BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 19, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: July 18, 2023, and August 8, 2023, Regular and Workshop Meetings.
08.08.2023 Workshop Minutes.pdf
08.08.2023 Regular Meeting.pdf
07.18.2023 Workshop Minutes.pdf
07.18.2023 Regular Minutes.pdf

G. CONSENT AGENDA

G.1 Authorize the construction contract for the Treasure Island Dune Walkovers Repair Project
REV TI Dune Walkover Repairs.pdf

G.2 Ratification of Expenses to TLC Diversified, LLC for emergency repair of a wastewater sewer service located at 108th Ave and 1st Street E in the Total Amount of $52,040.00.
108 Ave and 1 St E Sewer Repiar.pdf
TLC_Piggyback_Agreement_-_combined.pdf

H. ITEMS OF BUSINESS

H.1 Second Reading and Public Hearing of Ordinance 2025-06, Budget Amendment to Fund Treasure Bay Tennis Court Resurfacing and Fence Replacement in an amount not to exceed $231,650.
ORDINANCE_2025-06.pdf
Budget Amendment.xlsx
USTA Commitment Letter.pdf
Second Reading Ad.pdf
Ad 50217 Ordinance 2025-06.pdf

H.2 Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton
Budget Amendment 2025-19.xlsx
ORDINANCE_2025-19- INSURANCE PROCEEDS.docx

H.3 First Reading of Ordinance 2025 -18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.
ORDINANCE_2025-18 Loan to Building Fund.docx
Budget Amendment 2025-18.xlsx

H.4 Approval of Resolution 2025-17: Update of Signature Authority
Resolution 2025-17 Signature Authority.pdf

H.5 Approval of Resolution 2025-18: Watershed Management Plan Supplement
RES 2025- 18- Watershed Management Plan Supplement.pdf Watershed Management Plan Supplement.pdf
RES 2021-02 Watershed Managment Plan Adoption.pdf

H.6 Approve City Manager's Purchase Authority of $154,417 to Smith Industries, Inc. d/b/a Smith Fence Company for the Treasure Bay Tennis and Basketball Courts Fence Replacement
SMITH Fence Bid and Contract.pdf
EXHIBIT A, Bid Tabulation.pdf

H.7 Motion to Approve City Manager Purchase Authority of $49,988 to Somerfield Construction Services for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts.
Somerfield Construction Services.pdf

H.8 Kingfish Park (Commissioner Czyszczon)

H.9 Award Piggyback Contract for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements to TLC Diversified, Inc. and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.
TLC Piggyback Agreement - combined.pdf

H.10Discuss Workshops (Vice Mayor Vasquez)

I. COMMISSIONER REPORTS

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: July 18, 2023, and August 8, 2023, Regular and Workshop Meetings.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the minutes of the July 18, 2023, and August 8, 2023, Regular and Workshop Meetings.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
08.08.2023 Workshop Minutes.pdf
08.08.2023 Regular Meeting.pdf

07.18.2023 Workshop Minutes.pdf
07.18.2023 Regular Minutes.pdf

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, AUGUST 8, 2023 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

Present:

Mayor Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Beth Wetzel

Absent:

Vice Mayor Saleen Partridge

Mayor Payne called the meeting to order.

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan did not have a report.

City Manager Amy Davis stated that due to easements, beach renourishments by the Army Corps of Engineers had been put on hold indefinitely, but the City was working with the agency to find a path forward.

B. DISCUSSION

B.1. First Reading of Ordinance No. 2023-11, Allowing for the Ability of the City to Create and Impose Special Assessments for Capital Improvements or Essential Services

City Manager Davis introduced Attorney Christopher Roe, Bryant, Miller, Olive, and the item background. Attorney Roe reviewed a presentation, as contained in background materials. Commissioner Wetzel asked if condominium owners were considered individually or if the property was considered in its entirety. Commissioner Doctor believed the item should move forward and did not foresee any issues. Commissioner Toth made comments regarding the millage rate. Mayor Payne agreed 80 percent was a high enough threshold resident requirement and asked City Manager Davis if the two-step process was

still part of the process. City Manager Davis said the proposed plan was only one step and asked Attorney Roe if there were other options. Mayor Payne believed having two reviews would be beneficial. Discussion ensued on notice options, accurately calculating associated costs, process requirements, and the possibilities of charging fees for staff work.

Mayor Payne called for public comment.

Mr. Jeff Bachman, 1165 8th Street East, disagreed with the ordinance because of City-initiated assessments, agreed that resiliency was important and wanted developers to pay their fair share of development. Discussion ensued on the ability of the City to impose or deny assessments.

City Attorney Cowan wanted clarification on the final.

Mr. Rick Jenning, Isle of Palms, hoped the program would not be abused throughout the City and wanted the voter threshold to be very high and did not want the Commission or City Manager to have the ability to impose an assessment.

Commissioner Toth wanted the threshold to be 70 percent and 80 percent for voting citizens vote. The Commission consented and moved it to the first reading.

B.2. Presentation - Draft Gulf Boulevard Safety Analysis and Design Alternatives Report

Forward Pinellas representatives gave a presentation on safety improvements for Gulf Boulevard. Mayor Payne asked about delivery vehicles parking in turn lanes. The report continued. Mayor Payne questioned why the bike lines were not painted green. Forward Pinellas representative concluded the report. Commissioner Wetzel appreciated the safety ideas. Commissioner Toth believed there was a plan to shift a bicycle lane off Gulf Boulevard. City Manager Davis stated that was part of a connectivity plan. Commissioner Wetzel questioned impacts to drainage. Mayor Payne noted it was a study providing safety options with no immediate financial obligation and wanted to know how State funding could be acquired. Mayor Doctor wanted to know about an additional south segment study. Discussion occurred on the impacts of losing traffic lanes. Mayor Payne asked if traffic had been considered in the study. City Manager Davis said additional studies would be shared soon.

Resident appreciated the presentation and commented on delivery truck parking.

B.3. Financial Report - Quarter 2 – Fiscal Year 2023

Finance Director Mike Munger reviewed the presentation contained in background material. Mayor Payne called for public comment; there was no response.

C. PUBLIC COMMENT

D. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 8, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Payne called the meeting to order and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Beth Wetzel

Absent:

Vice Mayor Saleene Partridge

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There were no changes.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognition of Jason Howard, EMS/Firefighter/Paramedic for 30 years of Service

Fire Chief William Barrs presented the recognition.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mayor Payne called for public comment and remarked on downtown redevelopment.

Ms. Diana Crabill, representative of the Treasure Island Islettes, celebrated Parks and Recreation staff that had assisted the Islettes.

F. COMMISSIONER REPORTS

Commissioner Toth gave reminders about children beginning school, tai chi classes beginning at the library, and museum passes offered at the library.

Commissioner Doctor, Commissioner Wetzel, and Mayor Payne did not have reports.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Regular Minutes of May 16, 2023, and Regular and Workshop of June 20, 2023.

Commissioner Toth moved the Commission approve the Commission Workshop Minutes of May 16, 2023, and the Regular and Workshop minutes of June 20, 2023, seconded by Commissioner Wetzel. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

H. CONSENT AGENDA

Commissioner Toth moved the Commission approve the Consent Agenda as it stood, seconded by Commissioner Wetzel. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

H.1 Revised Grant Agreement with the Florida Department of Environmental Protection in the Amount of $70,000 to Complete a Comprehensive Vulnerability Assessment

I. ITEMS OF BUSINESS

I.1 Acceptance of the Fiscal Year (FY) 2022 Comprehensive Annual Financial Report

Mr. John Brielmaier, Carr, Riggs, and Ingram LLC, presented the information in background material. Mayor Payne made appreciative remarks. **Commissioner Toth moved the Commission accept the comprehensive annual financial report and the results of the annual audit for FY 2022, seconded by Commissioner Wetzel.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.2 Second and Final Reading of Ordinance 2023-09, People's Gas Franchise Agreement

City Attorney Jennifer Cowan read the ordinance by title only. City Manager Amy Davis reviewed the item. Mayor Payne called for public comment; there was no response. **Commissioner Toth moved the Commission approve Ordinance 2023-09, People's Gas Franchise Agreement, on the second and final reading on August 8, 2023, seconded by Commissioner Wetzel.** Mayor Payne explained the agreement was for commercial gas in the City. **The motion carried four to zero.**

I.3 First Reading of Ordinance No. 2023-10, Smoking Ban on Public Beach and Parks

City Attorney Cowan read the ordinance by title only. Mayor Payne highlighted the ordinance number was 2023-10, not 2023-07 as listed in the agenda packet. Chief Barrs explained the item and emphasized the ordinance conformed to surrounding municipalities. **Commissioner Toth moved the Commission approve Ordinance 2023-10, No Smoking on Beaches and Parks, at first reading and schedule a second and final reading, seconded by Commissioner Wetzel.** Commissioner Toth favored the ordinance. Mayor Doctor recognized Mr. Cory Evans and Ms. MaryLou Evans, for their efforts on cleaning up cigarette butts from the beach and Gulf Boulevard. Vice Mayor Partridge agreed with the Ordinance. Mayor Payne provided legislative history on the prohibition and believed it was a good decision.

Mayor Payne called for public comment. Ms. Patty Matt, 23 Island Drive, referenced confrontations on the beach between residents and visitors regarding existing prohibitions and wanted to know how the ordinance would be enforced.

Mayor Payne encouraged Ms. Matt to watch the prior workshop on how to enforce the ordinance and said education was the first step. Ms. Matt did not favor taking away people's liberties considering most of the litter was not cigarette related. **The motion carried four to zero.**

I.4 First Reading of Ordinance 2023-12, Amending the FY 2023 Budget to add two authorized positions for the Grounds Maintenance I/II/III Classification

City Attorney Cowan read the ordinance by title only. Public Works Director Stacy Boyles reviewed the item as contained in background material. **Commissioner Toth moved to adopt Ordinance 2023-12, Amending the FY 2023 budget to add two additional authorized positions for public works grounds maintenance I, II, and II classifications, at the first reading and schedule a second and final reading when it could be published, seconded by Commissioner Wetzel.** Commissioner Wetzel wanted assurance the plan would provide good service for the residents. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.5 Approve the City Manager to negotiate a contract with Kimley-Horn subject to legal review to provide design services for the replacement of the Master Pump Station.

Community Development Director Kathryn Younkin reviewed the background material. Mayor Payne explained the item background. Commissioner Wetzel asked what the plan was for public involvement. **Commissioner Toth moved the City Commission to approve the execution of the contract with Kimberly Horn from RFQ 230-002 for the preparations of the land development regulations, seconded by Commissioner Wetzel.** Mayor Payne called for public comment.

Mr. Stewart Simm, Capri Boulevard, would appreciate clarification in zoning and codes.

Ms. Carol Matthews wanted to know if there would be discussion on downtown development. Mayor Payne advised Ms. Matthews could reach out to him for more information, but that was not on the meeting agenda.

Resident asked if there would be public meetings to discuss the changes to the code and was hoping the public would see the proposed changes and make comments. Mayor Payne said there would be public engagement on the issue.

The motion carried four to zero.

Commissioner Toth moved the City Commission approve the purchasing authority for the scope of work with Kimbery Horn for RFQ 230-002 in an amount not to exceed $132,990 for the preparation of phase 1 of the land development regulations, seconded by Commissioner Wetzel, who asked the project timeline. Director Younkin believed the changes would be adopted in September 2024. City Manager Davis explained additional phases to the land development update. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.6 Spending Authority and Work Authorization Approval for Advanced Engineering and Design (AED) in the Amount of $150,000 for Engineering Services

Director Boyles introduced the item, as shown in background material. Mr. Justin Keller, AED, shared item background and the importance of the program. **Commissioner Toth moved the Commission approve spending authority for AED in the amount of $150,000 for engineering services and authorize the City Manager to execute the attached work authorization with Advanced Engineering, seconded by Commissioner Wetzel.** Mayor Payne expressed appreciation to staff, believed the City was at the cutting edge with the technical manual, felt education was an important element to the project, and relayed the importance of resiliency for the City. Commissioner Wetzel wondered if the project would identify specific plans for areas of the city that were particularly low. Director Boyles noted the watershed management program addressed gravity-based drainage. Mr. Keller explained the manual would provide instructions for each project in the City. Mayor Payne called for public comment.

Ms. Susan Bachman, 11165 8th Street East, favored resiliency, wanted more information on tidal impacts related to rainfall, and hoped the terrain manual would work in conjunction with the land development code updates.

