **Excavators (mini and long arm)**
2. **Chainsaws, Chippers**
3. **Walking Excavator (Kaiser, Menzi, or equivalent)**
4. **Aquatic Vegetation Harvester (or equivalent)**
5. **Dump Trucks, Flatbed Trailers**
6. **Water Truck with a 2,000 gallon capacity and water hose able to reach extended ranges of 500 feet for hard to access sites and be equipped with a water meter and FDOT safety features**
7. **Traffic control equipment, cones, signage, barricades**

<b>EQUIPMENT (include additional pages as needed)</b>	<b>QUANTITY</b>
Mini Excavator / Attachments:mulcher,bucket	1
Chainsaws	6
Kaiser/ Attachments: 48in saw blade, mowing deck, bucket	1
Dump truck (1) and Flatbed Trailers (3)	4
Water tank with 500ft hose and 3in pump	1
Cones (50) and signage (20)	70
Service Trucks	2
Pickup truck	1
Skid Steer	1
Tractors with Busch hog	2

**Surface Water Maintenance Services Proposal**  
**Name:**


Proposers must list ALL proposed subcontractors to be utilized to perform any work of this contract. Provide name of firm, work role/responsibility and scope of work they will perform. If no subcontractors are proposed then indicate as such below.

[illegible]

# Surface Water Maintenance Services

Proposal Name:

## ATTACHMENT 5

<b>Pinellas County Public Works</b>		
<b>NPDES MS4 Stormwater Inspection Report</b>		
<b>Construction and Maintenance Projects</b>		

\*\*\*TO BE COMPLETED WEEKLY OR AFTER A 0.5 INCH RAIN EVENT\*\*\*

Site Name: \_\_\_\_\_ Date Evaluated: \_\_\_\_\_  
 Address: \_\_\_\_\_ City (if applicable): \_\_\_\_\_  
 Drainage Basin: \_\_\_\_\_ Current weather conditions: \_\_\_\_\_  
 Date of last rain event: \_\_\_\_\_

Point of Contact (POC)		Office:	
Organization/Company Name:		Cell:	
E-Mail Address:		Other:	
Pinellas County POC at Site:		Office:	
E-Mail Address:		Cell:	

Yes No N/A

**A. Compliance Summary**

1: ☐ ☐ ☐ Are there any significant Best Management Practice (BMPs) failures

2: ☐ ☐ ☐ Did pollutants leave the site

3: ☐ ☐ ☐ Is the site impacting any County owned easements without proper notifications

4: ☐ ☐ ☐ Has contaminated run-off from this site impacted Surface Waters or Storm System features on or off site

5: ☐ ☐ ☐ Did turbidity sampling occur as a result of the site visit

Sample Type: \_\_\_\_\_

**Sample Result Summary:**

6: ☐ ☐ ☐ Does the site have an active site plan, E & S plan, SPCC, and/or SWPPP

7: ☐ ☐ ☐ Does the site or operator have past recorded violations

8: ☐ ☐ ☐ Is the site or operator currently under some form of County or State regulatory action

**B. BMP Description**

1: ☐ ☐ ☐ Are all permanent storm water control and drainage features properly maintained and clean

2: ☐ ☐ ☐ Are all temporary BMPs properly installed and maintained

3: ☐ ☐ ☐ Is there any fuel storage and dispensary on site

4: ☐ ☐ ☐ Do all fuel storage areas have proper secondary containment and spill response BMPs

5: ☐ ☐ ☐ Are all spills (if any) properly documented, cleaned, and properly disposed of

**C. BMP Maintenance List**

\*\*use this portion for inspecting best management practices and recommendations to inspect in a follow up

BMP	General Location	Maintenance Need	Date Corrected

\*\*\*if more space is needed continue list on back of the inspection form

Yes No N/A

**D. Other Maintenance Items:**

1: ☐ ☐ ☐ Are stockpile areas and associated BMPs are properly maintained and managed

2: ☐ ☐ ☐ Is trash and debris properly contained and trash storage facilities properly covered

3: ☐ ☐ ☐ Were any illicit discharges or connections observed at the time of the inspection

**CERTIFICATION: Documents shall be signed by the party that completes the document and that party shall make the following certification:**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those were directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Photographs:      Yes                      No                      Total Number:

Inspected by: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Review Date: \_\_\_\_\_

\_\_\_\_\_ Follow-Up Date: \_\_\_\_\_