Ms. Boyles confirmed the land development codes would be done in conjunction with the manual and staff were evaluating the impacts of tidal changes.

The motion carried four to zero.

I.7 Authorize the City Manager for the Execution of Purchase Authority to St. Pete Pressure Washing Incorporated for pressure washing services in the amount of $30,000.

Assistant Public Works Director Michael Helfrich explained the item, as contained in the background material. **Commissioner Toth moved the Commission approve and authorize the City Manager for the execution of the purchase authority to St. Pete Pressure Washing Inc. for the pressure washing services in the amount of $30,000, seconded by Commissioner Wetzel.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

Mayor Payne explained the standard meeting and workshop schedules and purpose, addressed online comments about downtown redevelopment, and explained the status of redevelopment of downtown.

J. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, JULY 18, 2023 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

Mayor Payne called the meeting to order.

Present:

Mayor Tyler Payne
Vice Mayor Saleene Patridge
Commissioner Deb Toth
Commissioner John Doctor

Absent:

Commissioner Beth Wetzel

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report.

City Manager Amy Davis reviewed the upcoming budget meeting dates, thanked staff for managing the Independence Day Celebration event, relayed updates from Duke Energy regarding the beautification project, and welcomed Assistant Parks and Recreation Director Mike Baker to the City.

B. DISCUSSION

B.1 Smoking Ban on public beach and parks discussion

City Manager Davis introduced the item, noted other municipalities had adopted similar polices, and highlighted the following aspects of the ordinance: prohibition of smoking and vaping on beaches or in parks, the option to exempt the ordinance for specific events, prohibition of smoking on the central beach trail, the allowance of smoking in parking lots, and discretion to business license holders for smoking in the space between the trail and the hotels. Mayor Payne asked what entities had license agreements for the beach behind their hotel. Vice Mayor Partridge questioned if vaping could be added to the ordinance later because there were concerns with medical vaping uses. Mayor Payne suggested hearing

public comment regarding vaping and favored prohibiting smoking on the trail and putting additional ashtrays in the parking lot. Commissioner Toth believed the intent was to provide fresh air and the trail was for walking. Vice Mayor Partridge wanted to know where the signage would be placed and suggested signage in the parking lot regarding littering. Mayor Payne was confident the message would get out.

Mayor Payne called for public comment.

Doctor Evans, 4th Street, spoke on the chemical impacts of cigarettes and the numerous cigarette butts on the beach and asked why unfiltered cigars were exempted. Mayor Payne said the State had exempted cigars. Mayor Doctor asked Dr. Evans opinion on vaping restrictions, who said he did find vaping cartridges.

Ms. Carrie Arbach, St. Petersburg, brought up issues with enforcing the ordinance, emphasized the importance of educating the public, confirmed there were vape cartridges on the beach, and favored citizen-led citations/warnings. Vice Mayor Partridge said the City could work with the hoteliers to help with education. Discussion continued on smoking on hotel properties.

Commissioner Doctor asked Police Chief John Barkley if parking enforcement could be used for prohibition. Chief Barkley spoke to the importance of education, consistent enforcement, praised the citizen volunteers, and clarified medical marijuana could not be used in public spaces. Vice Mayor Partridge offered other ways to educate about medical marijuana. Responding to Commissioner Doctor, City Attorney Cowan advised the fine was set by the fee schedule. Commissioner Doctor questioned how much money was collected by the City. Answering Mayor Payne, City Attorney Cowan advised if the fee was changed, then the ordinance would have to be adopted, but the City was working to consolidate all fines/fees in one section of the City Codes of Ordinances. Commissioner Toth asked when the Commission would vote on the ordinance. The Commission consented to moving the item forward.

B.2 Discuss the Causeway Landscaping Maintenance Bid and City Grounds Maintenance Staffing

Public Works Director Stacy Boyles introduced the item and reviewed staffing needs. City Manager Davis asked for a summary of existing staff and crew responsibilities. Comments occurred on non-chemical policies and other responsibilities of grounds staffing. Commissioner Doctor opined on issues with outsourcing and praised the work done by the City staff. Commissioner Toth spoke to the benefit of the additional work the grounds crew did. Vice Mayor Patridge echoed appreciation for the grounds crew. Mayor Payne asked about the recruitment of additional staff. Following the discussion, the Commission consented to moving the item forward. City Manager Davis advised it would require a budget amendment.

A representative from J&J Lawn and Landscape LLC advocated for outsourcing services to a landscaping company. Commissioner Toth asked if the company did any work in the area. Discussion continued.

C. PUBLIC COMMENT

Mayor Payne called for public comment; there was no response.

D. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JULY 18, 2023 – 6:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Payne called the meeting to order and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Saleene Partridge

Absent:

Commissioner Beth Wetzel

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS – None.

D. PROCLAMATIONS AND RECOGNITIONS

D.1 Swearing-in of new Treasure Island Fire Rescue Paramedic Elizabeth White

Deputy Fire Chief Brennan and City Clerk Celine Kidwell led the swearing in.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS – None.

F. COMMISSIONER REPORTS

Commissioner Toth appreciated the Fire Department's recognition from the National Heart Association, commented on undergrounding utilities and Independence Day beach cleanup, and requested a drone show for future celebrations.

Commissioner Doctor also remarked on the Independence Day clean up and relayed the fence was going up in Triangle Park.

Vice Mayor Partridge reminded residents of the upcoming median beautification project, encouraged residents/children to enjoy Treasure Bay accommodations, thanked Paradise Island residents for their patience with the Duke Energy enhancement project, and applauded the Independence Day events.

Mayor Payne hoped everyone enjoyed the Fourth of July celebrations.

G. APPROVAL OF MINUTES

G.1 Approval of the Commission Workshop Minutes of May 16, 2023, and Regular and Workshop Minutes of June 6, 2023.

Vice Mayor Partridge moved the Commission approve the Commission Workshop minutes from May 16, 2023, and Regular and Workshop Minutes from June 6, 2023, seconded by Commissioner Toth. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

H. CONSENT AGENDA

Vice Mayor Partridge moved to approve the Consent Agenda as it stood, seconded by Commissioner Toth. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

H.1 Ratify the State of Florida Grant Agreement DMS-22/23-309 with the City of Treasure Island for Cyber Security Services

I. ITEMS OF BUSINESS

I.1 Quasi-Judicial Proceeding - 2nd Reading and Public Hearing - Ordinance 2023-08, Final Plat for "Treasure Island Townhomes Replat"

City Attorney Jennifer Cowan explained the process. City Clerk Kidwell swore in persons for testimony. Mayor Payne asked if any Commissioner had ex-parte communication to disclose; there was no response.

The applicant was available for questions. Principal Planner Jesse Miller reviewed the staff presentation, as contained in background material. Mayor Payne called for public comment; there was no response.

Vice Mayor Partridge moved to approve Ordinance 2023-08, Final Plat for Treasure Island Townhomes Replat, at the second reading and public hearing, seconded by Commissioner Toth. City Attorney Cowan read the ordinance by title only. **The motion carried four to zero.**

I.2 First Reading of Ordinance 2023-09, People's Gas Franchise Agreement

City Attorney Cowan read the ordinance by title only. City Manager Amy Davis reviewed the item. **Vice Mayor Partridge moved to approve Ordinance 2023-09, People's Gas Franchise Agreement, at the first reading and schedule a second and final reading on August 8, 2023, seconded by Commissioner Toth.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.3 Resolution 2023-07, Appointments to the Code Enforcement Board

City Clerk Kidwell introduced the item. Questions ensued about the requirements, the reason for board vacancies, and terms of the appointment. Following clarification from City Manager Davis, Commissioners spoke on preferred candidates.

Mayor Payne asked if any of the applicants were available for questions; there were none.

City Manager Davis conducted the selection process. On discussion, the Commission came to consensus on Zee Schnake, Marvin Shavlan, and Jeff Richardson for the at-large positions and Michael Finch and Mark Alexander as alternative members. **Vice Mayor Patridge moved to approve the appointments to the Code Enforcement Board being Zee Schnake, Marvin Shavlan, and Jeff Richardson, with the alternates being Michael Finch and Mark Alexander and to adopt Resolution 2023-07, to be made effective July 18, 2023, seconded by Commissioner Toth.** Mayor Payne stated the Commission needed to clarify the 2025 slots versus the 2024 slot and said the resolution could be filled in in the order Vice Mayor Patridge read them. **Vice Mayor Patridge said okay.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.4 Resolution 2023-06 - Off-Shore Drilling

City Manager Davis reviewed background material. **Vice Mayor Patridge moved to approve the Resolution 2023-06, a resolution of the City of Treasure Island, Florida, in opposition to off-shore drilling activities and the expansion of off-shore drilling in the Gulf of Mexico, seconded by Commissioner Toth.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.5 Adopt Resolution No. 2023-08 - Proposed Property Tax Millage Rate for Fiscal Year 2024

City Manager Davis reviewed the item. Vice Mayor Partridge relayed residents' requests to lower the millage. After confirming the motion was to set the highest possible millage rate, which could be lowered later, **Vice Mayor Patridge moved to adopt Resolution 2024-08, setting the proposed millage rate at 3.8129 mills for the FY 24, and holding the first public hearing of that budget on Tuesday, September 5, 2023, at 6 p.m. at the City of Treasure Island City Hall, seconded by Commissioner Toth.** Vice Mayor Partridge reiterated residents' requests to lower the millage rate based on increased property values. Commissioner Toth encouraged residents to attend the budget public hearings to understand the reasoning behind the budget. Vice Mayor Patridge stated residents could request information on salaries through public records requests. Discussion continued on personnel costs and merit increases. Mayor Payne highlighted the City millage rate was only a portion of the real estate taxes and the need for improving the City infrastructure. Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

Discussion continued. City Manager Davis confirmed the first August meeting had been moved to Tuesday, August 8, 2023, and the fourth week, August 23, 2023. Mayor Payne stated the first budget public hearing was September 5, 2023.

I.6 Authorize the City Manager for an increase in Purchase Authority to Hyfab Corporation for Garbage Truck Repairs from the initial amount of $60,000 to $80,000 for Fiscal Year 2023

Public Works Director Michael Helfrich reviewed the item, as contained in background material, and highlighted a change in the proposed motion. **Vice Mayor Partridge moved to approve and authorize the City Manager to increase the purchase authority up to $80,000 for heal repair and replacement services for the maintenance of the garbage trucks with Hyfab Corp, seconded by Commissioner Toth.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.7 Authorize the City Manager for the Execution of Purchase Authority to CUES Incorporated for the repairs and maintenance of the CUES TV Inspection Vehicle in the amount of $35,000.

Director Helfrich explained the item. Vice Mayor Patridge asked Director Helfrich to expand on the device and its use. Mayor Payne asked for information on the vendor. Questions continued regarding the prior expenses and the life-span of the camera/truck. **Vice Mayor Partridge moved to approve and authorize the City Manager to execute the purchase order to CUES Inc. for the repairs and maintenance of the CUES TV inspection vehicle for the amount of $35,000, seconded by Commissioner Toth.** Mayor Payne called for public comment; there was no response. **The motion carried four to zero.**

I.8 City Manager Annual Performance Evaluation

Human Resources Director Tiffany Makras presented the item. Vice Mayor Patridge asked for the population size of comparable City Manager salaries and wanted to ensure the City Manager was paid a comparable rate. Mayor Payne opined not all municipalities were full service, and referring to the Commissioners' evaluations ratings, believed the merit increase would be 2.49 percent and a general wage increase of 3 percent for the City Manager. Vice Mayor Patridge relayed residents' beliefs that 5.49 percent increase was too high and complaints about a lack of customer service and downtown City projects.

Mayor Payne stated Commissioners were elected to use their own judgement and understanding of City business and explained his ratings on efficiency. Discussion continued on resident concerns. Commissioner Toth noted that Crewe Culture was an increased priority and remarked on the wide-spread issues concerning supply chain. Commissioner Doctor believed the City was moving forward. **Commissioner Toth moved to approve and authorize a 5.49 percent pay increase for the City Manager's annual salary, which would take effect on her anniversary date, June 2, 2023, seconded by Commissioner Doctor.** Mayor Payne called for public comment; there was no response. **The motion carried three to one; Vice Mayor Patridge voted no.**

J. ADJOURNMENT

The meeting was adjourned at 7:33 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the construction contract for the Treasure Island Dune Walkovers Repair Project
BACKGROUND:	The City of Treasure Island maintains 27 beach dune walkovers that provide residents and guests access to the Gulf beachfront. During the 2024 hurricane season many of the beach dune walkovers sustained damage ranging from complete destruction to varying levels of needed repair.
POLICY/PURPOSE:	The City of Treasure Island is dedicated to being a good fiscal and environmental steward of the community while providing high quality public services to meet the needs of our residents, business owners, and visitors. The Gulf beaches play a large role in the community which prides itself as a waterfront destination that is enjoyed by thousands of visitors every year. The proposed repair project for dune walkovers which were damaged during the 2024 hurricane season will provide enhanced, safe access to the beachfront for all who come to enjoy the Treasure Island beaches.
STRATEGIC PLAN RELEVANCE:	The Financial and Economic Development Section of the City's Strategic Plan includes Goal 2 Maximize the Utilization of the City's Resources, Objectives - Continue toward the replacement of City Facilities, and Infrastructure Road Map - Bold Action 6: Rehabilitate Dune Walkovers

ANALYSIS/DISCUSSION:

Following several discussions with FDEP regarding allowable maintenance and repair work, Public Works staff proceeded with preparing the necessary documentation to apply for permission to proceed with the repair work. Areas that sustained the most damage to the dune walkovers also sustained extreme dune loss. The County is proceeding with beach renourishment in the near future, and areas where there is uncertainty as far as dune reconstruction are receiving a simple post and rope system. This will be installed to control pedestrian access along a centralized path at the same location as the previous dune walkovers, limiting access to protect remaining natural beach vegetation.

Due to funding constraints, dune walkovers at 99th Avenue, 121st Avenue and 124th Avenue will be included in a subsequent phase of repair work.

FUNDING:

Funding will be provided from Department 5391 - Beach Maintenance Fund, Category: 56 - Capital Outlay, Item 001-5391-63402 Dune Walkovers. The Department of Public Works requests approval of a not to exceed price of $294,300 to be allocated to this project.

MOTION:

I move that the City Commission authorize the construction contract for the Treasure Island Dune Walkovers Repair Project

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ATTACHMENTS:

REV TI Dune Walkover Repairs.pdf

C & T

CONTRACTING SERVICES

Tampa, FL

P R O P O S A L

Attn: Estimating

July 30, 2025

Revised 8/12/2025

Project: Treasure Island Dune Walkovers
Location: Treasure Island, Florida

We are pleased to submit our proposal for the above referenced project, as follows. This proposal includes the management and cost to perform the following scope of work.

-There are no engineered plans, all work will be completed to restore walkovers to existing conditions or conditions described in the proposal below.
-No consideration was included within the proposal if there are new codes that may contradict what was built previously.
-Work associated with a limited number of manhours and material that has an allowance established will be tracked with time and material. If it is found that the work will take longer than or exceed the material allowance, C&T Contracting will notify Treasure Island in advance of proceeding with additional work. An additional 20% fee will be assessed for additional materials and labor exceeding the allowances below.

The proposal includes multiple mobilizations.

#1 126th Ave 100' of Rope rails 1.5" Pro manila rope and 15 6x6x8 PT posts	$7,600
#2 125th Ave 200' Walkway with rails on both sides Remove top rail (4 runs) Clean screws Cull and stack for future use Remove center rail and dispose of bowed boards Install culled material to center rail Install new 4 pcs to top rail 2x6 composite similar color	$43,800

*Allowance to fix lean in walkway 60 man hours @ $50.00 * material allowance for lean fix $ 1000 Dump trailer to remove debris Frame and fix steps 50’ of rope rails Stainless fasteners	
#3 124th Ave	
#4 123rd Ave 250’ Walkway with rails on both sides Remove top rail (4 runs) Clean screws Cull and stack for future use Remove center rail and dispose of bowed boards Install culled material to center rail Install new 4 pcs to top rail 2x6 composite similar color	$48,300

*Allowance to fix lean in walkway 60 man hours @ $50.00 * material allowance for lean fix $ 1000 Dump trailer to remove debris Frame and fix steps 3 steps w/rails Stainless fasteners	
#5 122nd Ave 300' Walkway with rails on both sides Demo 25' end & remove Frame 1 step down to beach Remove top rail (4 runs) Clean screws Cull and stack for future use Remove center rail and dispose of bowed boards Install culled material to center rail Install new 4 pcs to top rail 2x6 composite similar color Dump trailer to remove debris Frame and fix steps Stainless fasteners	$52,700
#6 121st Ave	

Fix screw pops Stainless fasteners	
#9 103rd Ave 314' Walkway with rails on both sides Remove top rail (4 runs) Clean screws Cull and stack for future use Remove center rail and dispose of bowed boards Install culled material to center rail Install new 4 pcs to top rail 2x6 composite similar color *Allowance to fix lean in walkway 60 man hours @ $50.00 * material allowance for lean fix $ 1000 Dump trailer to remove debris Stainless fasteners	$33,400
#10 102nd Ave Replace cracked 4x4 and lean	$4,000
#11 100th Ave Fix tilt at beach platform Equipment rental Misc materials and fasteners	$6,000
# 12 99th Ave	

Dump trailer to remove debris Stainless fasteners	
#13 Sunset Vista North (new overlook with benches) Cantilever joists out 5' to create a 5'x10' overlook with benches New decking on this section and new rails w/ benches all built out of composite	$18,600
#14 Sunset Vista South (new overlook with benches)	$18,600
#16 Ring Billed North Parking lot 40' posts and rope	$3,200
#17 Ring Billed South Parking lot 40' posts 12' OC and rope	$3,200
#20 Tern Lot South 80' posts and rope	$6,400
#21 Tern Lot North 80' posts and rope	$6,400
#23 Sunset Beach 1 40' posts and rope	$3,200
#24 Sunset Beach 2 90' posts and ropes and demo old walkway	$9,700
#25 Sunset beach 3 120' posts and rope and remove 65' walkway	$13,200
#26 Sunset beach 4 Remove 65' steps to beach, frame new steps	$16,000

Total $294,300

This proposal is for the supplying of all material, labor, equipment and supervision for the completion of the works as per outlined below:

General Items:

1. Materials (Included) – Wood, hardware, supports, etc... for completion of this scope.
2. Equipment - Forklifts, form work, shoring, etc... for completion of this scope.
3. Work to have a one year warrantee period.
4. Proposal is based on one mobilization to the site to perform work. Additional mobilizations are a minimum $3,000 per mobilization.

Payment Terms:

1. Monthly Billing

Exclusions:

1. Building corners and elevation survey.
2. Builders Risk Insurance – If work is to be completed within hurricane season, sections will be considered complete and will be opened for beneficial use to the public. The city will take ownership of these sections and only the sections being rehabilitated will be covered by builder's risk insurance.
3. Warrantee will not cover damage from future storms, vandalism, or any other damage. Warrantee only covers workmanship.
4. Plans and permits.
5. Bonds.
6. Anchor bolts, straps, weld plates, angle iron, steel lintels, bollards, etc.
7. Site grade and pad elevations to be coordinated prior to cut/fill activities.
8. Site shall be stabilized for access of concrete and pump trucks around building.
9. Electricians/plumbers shall back fill and compact trenches to original grade.
10. Water and electricity shall be furnished by G.C.
11. Dewatering / wellpointing/Socking by others. This includes surface water managment. All work to be performed in the dry.
12. Testing- materials, floor flatness, etc…
13. Relocation or removal of excess excavated materials.
14. Demolition of any kind. Except as noted in the proposal above.
15. Soil poison/Termite Treatment
16. Corrosion Inhibitors
17. Waterproofing Admixtures
18. Pipe Forms or Sleeves - supplied and located by others.
19. Thrust Block
20. Duct Banks
21. Specialty Concrete Coatings.
22. Pipe Encasements
23. Foundation Prep - digging or placement of #57 stone by others.
24. Pipe Saddles
25. Grating, railings, or ladders.
26. Foundation and Slab Prep
27. Shoring and Dewatering of structures

28. Pipe Piers or Encasements.
29. Stairs or Railings.
30. Grating
31. Grouting

We look forward to being of service.

Sincerely,



Chris Telson
Operations Manager
CTcontractingservicesllc@gmail.com
Cell: 813-616-3210

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Ratification of Expenses to TLC Diversified, LLC for emergency repair of a wastewater sewer service located at 108th Ave and 1st Street E in the Total Amount of $52,040.00.
BACKGROUND:	During the connection of the wastewater service piping to the FIre and Police temporary structures located at 108th Street, a leak was found at a crack in the piping at the main connection point. Based on the depth of the needed work and the surrounding existing utilities, the repairs were determined too difficult for the Public Works crew to undertake. The City contacted TLC and utilized the existing Utility Rehabilitation and Construction Services Contract 240055-B-AS to have the work completed. The cost for the emergency repairs is $52,040.00. The City Manager authorized the emergency expenditure under Chapter 2, of the Code of Ordinances of the City of Treasure Island which provides for the following: Sec. 2-277. - Authorization of purchases; emergencies. In the event an emergency requires the expenditure of more than $25,000.00, the City Manager may approve the purchase and shall bring the expenditure to the City Commission for ratification at a regular meeting of the City Commission.
POLICY/PURPOSE:	Approve the ratification of expenses to TLC Diversified, LLC for the emergency repair of a wastewater sewer service located at 108th Ave and 1st Street E in the Total Amount of $52,040.00.
STRATEGIC PLAN RELEVANCE:	Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	The City contacted TLC to contrat for an emergency repair Work Order and utilized the existing Utility Rehabilitation and

	Construction Services Contract 240055-B-AS to have the work completed. The cost for the emergency repairs is $52,040.00. The City Manager authorized the emergency expenditure under Chapter 2, of the Code of Ordinances of the City of Treasure Island which provides for the following: Sec. 2-277. - Authorization of purchases; emergencies. In the event an emergency requires the expenditure of more than $25,000.00, the City Manager may approve the purchase and shall bring the expenditure to the City Commission for ratification at a regular meeting of the City Commission.
FUNDING:	The Wastewater Fund contingency account and any necessary transfers will be used for this emergency repair.
MOTION:	I move that the City Commission ratify the expenditure of expenses to TLC Diversified, LLC for emergency repair of a cracked wastewater sewer service located at 108th Ave and 1st Street E in the Total Amount of $52,040.00.

ATTACHMENTS:
108 Ave and 1 St E Sewer Repiar.pdf
TLC_Piggyback_Agreement_-_combined.pdf

Utility Rehabilitation and Construction Services **240055-B-AS**

TLC Diversified, Inc.

Work Order #: 108th Ave and 1st St E sewer main repair

Current Work Order Information

Total Work Order Cost **$** 52,040.00

Will Subcontractors to be used on project?: No

if yes, please list company names below

1 _____

2 _____

3 _____

Days to Complete: _____

Changes to Work Order

Change Order #: _____

Increase Current Work Order by: **$** _____

Decrease Current Work Order by: **$** _____

Updated Work Order Total: **$** **52,040.00**

Additional Days Needed: _____

Utility Rehabilitation and Construction Services				240055-B-AS
Bid Sheets				

M&P = Measurement and Payment	Specs = Specifications
UOM = Unit of Measurement	LF = Linear Feet
EA = Each	SY = Square Yard
N/A = Not Applicable	SF = Square Foot
VF = Vertical Feet	CY = Cubic Yard
TN = Ton	ED = Each Day
LB = Pound	HR = Hour
FDOT = Florida Department of Transportation Specifications	Revisions in red

Item #	M&P Item #	Description	UOM	Qty	Unit Cost	Extended Cost
1		**Restoration, includes maintaining for 30 days after completion**				
3	1.01	Sodding - Bahia	SY	100	$ 20.00	$ 2,000.00
6		**Control and abatement of erosion and water pollution**				
10	1.02	Filter Sock or Log	EA	2	$ 125.00	$ 250.00
11		**Earthwork and related operations**				
15		**Asphaltic concrete surface and friction courses**				
16	1.04	1-1/2" asphalt, Superpave Asphalt Base, Type B-12.5 3"of Asp	SY	20	$ 77.00	$ 1,540.00
17	1.04	1" asphalt overlay, Superpave Asphalt Base, Type B-12.5	SY		$ 73.00	$ -
18	1.04	Full depth asphalt, Superpave Asphalt Base, Type B-12.5	TN		$ 400.00	$ -
19	1.05	Milling (not to exceed a thickness of 1")	SY		$ 40.00	$ -
20	1.06	Crushed concrete base, 12" thick	SY	10	$ 160.00	$ 1,600.00
26	1.07	Roadway density test	EA	6	$ 200.00	$ 1,200.00
27	1.08	Proctor	EA	2	$ 300.00	$ 600.00
32	1.11	Flowable fill	CY		$ 275.00	$ -
33	1.12	Remove and dispose of existing asphalt and concrete (truck measure)	CY	18	$ 250.00	$ 4,500.00
34		**Concrete sidewalk, driveways and curb elements**				
35	1.09	Concrete sidewalk or driveway 4" thick	SY		$ 150.00	$ -
36	1.09	Concrete sidewalk or driveway 6" thick	SY	4	$ 175.00	$ 700.00
37	1.09	Type F curb & gutter	LF		$ 40.00	$ -
38	1.09	2' valley gutter (Miami)	LF		$ 65.00	$ -
39	1.09	Special Refill Materials - Crushed Stone	LF	2	$ 175.00	$ 350.00
45		**Traffic control devices**				
46	1.13	Barricade type I or II, with warning light 4signs and 16 drums	ED	192	$ 5.00	$ 960.00
47	1.13	Barricade type III, with warning light 6	ED	72	$ 15.00	$ 1,080.00
53	1.13	Signs, construction 7	ED	70	$ 10.00	$ 700.00
54	1.13	Arrow boards - 5' minimum horizontal size	ED		$ 75.00	$ -
59	1.13	Thermoplastic striping -- solid or 6" - 10" skip single yellow or white stripe	LF		$ 8.00	$ -
267		**Initial repair excavation, for the first 25 feet of excavation at the following pipe depths (includes mobilization)**				
281	1.27	0'- up to 6' depth	EA	1	$ 8,500.00	$ 8,500.00
289		**Additonal repair excavation, per foot in excess of 25 feet at the following pipe depths to be paid for under separate pay items**				
290	1.28	0'- up to 6' depth	LF		$ 150.00	$ -
298		**Sheeting**				
300	1.30	Sheeting - Removed	SF	120	$ 55.00	$ 6,600.00
301		**Dewatering**				
302	**1.31**	**Fuel included for well point pumps**				
304	1.31	Well point pump - Initial, 6' - 8' depth (up to 12 well points)	EA	1	$ 4,500.00	$ 4,500.00
313	1.31	Well point pump - Additional 8' - 10' depth (per well point)	EA	12	$ 75.00	$ 900.00
326		**Gravity sewer pipe C900 DR18 (Green) service pipe**				
332	1.33	4" C900 DR18 (Green) service pipe	LF		$ 60.00	$ -
333	1.33	6" C900 DR18 (Green) service pipe SDR26	LF	6	$ 85.00	$ 510.00
334	1.33	8" C900 DR18 (Green) service pipe SDR26	LF	6	$ 105.00	$ 630.00
354		**Sewer plugs**				
355	1.35	Up to 8" plug	EA	1	$ 250.00	$ 250.00
359		**Gravity sewer pipe fittings**				
361	1.35	8" x 8" x 6" C900 PVC wye SDR26	EA	1	$ 1,000.00	$ 1,000.00
403		**Removal of existing pipelines - nonhazardous**				
405	1.39	6" through 8" diameter pipe	LF	12	$ 45.00	$ 540.00
501		**Sewer Cleanout Installations**				
502	1.45	Cleanout installation in grass area (up to 5 feet in depth)	LF		$ 1,600.00	$ -
515		**Miscellaneous**				
516	1.47	Emergency work premium	EA	1	$10,000.00	$ 10,000.00

TLC Diversified, Inc.

Vendor Name

$ 46,910.00

Utility Rehabilitation and Construction Services					210102-B-JL
Out-of-Scope Work Order - TLC Diversified, Inc.					
				Work Order #	
Item #	Description	UOM	QTY	UNIT COST	EXTENDED COST
1	Fernco couplings	LS	1	$ 130.00	$ 130.00
2	Hand excavation for existing utilities	LS	1	$ 5,000.00	$ 5,000.00
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
13					$ -
14					$ -
15					$ -
16					$ -
17					$ -
18					$ -
19					$ -
20					$ -
				Out-of-Scope Total	$ 5,130.00

Agreement between
The City of Treasure Island, FL
And
TLC Diversified, Inc.
Pertaining to Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements

This Agreement is made and entered into this _7th_ day of _August_, 2025 (“Effective Date”), by and between the City of Treasure Island, a Florida municipal corporation whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706 (the “City”), and TLC Diversified, Inc. a Florida corporation whose address is 2719 17th St. E. Palmetto, FL ("CONTRACTOR"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Sanitary Sewer Pump Repairs in the City of Treasure Island; and

WHEREAS, pursuant to the City’s Procurement and Purchasing Policy, when the City finds competitive pricing from existing contracts between other Florida public entities that meet the City’s needs, the City may enter into a “Piggyback” contract at or less than the pricelist provided in the original approved contract; and

WHEREAS, Contractor entered into a 3-year agreement with Pinellas County, Florida, on March 5, 2024 for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement, (the “Pinellas County Contract”) after public procurement of sealed bids (Pinellas County 24-0073-ITB-C), both attached hereto as **Exhibit A**; and

WHEREAS, the City desires to “Piggyback” onto said contract for utilization of the same or similar services, and Contractor consents to such “Piggybacking”.

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Scope of Work. The Scope of Work is as generally identified in Pinellas County Invitation to Bid No. 24-0073-ITB-C and more specifically defined in **Exhibit B** attached hereto and incorporated herein.

3. Contract Terms.

a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the Pinellas County Contract. When "Pinellas County" is mentioned in the Pinellas County Contract, is should be replaced with the "CITY" pursuant to this Agreement.

b. CONTRACTOR agrees to furnish all labor, equipment, machinery, and skill necessary for the entire Scope of Work as set forth in the Pinellas County Contract, to the satisfaction of the CITY by its duly authorized representative.

c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the Pinellas County Contract and more specifically described in **Exhibit B.**

d. Invoices for City work will be submitted to:

The City of Treasure Island
Attn: Accounts Payable
10451 Gulf Boulevard
Treasure Island, FL 33706
Phone (727) 547-4575
Fax (727) 547-4582
finance@mytreasureisland.org

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed on this Agreement or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. Public Records. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent required by law, to keep and maintain

public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTORs response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org and CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL 33706

5. Employment Eligibility Verification (E-Verify). In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR

52.22254 (as-amended) is incorporated in this Agreement by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous.

a. Entire Agreement. This Contract represents the entire agreement between the Parties. No prior discussions or negotiations will be enforceable, unless included in this Agreement.

b. Assignment, Amendment or Modification. This Agreement is not assignable. Any modification to this Agreement must be made in writing and signed by both Parties.

c. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Florida with venue in Pinellas County. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the Pinellas County Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as first above written.

City of Treasure Island:

By:_____

By: Charles Van Zant, City Manager

Contractor: TLC Diversified, Inc.



By: Dalas Lamberson

Title: President

EXHIBIT A

PINELLAS CONTRACT

AGREEMENT

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

TLC Diversified, Inc.

(Corporation, Partnership or Individual Proprietor)

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

2719 17th Street East, Palmetto, FL 34221

herein after designated the Contractor,

WITNESSETH:

That for and in consideration of the sum not to exceed **seven million three hundred seventy-five thousand four hundred thirty-five US dollars and zero cents ($7,375,435.00)** 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: **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) Bid No: 24-0073-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. To 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 hereunder, and to fully complete all necessary Work under the same within not more than **(1095)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.

   C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.

   D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Agreement.

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

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

   G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary

AGREEMENT

by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

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

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

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

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

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

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P. O. Box 2438

Clearwater, FL 33757

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

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

N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

AGREEMENT

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) 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 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.

O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

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").

Should Supplier:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice.
ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting: or
iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

P. 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 J. of this Agreement, "Indemnification".

2. **THE COUNTY AGREES:**

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

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

AGREEMENT

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

3. **IT IS MUTUALLY AGREED:**

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. **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 ORDERS

AGREEMENT

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES

SPECIAL CONDITIONS

SCOPE OF WORK/SPECIFICATIONS

1) Pinellas County Utilities Special Provisions (Special Provisions). Listed in Section 6 of this contract.
2) Pinellas County Public Works Standard Technical Specifications for Roadway and General Construction – latest edition (Roadway Std. Tech. Specs.)
3) FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only - current edition at letting date (FDOT Specifications). Division I is not applicable.

PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

AGREEMENT

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

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this 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: 727-453-3218

Email: mcchartier@pinellascounty.org

6. **BINDING AGREEMENT**

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

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

PINELLAS COUNTY, By and through its Board of County Commissioners

By: _____
Signature

Date: March 5, 2024.

SEAL

ATTEST: KEN BURKE, CLERK

By: _____

CONTRACTOR

By: _____
Signature

Print Name: Dalas Lamberson

Title: President

H51364/CGC041816/CUC053963/CGC1534995/CUC1225581
Contractor's Registration or Certification No. issued by the State of Florida

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney

EXHIBIT B

SCOPE OF WORK

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

EVALUATION TABULATION

ITB-C No. 24-0073-ITB-C STEP 2

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) STEP 2

RESPONSE DEADLINE: January 4, 2024 at 3:00 pm

Report Generated: Wednesday, February 7, 2024

SELECTED VENDOR TOTALS

Vendor	Total
TLC Diversified, Inc.	$7,375,435.00

SANITARY SEWER ITEMS

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-1	Mobilization/ Demobilization (Max 3% of overall cost)	1	LS	$55,000.00	$55,000.00
X	PS-2	Execution of General Requirements	10	EA	$6,000.00	$60,000.00
X	PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4	EA	$3,000.00	$12,000.00
X	PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4	EA	$350.00	$1,400.00
X	PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4	EA	$350.00	$1,400.00
X	PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2	EA	$1,500.00	$3,000.00
X	PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2	EA	$350.00	$700.00
X	PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2	EA	$350.00	$700.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2	EA	$450.00	$900.00
X	PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2	EA	$1,250.00	$2,500.00
X	PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2	EA	$1,250.00	$2,500.00
X	PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2	EA	$1,400.00	$2,800.00
X	PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2	EA	$1,400.00	$2,800.00
X	PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2	EA	$3,000.00	$6,000.00
X	PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2	EA	$3,000.00	$6,000.00
X	PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2	EA	$3,100.00	$6,200.00
X	PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2	EA	$3,200.00	$6,400.00
X	PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2	DAYS	$350.00	$700.00
X	PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4	DAYS	$1,000.00	$4,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4	DAYS	$1,600.00	$6,400.00
X	PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2	DAYS	$1,600.00	$3,200.00
X	PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2	DAYS	$1,650.00	$3,300.00
X	PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2	DAYS	$1,700.00	$3,400.00
X	PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1	EA	$500.00	$500.00
X	PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1	EA	$500.00	$500.00
X	PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1	EA	$500.00	$500.00
X	PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1	EA	$500.00	$500.00
X	PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1	EA	$25.00	$25.00
X	PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1	EA	$25.00	$25.00
X	PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1	EA	$25.00	$25.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1	EA	$25.00	$25.00
X	PS-9A	Resilient Wedge Gate Valve (4" diameter)	3	EA	$1,800.00	$5,400.00
X	PS-9B	Resilient Wedge Gate Valve (6" diameter)	3	EA	$2,100.00	$6,300.00
X	PS-9C	Resilient Wedge Gate Valve (8" diameter)	1	EA	$2,800.00	$2,800.00
X	PS-9D	Resilient Wedge Gate Valve (10" diameter)	1	EA	$2,900.00	$2,900.00
X	PS-9E	Resilient Wedge Gate Valve (12" diameter)	1	EA	$3,200.00	$3,200.00
X	PS-10A	Check Valve (4" diameter)	2	EA	$1,900.00	$3,800.00
X	PS-10B	Check Valve (6" diameter)	2	EA	$2,300.00	$4,600.00
X	PS-10C	Check Valve (8" diameter)	1	EA	$2,800.00	$2,800.00
X	PS-10D	Check Valve 10" diameter	1	EA	$3,300.00	$3,300.00
X	PS-10E	Check Valve 12" diameter	1	EA	$4,700.00	$4,700.00
X	PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40	LF	$35.00	$1,400.00
X	PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40	LF	$45.00	$1,800.00
X	PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40	LF	$65.00	$2,600.00
X	PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20	LF	$75.00	$1,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20	LF	$85.00	$1,700.00
X	PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100	LF	$265.00	$26,500.00
X	PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100	LF	$310.00	$31,000.00
X	PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30	LF	$330.00	$9,900.00
X	PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20	LF	$360.00	$7,200.00
X	PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20	LF	$380.00	$7,600.00
X	PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200	LF	$190.00	$38,000.00
X	PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200	LF	$235.00	$47,000.00
X	PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30	LF	$285.00	$8,550.00
X	PS-13D	Stainless Steel (316-Sch. 40) (Pipe 10" dia.)	20	LF	$300.00	$6,000.00
X	PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20	LF	$310.00	$6,200.00
X	PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60	EA	$325.00	$19,500.00
X	PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40	EA	$415.00	$16,600.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30	EA	$450.00	$13,500.00
X	PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20	EA	$600.00	$12,000.00
X	PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20	EA	$850.00	$17,000.00
X	PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5000	LBS	$23.00	$115,000.00
X	PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2000	LBS	$26.00	$52,000.00
X	PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10	EA	$1,250.00	$12,500.00
X	PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2	EA	$675.00	$1,350.00
X	PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2	EA	$675.00	$1,350.00
X	PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2	EA	$675.00	$1,350.00
X	PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2	EA	$675.00	$1,350.00
X	PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2	EA	$675.00	$1,350.00
X	PS-19	Furnish and Install Bollards (Per Detail)	4	EA	$1,250.00	$5,000.00
X	PS-20	Furnish and Install Wet Well - Concrete	50	CY	$300.00	$15,000.00
X	PS-21	Furnish and Install Wet Well - Fiberglass	300	SF	$91.00	$27,300.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	24	VF	$475.00	$11,400.00
X	PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24	VF	$485.00	$11,640.00
X	PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	100	SF	$225.00	$22,500.00
X	PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)	100	SF	$250.00	$25,000.00
X	PS-26A	Valve Vault (Duplex) (6' x 6')	1	EA	$5,000.00	$5,000.00
X	PS-26B	Valve Vault (Duplex) (7' x 7')	1	EA	$5,500.00	$5,500.00
X	PS-26C	Valve Vault (Duplex) (7'-6" x 8')	1	EA	$6,000.00	$6,000.00
X	PS-26D	Valve Vault (Duplex) (8'-6" x 9')	1	EA	$7,000.00	$7,000.00
X	PS-26E	Valve Vault (Duplex) (9' x 10')	1	EA	$9,500.00	$9,500.00
X	PS-27A	Valve Vault (Triplex) (6' x 7')	1	EA	$5,200.00	$5,200.00
X	PS-27B	Valve Vault (Triplex) (7' x 8')	1	EA	$6,000.00	$6,000.00
X	PS-27C	Valve Vault (Triplex) (7'-6" x 10')	1	EA	$8,600.00	$8,600.00
X	PS-27D	Valve Vault (Triplex) (8'-6" x 11')	1	EA	$9,900.00	$9,900.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-27E	Valve Vault (Triplex) (9' x 12')	1	EA	$10,000.00	$10,000.00
X	PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	50	SF	$140.00	$7,000.00
X	PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50	SF	$140.00	$7,000.00
X	PS-30	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50	SF	$150.00	$7,500.00
X	PS-31	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50	SF	$140.00	$7,000.00
X	PS-32A	Inside PVC Drop Connection to Wet Well (4")	6	VF	$150.00	$900.00
X	PS-32B	Inside PVC Drop Connection to Wet Well (6")	10	VF	$160.00	$1,600.00
X	PS-32C	Inside PVC Drop Connection to Wet Well (8")	6	VF	$185.00	$1,110.00
X	PS-32D	Inside PVC Drop Connection to Wet Well (10")	6	VF	$200.00	$1,200.00
X	PS-32E	Inside PVC Drop Connection to Wet Well (12")	6	VF	$300.00	$1,800.00
X	PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6	VF	$400.00	$2,400.00
X	PS-33	Furnish and Install Fiberglass Liner With Top and Grout	500	SF	$60.00	$30,000.00
X	PS-34	Install Epoxytec Epoxy Liner System	500	SF	$55.00	$27,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-35	Install Enviroline Epoxy Liner System	500	SF	$55.00	$27,500.00
X	PS-38	Furnish and Install Wet Well Draw Tube	100	VF	$80.00	$8,000.00
X	PS-39	Furnish, Install and Remove Temporary Sheeting	500	SF	$20.00	$10,000.00
X	PS-40	Furnish and Install Permanent Sheeting	200	SF	$21.00	$4,200.00
X	PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100	SY	$27.00	$2,700.00
X	PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100	SY	$40.00	$4,000.00
X	PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100	SY	$25.00	$2,500.00
X	PS-44	Flowable Fill	6	CY	$240.00	$1,440.00
X	PS-45	Shell Driveway Base, 6" Thick	20	SY	$110.00	$2,200.00
X	PS-46	Furnish and Install Structural Concrete (4000 psi)	20	CY	$1,450.00	$29,000.00
X	PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150	SY	$350.00	$52,500.00
X	PS-48	Pea Gravel Driveway	4	CY	$200.00	$800.00
X	PS-49	Remove/Reconstruct Concrete Sidewalks	10	CY	$990.00	$9,900.00
X	PS-50	Remove/Reconstruct Concrete Curb and Gutters	150	LF	$50.00	$7,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-51	Grass Restoration by Seeding	4	SY	$10.00	$40.00
X	PS-52	Grass Restoration by Sodding	250	SY	$30.00	$7,500.00
X	PS-53	Special Refill Materials - Crushed Stone	50	CY	$55.00	$2,750.00
X	PS-54	Special Backfill Materials - Sand	20	CY	$50.00	$1,000.00
X	PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40	EA	$400.00	$16,000.00
X	PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20	EA	$450.00	$9,000.00
X	PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20	EA	$625.00	$12,500.00
X	PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20	EA	$700.00	$14,000.00
X	PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20	EA	$700.00	$14,000.00
X	PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	20	EA	$700.00	$14,000.00
X	PS-56A	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1	EA	$49,000.00	$49,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56B	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA	$59,000.00	$59,000.00
X	PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA	$55,000.00	$55,000.00
X	PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA	$65,000.00	$65,000.00
X	PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1	EA	$58,000.00	$58,000.00
X	PS-56F	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1	EA	$58,000.00	$58,000.00
X	PS-56G	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1	EA	$58,000.00	$58,000.00
X	PS-56H	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP VFD Option/cross line bypass option	1	EA	$127,300.00	$127,300.00
X	PS-56J	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP Soft Start Option/cross line bypass option	1	EA	$82,000.00	$82,000.00
X	PS-56K	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/coss line bypass option	1	EA	$93,000.00	$93,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56L	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA	$78,000.00	$78,000.00
X	PS-56M	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	1	EA	$102,000.00	$102,000.00
X	PS-56N	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	1	EA	$77,000.00	$77,000.00
X	PS-56P	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	1	EA	$103,000.00	$103,000.00
X	PS-56R	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	1	EA	$87,000.00	$87,000.00
X	PS-56S	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	1	EA	$130,000.00	$130,000.00
X	PS-56T	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	1	EA	$94,000.00	$94,000.00
X	PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1	EA	$64,000.00	$64,000.00
X	PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1	EA	$64,800.00	$64,800.00
X	PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1	EA	$60,000.00	$60,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1	EA	$62,000.00	$62,000.00
X	PS-56Y	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1	EA	$70,000.00	$70,000.00
X	PS-56Z	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP VFD Option/cross line bypass option	1	EA	$107,000.00	$107,000.00
X	PS-56AA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP Soft Start Option/cross line bypass option	1	EA	$84,000.00	$84,000.00
X	PS-56AB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP VFD Option/cross line bypass option	1	EA	$120,000.00	$120,000.00
X	PS-56AC	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA	$85,000.00	$85,000.00
X	PS-56AD	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel VFD Option/cross line bypass option	1	EA	$124,000.00	$124,000.00
X	PS-56AE	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel Soft Start Option/cross line bypass option	1	EA	$80,000.00	$80,000.00
X	PS-56AF	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 - 40.0 HP Panel - VFD/cross line bypass option	1	EA	$119,000.00	$119,000.00
X	PS-56AG	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1	EA	$130,000.00	$130,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56AH	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1	EA	$138,000.00	$138,000.00
X	PS-56AJ	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1	EA	$154,000.00	$154,000.00
X	PS-56AK	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1	EA	$165,000.00	$165,000.00
X	PS-56AL	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1	EA	$200,000.00	$200,000.00
X	PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1	EA	$30,000.00	$30,000.00
X	PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1	EA	$7,000.00	$7,000.00
X	PS-58A	Furnish and Install Level Sensors Greyline	5	EA	$5,600.00	$28,000.00
X	PS-58B	Furnish and Install Level Sensors Bubbler	5	EA	$17,000.00	$85,000.00
X	PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5	EA	$12,500.00	$62,500.00
X	PS-59	Furnish and Install Floats	10	SET	$2,700.00	$27,000.00
X	PS-60	SCADA/RTU Panel Relocation	4	EA	$1,500.00	$6,000.00
X	PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2	EA	$31,000.00	$62,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2	EA	$9,500.00	$19,000.00
X	PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA	$11,000.00	$22,000.00
X	PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2	EA	$18,000.00	$36,000.00
X	PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2	EA	$20,800.00	$41,600.00
X	PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2	EA	$26,000.00	$52,000.00
X	PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3	EA	$28,000.00	$84,000.00
X	PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3	EA	$38,000.00	$114,000.00
X	PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2	EA	$39,000.00	$78,000.00
X	PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2	EA	$43,000.00	$86,000.00
X	PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2	EA	$46,000.00	$92,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2	EA	$51,000.00	$102,000.00
X	PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2	EA	$56,000.00	$112,000.00
X	PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2	EA	$62,000.00	$124,000.00
X	PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2	EA	$76,000.00	$152,000.00
X	PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2	EA	$84,000.00	$168,000.00
X	PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2	EA	$110,000.00	$220,000.00
X	PS-63	Furnish and Install Mix Flush Valve 3- 23 HP	1	EA	$3,100.00	$3,100.00
X	PS-64	Pump Preventative Maintenance Testing	2	EA	$520.00	$1,040.00
X	PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10	EA	$5,000.00	$50,000.00
X	PS-66	Furnish and Install Area Lighting on Gooseneck	4	EA	$400.00	$1,600.00
X	PS-67	Furnish and Install Short Pole Area Lighting	5	EA	$2,000.00	$10,000.00
X	PS-68	Generator Electrical Work & Startup	1	EA	$8,000.00	$8,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-69A	Pump Discharge Connection (4")	1	EA	$3,000.00	$3,000.00
X	PS-69B	Pump Discharge Connection (6")	1	EA	$4,000.00	$4,000.00
X	PS-69C	Pump Discharge Connection (8")	1	EA	$6,800.00	$6,800.00
X	PS-69D	Pump Discharge Connection (10")	1	EA	$7,800.00	$7,800.00
X	PS-69E	Pump Discharge Connection (12")	1	EA	$10,000.00	$10,000.00
X	PS-70	New Replacement S.S Pump Guide Rails-2 Inch	100	LF	$100.00	$10,000.00
X	PS-71	New Replacement S.S Pump Guide Rails-3 Inch	25	LF	$110.00	$2,750.00
X	PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5	EA	$450.00	$2,250.00
X	PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4	EA	$200.00	$800.00
X	PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4	EA	$450.00	$1,800.00
X	PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2	EA	$200.00	$400.00
X	PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	5	EA	$150.00	$750.00
X	PS-74	Furnish and Install PVC Vent in Wet Well	4	EA	$1,400.00	$5,600.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4	EA	$300.00	$1,200.00
X	PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8	EA	$1,000.00	$8,000.00
X	PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4	EA	$1,500.00	$6,000.00
X	PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2	EA	$1,600.00	$3,200.00
X	PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5	EA	$5,500.00	$27,500.00
X	PS-78	Relocate Existing Potable Water Service	4	EA	$1,200.00	$4,800.00
X	PS-79	Clean and Paint Valve Vault Concrete and Piping	1	EA	$2,800.00	$2,800.00
X	PS-80	Clean and Paint Valve Vault Concrete	2	EA	$1,000.00	$2,000.00
X	PS-81	Clean Existing Wet Well and Dispose of Waste	19	EA	$2,700.00	$51,300.00
X	PS-82	Wet Well Fillet Concrete	50	CF	$75.00	$3,750.00
X	PS-83	Ballast Concrete	24	CY	$200.00	$4,800.00
X	PS-85	Maintenance of Traffic	30000	UNIT	$1.00	$30,000.00
X	PS-86	Labor Rates Forman	99	HR	$95.00	$9,405.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-87	Labor Rates Skilled	100	HR	$75.00	$7,500.00
X	PS-88	Labor Rates Welder with Equipment & Materials	6	DAY	$1,400.00	$8,400.00
X	PS-89	Labor Rates Un-Skilled	100	HR	$45.00	$4,500.00
X	PS-90	Labor Rates Electrician	100	HR	$95.00	$9,500.00
X	PS-91	Labor Rates Electrician Helper	100	HR	$71.00	$7,100.00
X	PS-92	Labor Rates Backhoe Operator	50	HR	$55.00	$2,750.00
X	PS-93	Labor Rates Crane Truck Operator	50	HR	$45.00	$2,250.00
X	PS-94	Labor Rates Dump Truck Driver	50	HR	$45.00	$2,250.00
X	PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20	DAY	$450.00	$9,000.00
X	PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20	DAY	$450.00	$9,000.00
X	PS-97	Equipment Rental Trencher (40 HP)	8	DAY	$50.00	$400.00
X	PS-98	Equipment Rental Generator (10 KW)	6	DAY	$75.00	$450.00
X	PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6	DAY	$150.00	$900.00
X	PS-100	Equipment Rental Trash Pump - 3"	6	DAY	$65.00	$390.00
X	PS-101	Equipment Rental Diesel Pump - 6"	10	DAY	$200.00	$2,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8	HR	$125.00	$1,000.00
X	PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8	HR	$250.00	$2,000.00
X	PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8	HR	$260.00	$2,080.00
X	PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8	HR	$650.00	$5,200.00
X	PS-106	Equipment Rental Light Tower with Generator	8	DAY	$50.00	$400.00
X	PS-107	Equipment Rental Crane Truck (25 Ton or less)	6	DAY	$690.00	$4,140.00
X	005-0900	As-Builts	10	EA	$3,200.00	$32,000.00
Total						$6,649,435.00

UNSPECIFIED ITEMS

Unspecified Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	999-0000	Unspecified Work	726000	EA	$1.00	$726,000.00
Total						$726,000.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TLC Diversified, Inc.

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2719 17th Street East

Requester's name and address (optional)

6 City, state, and ZIP code
Palmetto, FL 34221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 5 1 3 3 0 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ X Dalas Lamberson/President **Date ▶** January 04, 2024

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*.

Purpose of Form

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

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

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

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

APPENDIX 7 – SBE COMPLIANCE FORM

Mandatory SBE PROJECT GOALS: 10 %
PRIME CONTRACTOR NAME: TLC Diversified, Inc.
SUBCONTRACTOR(S) INFORMATION:

COMPANY:	Technical Power Systems	COMPANY:	Ferguson Land Surveyors
ADDRESS:	3135 Dividing Creek Drive Sarasota, FL 34237	ADDRESS:	806 Franklin Street Clearwater, FL 33756
AMOUNT OF SUBCONTRACTED WORK:	$635,250.00	AMOUNT OF SUBCONTRACTED WORK:	$32,000.00
CONTACT:	Brian Stewart	CONTACT:	Timothy Drewett
EMAIL:	brianstewart@verizon.net	EMAIL:	tim@flsurveyors.com
TELEPHONE:	(941) 356-3453	TELEPHONE:	(727) 230-9606
COMPANY:	Keller-Angelillis Design & Manufacturing, Inc.	**COMPANY:**	
ADDRESS:	655 San Christopher Drive Dunedin, FL 34698	ADDRESS:	
AMOUNT OF SUBCONTRACTED WORK:	$75,000.00	AMOUNT OF SUBCONTRACTED WORK:	$
CONTACT:	Charles Angelillis	CONTACT:	
EMAIL:	charles@kellersales.com	EMAIL:	
TELEPHONE:	(727) 733-4111	TELEPHONE:	

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

Name and Title of Authorized Representative: Eric Macek/VP of Pre-Construction

Signature: X

FOR PINELLAS COUNTY USE ONLY:

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

Purchasing Staff Member:

Initials: **Date:**

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

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

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Trench Box	LS	1	$1,000.00	$1,000.00
2.				$	$
3.				$	$
4.				$	$
5.				$	$

For Information Only, Not for Payment Purposes $1,000.00

FLORIDA TRENCH SAFETY

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

A. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).

B. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.

Company Name

X

Name and Title Eric Macek/VP of Pre-Construction

Address:

TLC Diversified, Inc.

2719 17th Street East

Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382

Telephone/Fax

59-2513308

Federal Employee ID NO. (FEIN)

emacek@tlcdiv.com

Email of Account Representative

E-VERIFY AFFIDAVIT

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

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

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

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

Date: January 04, 2024

Federal Work Authorization User Identification No.: Client Company ID Number 1853660 Company ID Number 378981

Name of Pinellas County Contract and Contract No. 24-0073-ITB-C-STEP 2/Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) STEP 2

STATE OF FLORIDA COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of 1) physical presence x or 2) online notarization ___, this 2nd day of January, 2024 (date) by Eric Macek/VP of Pre-Construction (name of officer or agent, title of officer or agent) of TLC Diversified, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]

LINDA KAY MOORE
Notary Public - State of Florida
Commission # GG 963661
My Comm. Expires Mar 20, 2024
Bonded through National Notary Assn.

Notary Public: Linda Kay Moore

Name typed, printed, or stamped: Linda Kay Moore

My Commission Expires: March 20, 2024

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	TLC Diversified, Inc.
Company Facility Address	2719 17th St E Palmetto, FL 34221
Company Alternate Address	2719 17th St E Palmetto, FL 34221
County or Parish	Manatee
Employer Identification Number	59-2513308
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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

Florida	1

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

Name	Lauren McGovern
Phone Number	(941) 722-0621
Fax Number	
Email Address	lmcgovern@tlcdiv.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE **TLC Diversified Inc.**
2719 17th Street East, Palmetto, Florida 34221

as Principal, hereinafter called the Principal, and **Westfield Insurance Company**
P. O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of **OHIO**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Pinellas County, Florida**
Purchasing Dept., Courthouse Annex Bldg., 400 S. Fort Harrison Ave., 6th Floor, Clearwater, FL 33756

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**

Dollars ($ **---5%---**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract FY 25-28; Bid No. 24-0073-ITB-C**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **January**, **2024**

X
DeAnna Justus/Secretary *(Witness)*

TLC Diversified Inc.
(Principal) *(Seal)*
By: X
Eric Macek/VP of Pre-Construction *(Title)*

Natalie C. Demers *(Witness)*

Westfield Insurance Company
(Surety) *(Seal)*
By:
Attorney-in-Fact **Don Bramlage** *(Title)*

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-** - - -

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): TLC Diversified, Inc.

Doing Business As (DBA) (if applicable): N/A

Mailing Address (as shown on W-9): 2719 17th Street East

City, State, Zip (as shown on W-9): Palmetto, FL 34221

Vendor Email (primary company email): dlamberson@tlcdiv.com

Remit to address (as shown on vendor invoice): 2719 17th Street East, Palmetto, FL 34221

Federal Tax ID (FEIN) #: 59-2513308

Vendor Contact Information

Contact Name: Dalas Lamberson/President

Phone Number: (941) 722-0621

Email Address: dlamberson@tlcdiv.com

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) 0.00 **%** 30 **Days**

Deposit (if required) has been paid in the amount of $ 0.00

Proper Corporate Identity is needed for a firm registered with the Florida Division of Corporations. Please visit *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: X

Print Name: Eric Macek

Title: VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

CONTRACTOR REFERENCES

Company Name: TLC Diversified, Inc.

Business Address: 2719 17th Street East, Palmetto, FL 34221

Length of time the company has been in business: 38 Years

How long in present location: 22 Years

Total number of current employees: Full-Time: 103 **Part-Time:** 0

Number of employees you plan to use to service this contract: 10

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: Snell Isle Lift Station #11	**REFERENCE 2: Master Lift Station No. 01**
Company: City of St. Petersburg, FL	Company: **Loxahatchee River Environmental Control District, FL**
Address: **6161 Dr. Martin Luther King Jr. Street N., Ste. 101 St. Petersburg, FL 33703 (Advanced Engineering)**	Address: 2500 Jupiter Park Drive, Jupiter, FL 33458
Telephone: 727-526-9158	Telephone: 561-747-5700 ext. 4024
Contact Name: Justin Keller, P.E.	Contact Name: Kris Dean, P.E.
Contact Email: keller@aed-fl/com	Contact Email: kris.dean@lrecd.org
Company Email: keller@aed-fl.com	Company Email: kris.dean@lrecd.org
REFERENCE 3: Sanitary Sewer Pump Station Rehabs	**REFERENCE 4: Pump Station #190 & Force Main Improvements**
Company: Pinellas County, FL	Company: Pinellas County, FL
Address: **Engineering/Tech Support: 14 S. Ft. Harrison St. Clearwater, FL 33756**	Address: **100 Second Avenue South, Suite 105N St. Petersburg, FL 33701 (Kimley-Horn)**
Telephone: 727-282-6240	Telephone: 727-498-2585
Contact Name: Tom Menke, P.E.	Contact Name: Shelby Hughes, P.E.
Contact Email: tmenke@co.pinellas.fl.us	Contact Email: shelby.hughes@kimley-horn.com
Company Email: tmenke@co.pinellas.fl.us	Company Email: shelby.hughes@kimley-horn.com

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

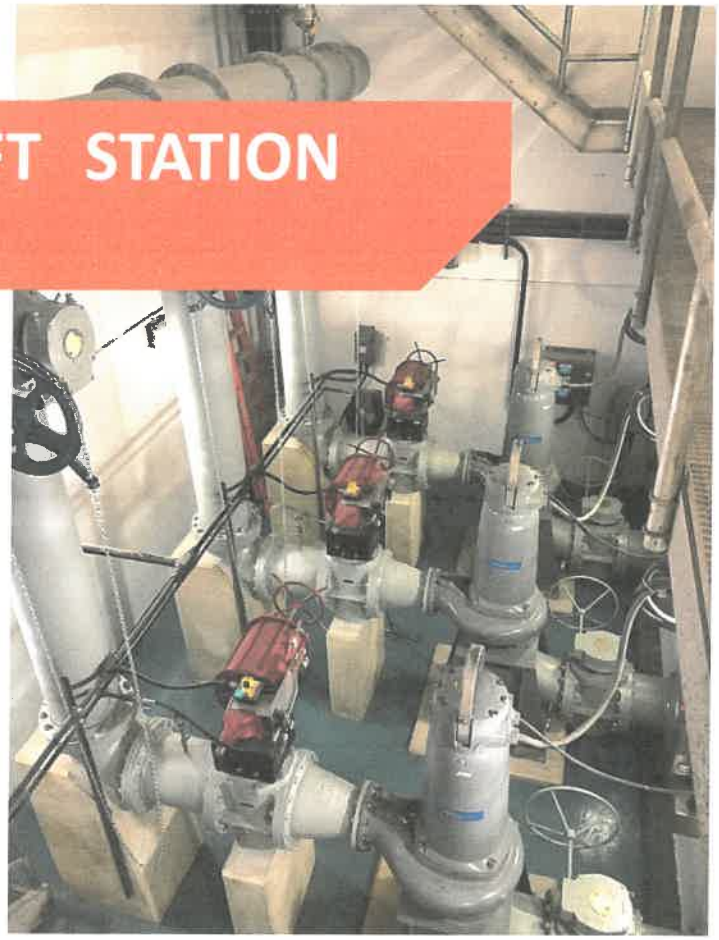
PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

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: TLC Diversified, Inc.

Phone Number: (941) 722-0621

Email: dlamberson@tlcdiv.com AND emacek@tlcdiv.com

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

AFFIDAVIT OF RELEASE AND GUARANTEE

STATE OF FLORIDA

COUNTY OF MANATEE

Before me, the undersigned authority, personally

appeared Eric Macek/VP of Pre-Construction for TLC Diversified, Inc.

who after being duly sworn, deposes and says:

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

Bid Title: **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A),** Bid No: **24-0073-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. X

Eric Macek/VP of Pre-Construction
(Affiant)

STATE OF FLORIDA
COUNTY OF MANATEE
The foregoing instrument was acknowledged before me this January 04, 2024

By Eric Macek/VP of Pre-Construction who is personally known to me and/or has produced

N/A As identification.

LINDA KAY MOORE
Notary Public - State of Florida
Commission # GG 963661
My Comm. Expires Mar 20, 2024
Bonded through National Notary Assn.

Linda Kay Moore
Signature of Person Taking Acknowledgement

Linda Kay Moore/Notary Public
Name of Acknowledger Types, Printed or Stamped

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

TLC Diversified, Inc.

X _____

Bidders Signature

Eric Macek, VP Pre-Construction

January 04, 2024

Date

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Pinellas County, FL by:

Eric Macek, VP Pre-Construction
(print individual's name and title)

for

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place e

entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

TLC Diversified, Inc.

X _____

(Signature)
Eric Macek, VP Pre-Construction

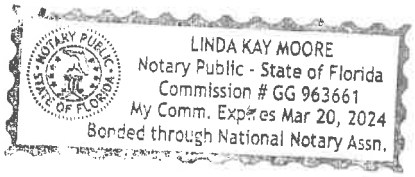
Sworn to and subscribed before me this 4th day of January, 2024

Personally known to me.

Notary Public – State of Florida

_____
(Signature of Notary)
Linda Kay Moore

Notary Stamp:



UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022
Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Thurston Lamberson	Chief Financial Officer and Treasurer
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

I-CGC041816

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CGC041816**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

I-CUC053963

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CUC053963**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD
IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

DIVISION OF CORPORATIONS



Detail by FEI/EIN Number

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

Document Number	H51364
FEI/EIN Number	59-2513308
Date Filed	04/04/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, Deanna
2719 17TH STREET EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2022	02/18/2022
2022	02/21/2022
2023	04/17/2023

Document Images

04/17/2023 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, THURSTON

TLC DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC041816

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, THURSTON

T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC053963

EXPIRATION DATE: AUGUST 31, 2024

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STATE OF FLORIDA
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LAMBERSON, DALAS HAMPTON

TLC DIVERSIFIED, INC.
2719 17TH ST EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC1534995

EXPIRATION DATE: AUGUST 31, 2024

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ISSUED: 11/20/2023

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Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MACEK, ERIC

TLC DIVERSIFIED, INC.
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC1225581

EXPIRATION DATE: AUGUST 31, 2024

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100

State of Florida
Department of State

I certify from the records of this office that TLC DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 17, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of April, 2023

Secretary of State

Tracking Number: 6440105647CC

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

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

QUALIFICATION SUBMITTAL FORM

STEP 1

PART A

If you are currently a pre-qualified construction contractor with FDOT in the applicable work type found in the Special Conditions Section, please check box and fill out OpenGov Fillable-Final and return with signed PART A and provide a bonding letter from surety indicating the maximum amount your company can bond for.

☐ I am Pre-qualified with FDOT in one or more of the work class(s) as referenced in the Special Conditions Section.

Signature by Contractor for PART A Only: N/A

Please print name and email address: N/A

If you are not pre-qualified with FDOT, please complete PART B and include all Qualification Forms.

PART B

The invitation to bid for this Project requires that this qualification submittal be included with the bid and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. If you are not currently pre-qualified with FDOT please provide the following documentation and include with Qualification Submittal Forms by Step One due date referenced in the Notice Section.

1. Provide a bonding letter from surety indicating the maximum amount your company can bond for.
2. Please complete and return the OpenGov Fillable-Final.
3. Provide your experience on Qualification Submittal Forms below outlining projects of a similar size and scope.
4. Provide a minimum of three reference letters from companies that you have performed projects of a similar size and scope.

If any of the above conditions are not met, your company will be disqualified from moving forward with Step Two.

WESTFIELD™

October 10, 2023

RE: TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221
(941) 722-0621

To Whom it May Concern:

Westfield Insurance Company serves as Surety for TLC Diversified, Inc. Westfield is A.M. Best Rated A XV with Federal Treasury listing of $125,138,000. We have a local office in Jacksonville, FL.

We consider TLC Diversified, Inc. to be a valued client and Westfield has written numerous Performance and Payment bonds for them since 2001. We are willing to consider providing bond credit for any single project up to $50 million with an aggregate program of $150 million. At this time, TLC Diversified, Inc. has $60 million of surety credit available.

We are in a position to provide bonding for any project TLC Diversified, Inc. requests of us. This is subject to acceptable contracts, financing and underwriting conditions which exist at that time. This letter is not an assumption of liability. It is issued only as a bonding reference for our respective client.

If any additional information is needed, please feel free to call (440) 829-4940.

Sincerely,

Erin Reddy

Erin Reddy
Surety Underwriter

Sworn to and subscribed before me this 10th day of October, 2023.

Notary Public State of Florida
My commission expires May 19, 2024

Holly B. Sheehan

Holly B. Sheehan

HOLLY B. SHEEHAN
MY COMMISSION # GG 949431
EXPIRES: May 19, 2024
Bonded Thru Notary Public Underwriters

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
TLC DIVERSIFIED, INC.

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FEI/EIN Number	59-2513308
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State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

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2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

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Changed: 04/25/2001

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Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, Deanna
2719 17TH STREET EAST
PALMETTO, FL 34221

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Florida Department of State, Division of Corporations

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TLC Diversified, Inc.

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2719 17th Street East

Requester's name and address (optional)

6 City, state, and ZIP code
Palmetto, FL 34221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-			-			

or

Employer identification number
5	9	-	2	5	1	3	3	0	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ Dalas Lamberson/President **Date** ▶ January 31, 2023

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*.

Purpose of Form

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

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

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

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

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): TLC Diversified, Inc.

Doing Business As (DBA) (if applicable): N/A

Mailing Address (as shown on W-9): 2719 17th Street East

City, State, Zip (as shown on W-9): Palmetto, FL 34221

Vendor Email (primary company email): dlamberson@tlcdiv.com

Remit to address (as shown on vendor invoice): 2719 17th Street East, Palmetto, FL 34221

Federal Tax ID (FEIN) #: 59-2513308

Vendor Contact Information

Contact Name: Dalas Lamberson/President

Phone Number: (941) 722-0621

Email Address: dlamberson@tlcdiv.com

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) N/A **%** N/A30 **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/* 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: X

Print Name: Eric Macek

Title: VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

CONTRACTOR REFERENCES

Company Name: TLC Diversified, Inc.

Business Address: 2719 17th Street East, Palmetto, FL 34221

Length of time the company has been in business: 38 Years

How long in present location: 22 Years

Total number of current employees: Full-Time: 103 **Part-Time:** 0

Number of employees you plan to use to service this contract: 10

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: Snell Isle Lift Station #11	**REFERENCE 2:** Master Lift Station No. 01
Company: City of St. Petersburg, FL	Company: Loxahatchee River Environmental Control District, FL
Address: 6161 Dr. Martin Luther King Jr. Street N.,Ste. 101 St. Petersburg, FL 33703 (Advanced Engineering)	Address: 2500 Jupiter Park Drive, Jupiter, FL 33458
Telephone: 727-526-9158	Telephone: 561-747-5700 ext. 4024
Contact Name: Justin Keller, P.E.	Contact Name: Kris Dean, P.E.
Contact Email: keller@aed-fl.com	Contact Email: kris.dean@lrecd.org
Company Email: keller@aed-fl.com	Company Email: kris.dean@lrecd.org
REFERENCE 3: Sanitary Sewer Pump Station Rehabs	**REFERENCE 4:** Pump Station #190 & Force Main Improvements
Company: Pinellas County, FL	Company: Pinellas County, FL
Address: Engineering/Tech Support: 14 S. Ft. Harrison St. Clearwater, FL 33756	Address: 100 Second Avenue South, Suite 105N St. Petersburg, FL 33701 (Kimley-Horn)
Telephone: 727-282-6240	Telephone: 727-498-2585
Contact Name: Tom Menke, P.E.	Contact Name: Shelby Hughes, P.E.
Contact Email: tmenke@co.pinellas.fl.us	Contact Email: shelby.hughes@kimley-horn.com
Company Email: tmenke@co.pinellas.fl.us	Company Email: shelby.hughes@kimley-horn.com

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

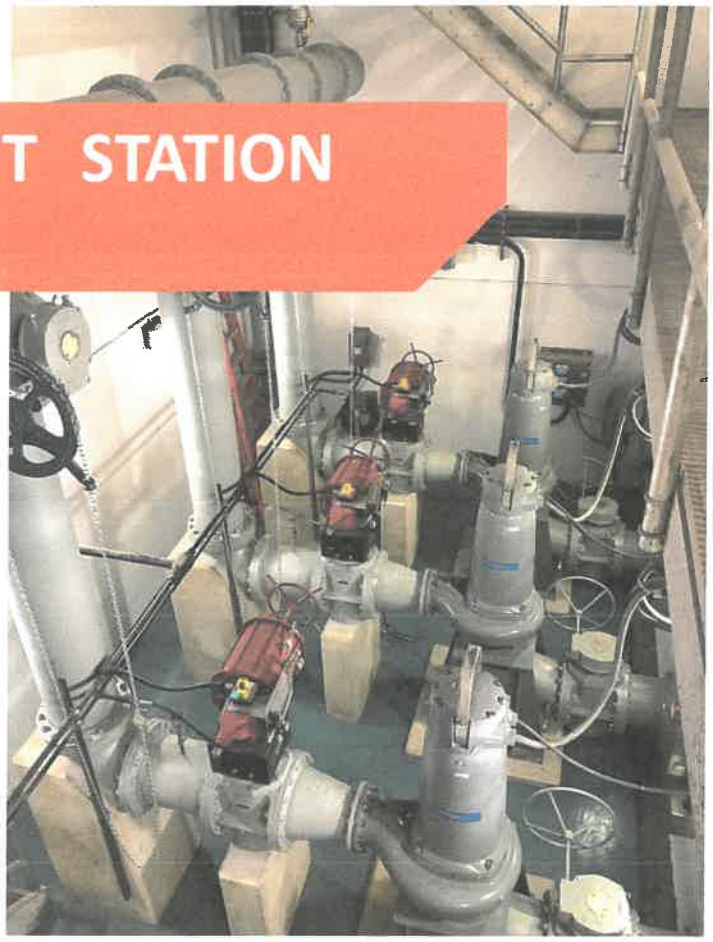
PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

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: TLC Diversified, Inc.

Phone Number: (941) 722-0621

Email: emacek@tlcdiv.com

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

QUALIFICATION SUBMITTAL FORM

Applicable only for contractors who are not pre-qualified with FDOT. The invitation to bid for this Project requires that this qualification submittal be included with the bid and completed in its entirety.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL ON THE FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

TLC Diversified, Inc.

Project 1 (of similar type) Description

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We constructed a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100 kW ... See Attached Reference Sheet for Project 1901

Owner of Project - Contact Information

City of St. Petersburg, FL / Snell Isle Lift Station # 11
Name

Procurement & Supply Management: One 4th St. N., 5th Floor Procurement Dept., St. Petersburg, FL 33701
Address

Michael Schlesinger, CPPG-Sr. Procurement Analyst / (727) 893-7223 / michael.schlesinger@stpete.org
Telephone Number and Email Address:

Project Manager - Contact Information

Justin Keller, P.E. / Advanced Engineering
Name

6161 Dr. Martin Luther King Jr. Street North, Suite 101, St. Petersburg, FL 33703
Address

(727) 526-9158 / keller@aed-fl.com
Telephone Number and Email Address:

Project Award Amount: $1,678,985

Final Project Total Amount: $1,67,985

Design Professional/Engineer Estimate:	$ 1.04 Million	**Change Orders**	$ 0.00
Scheduled Completion Date	December 03, 2019		
Actual Completion Date	January 14, 2020		

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 2 (of similar type) Description

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three (3) new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We ... See Attached Reference Sheet for Project 1811

Owner of Project - Contact Information

Loxahatchee River Environmental Control District, FL / Master Lift Station No. 01

Name

2500 Jupiter Park Drive, Jupiter, FL 33458

Address

Kris Dean, P.E., Deputy Executive Director / (561) 401-4024 / kris.dean@lrecd.org

Telephone Number and Email Address:

Project Manager - Contact Information

Kris Dean, P.E.

Name

2500 Jupiter Park Drive, Jupiter, FL 33458

Address

(561) 747-5700 ext. 4024 / kris.dean@lrecd.org

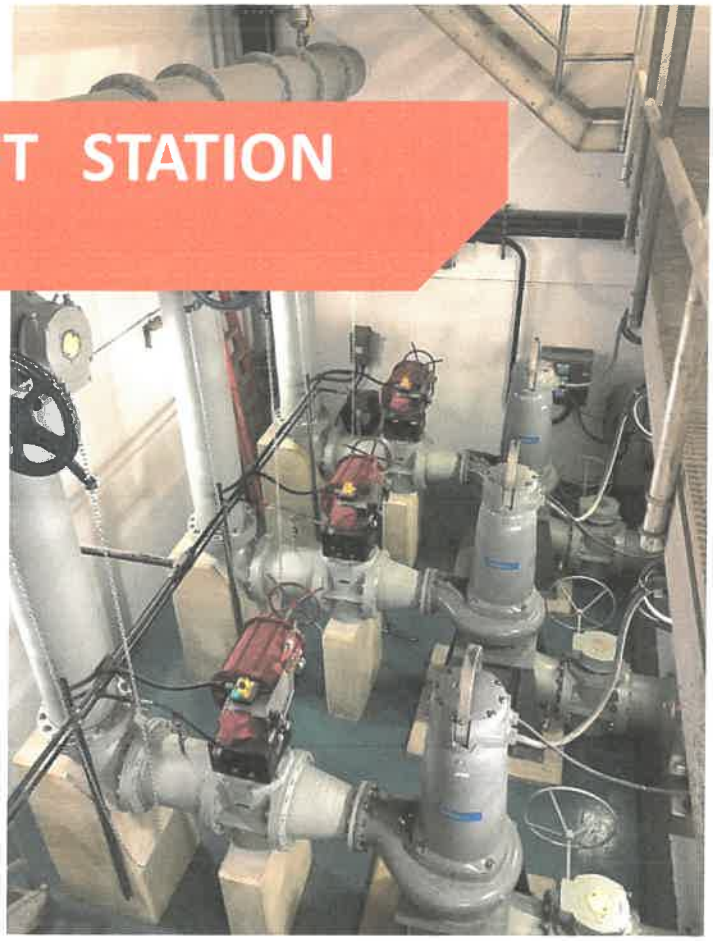
Telephone Number and Email Address:

Project Award Amount: $1,860,777.00

Final Project Total Amount: $1,903,370.22

Design Professional/Engineer Estimate:	$ 1.3 Million	**Change Orders**	$ 42,593.22
Scheduled Completion Date	July 23, 2019		
Actual Completion Date	July 23, 2019		

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 3 (of similar type) Description

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible ... See Attached Reference Sheet for Project 181301

Owner of Project - Contact Information

Pinellas County, FL / FY 2018-2021 Lift Station Rehabs

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

Thomas Menke, P.E. / (727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Manager- Contact Information

Tom Menke, P.E.

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

(727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Award Amount: $ 5.72 Million

Final Project Total Amount: $ 5.72 Million

Design Professional/Engineer Estimate:	$ 6 Million	**Change Orders**	$ 0.00
Scheduled Completion Date	October 22, 2018		
Actual Completion Date	October 22, 2021		

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 4 (of similar type) Description

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, ... See Attached Reference Sheet for Project 190301

Owner of Project - Contact Information

Pinellas County, FL / Pump Station # 190

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

Thomas Menke, P.E. / (727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Manager- Contact Information

Tom Menke, P.E.

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

(727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Award Amount: $1.79 Million

Final Project Total Amount: $1.85 Million

Design Professional/Engineer Estimate: $ 1,704,025

Change Orders $ 0.06 Million

Scheduled Completion Date October 28, 2020

Actual Completion Date October 28, 2020

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

February 24, 2020

Mr. Dalas Lamberson, Vice President
TLC Diversified, Inc.
2719 17th Street E.
Palmetto, FL 34221

RE: WRF Improvements, Phase 2
City of Key Colony Beach, Florida
Mittauer & Associates, Inc. Project No. 0604-10-1

Dear Mr. Lamberson:

We appreciate TLC Diversified team's efforts on the subject project. The project was a significant milestone for the City and has allowed them to remain compliant with their FDEP permit limits as well as address rehabilitation and/or replacement of components that had exceeded their service life. TLC Diversified was instrumental in the successful completion of this long-term project, and we appreciate their 'team-work' to achieve the various project goals.

TLC Diversified's field staff integrated well with the City's operations team, and collectively worked with them to make adjustments and address concerns raised during the course of construction. They were also very open with our staff and had good field communications that assisted our oversight efforts.

Again, thanks to the TLC Diversified team for their dedicated efforts on our project, and we look forward to working with your staff on future projects.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj

AECOM

July 07, 2014

TLC Diversified, Inc.
2719 17th St. East
Palmetto, FL 34221

Subject: Letter of Recommendation for Construction Services

To Whom It May Concern:

This letter is to inform you that AECOM, Inc. has worked with Thurston Lamberson and TLC Diversified, Inc. as a continuing contractor for Water and Wastewater projects and Design/Build Projects for several years. Mr. Lamberson and his staff were very professional throughout the duration of the projects and handled the delivery of the projects very well. Mr. Lamberson was always available to answer any questions and was quick to respond to any requests.

TLC Diversified, Inc. Employees produced Quality Work. Their Professionalism showed in all of their employees from Superintendents to the Field Laborers. Their in-house Engineering Department and Project Managers always showed a high degree of knowledge of construction, and were able to resolve any problems encountered.

TLC Diversified, Inc. provided qualified personnel with plenty of experience to complete the projects in a timely manner. Construction crews were well experienced and were able to address problems when they were encountered. I highly recommend TLC Diversified, Inc. for any construction projects. They are reliable, knowledgeable, and provide a quality finished product.

Sincerely,

Clay Woodburn, E.I.
Project Engineer
Environment

AECOM
150 North Orange Avenue
Orlando, FL 32801
T 407.843.6552
F 407.839.1789

CITY OF
Boca Raton

UTILITY SERVICES
1401 GLADES RD • BOCA RATON, FL 33431
PHONE (561) 338-7300
FAX (561) 338-7345
(FOR HEARING IMPAIRED) TDD (561) 367-7046
www.myboca.us

August 20th, 2020

Mr. Nitish Krishnan, Project Manager
TLC Diversified, Inc.
7233 Southern Blvd, Suite B-1
West Palm Beach, FL 33413

Re: Headworks Building Rehabilitation Project (City Project No. 71-14-009)
City of Boca Raton, Florida

Dear Mr. Krishnan,

We appreciate TLC Diversified team's efforts on the subject project. TLC Diversified was instrumental in the successful completion of this long-term project and we appreciate all efforts put towards achieving this goal.

TLC Diversified's field and project management staff integrated well with the City's staff, had open communication between each other which helped resolve any obstacles which arose during construction.

Again, thanks to the TLC Diversified team for their efforts on our project, and we look forward to working with your staff on future projects.

Brandon Tufts

Brandon M. Tufts | Utility Services Construction Manager
City of Boca Raton, Utility Services Department
1401 Glades Road • Boca Raton, FL 33431
C 561-239-0969 | P 561-338-7374 | btufts@myboca.us

QUALIFICATION SUBMITTAL FORM (continued)

Applicable only for contractors who are not pre-qualified with FDOT

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information			
Firm Name: TLC Diversified, Inc.			
Street Address: 2719 17th Street East	**City:** Palmetto	**State:** Florida	**ZIP:** 34221
Additional Info:			

Officer/Director Information			
Officer/Director/Member: Dalas Lamberson	**Title:** President	**DOB:** 09/28/1978	Upon Request
Notes:			
Officer/Director/Member: Mark Selph	**Title:** VP of Operations	**DOB:** 05/14/1971	Upon Request
Notes:			
Officer/Director/Member: Eric Macek	**Title:** VP of Pre-Construction	**DOB:** 01/04/1980	Upon Request
Notes:			
Officer/Director/Member: Robert LaChance	**Title:** Construction Manager	**DOB:** 05/28/1967	Upon Request
Notes:			
Officer/Director/Member DeAnna Justus	**Title:** Secretary	**DOB:** 12/04/1974	Upon Request
Notes:			
Additional Information: (On Vendor or Contract Requirements) Thurston Lamberson	CFO/Treasurer	02/12/1951	Upon Request

BID SUBMITTAL OFFICERS FORM

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

The Bidder further agrees to execute the Agreement within 10 calendar days after receipt of notice of award, and within the time frame of the Agreement.

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

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

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

TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

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

PRESIDENT Dalas Lamberson (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

SECRETARY DeAnna Justus (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

TREASURER Thurston Lamberson (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

QUALIFICATION FORMS – BID SUMMARY

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

TLC Diversified, Inc. By _____
Corporation Name Vice President of Pre-Construction/Eric Macek

CORPORATE SEAL

Dalas Lamberson/President
Thurston Lamberson/CFO Qualifying Agent

CGC041816 / CUC053963 / H51364
Contractor's Registration or Certificate No. issued by the State of Florida

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

Name N / A — Printed Name — **ADDRESS:** N/A

Name N/A — Printed Name — **ADDRESS:** N/A

Name N/A — Printed Name — **ADDRESS:** N/A

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

N/A
Company Name

By: N/A
Name of Firm or Qualifying Agent
N/A
Contractor's Registration or Certification No. issued by the State of Florida

UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022
Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Thurston Lamberson	Chief Financial Officer and Treasurer
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Dalas Lamberson

DIRECTOR:

Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

INVITATION TO BID - CONSTRUCTION (ITB-C)

24-0073-ITB-C

SANITARY SEWER PUMP STATION REPAIR, REHABILITATION, AND IMPROVEMENT CONTRACT FOR FISCAL YEARS 2025-2028 (PID 000964A)

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: undefined

QUESTION SUBMISSION DEADLINE: undefined

PROPOSAL SUBMISSION DEADLINE: undefined, TBD

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

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

Pinellas County

INVITATION TO BID - CONSTRUCTION (ITB-C)

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement

Contract for Fiscal Years 2025-2028 (PID 000964A)

Table of Contents

No table of contents entries found.

Attachments:

A - OpenGov Fillable- Final

B - E-Verify_Affidavit

C - SBE_FORM

D - Final Plans

E - APPENDIX 1-Permits

F - Sample Change Order

F - Technical Specifications

G - Sample Application for Payment

H - QUALIFICATION SUBMITTAL FORM

I - Sample Performance and Payment Bonds

J - Affdavit of Release and Guarantee

W - Florida Trench Safety Form

1. Notice

INVITATION TO BID

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

ITB - Construction 2-Step

24-0073-ITB-C

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A)

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 FOR120 DAYS AFTER OPENING DATE.

PUBLIC MICROSOFT TEAMS MEETING - https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTk2ZDM5NzgtZmFiOS00ZWM1LTk1NjgtYWIxOWZiYzliMGQ4%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

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

Contract is a work order/unit priced based contract centered around all work required to rehabilitate existing Pinellas County Pump Stations. Work shall include, but not be limited to, new pumps, bases, piping, control panels, controls, remote, telemetry units, valves, vaults, hatches, concrete coatings, wiring and any other work that may be identified during preparation of work orders.

2.2. Background

The award of this contract is consistent with the Sanitary Sewer Pump Renewal and Replacement Program based on a twenty (20) year life cycle to rehabilitate all pump stations in Pinellas County Utilities inventory. This project is budgeted in the Sewer Enterprise Fund for fiscal years 2025 through 2028.

2.3. Contact Information

Michelle Jurek
Procurement Analyst
400 S. Ft. Harrison Ave. 6th Floor
Clearwater, FL 33756
Email: mjurek@co.pinellas.fl.us
Phone: (727) 464-4382

Department:
PUBLIC WORKS

2.4. Timeline

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FDOT: The Florida Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Than Normal Working Hours: The hours of 7:01 PM to 6:59 AM Monday through Friday and any time Saturday, Sunday, and Holidays. County holidays are as follows: New Year Day, January 1st, Martin Luther King Day, 3rd Monday in January, Memorial Day, Last Monday in May, Juneteenth, June 19th, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans Day, November 11th, Thanksgiving Day, 4th Thursday in November, Friday following Thanksgiving, and Christmas, December

25th. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the proceeding Monday or following Friday is also recognized as a holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the official holiday. If the holiday falls on a Sunday, the proceeding Monday is observed as the official holiday.

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

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

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

PC Std. Tech. Spec.: Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition at time of advertisement) shown on the Pinellas County website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Instructions & General Conditions for Submittals

4.1. INSTRUCTIONS & PROCEDURES

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

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

B. **SUBMITTAL METHOD & FORMAT**

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

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

    a. How do I convert my files to PDF format?

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

    c. Should I scan everything and save as PDF?

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

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

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

D. **INTEGRITY OF SOLICITATION DOCUMENTS**

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

E. **LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

2. Modifications in writing received prior to the time set for the submittal will be accepted.

F. **WITHDRAWAL OF SUBMITTAL**

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

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

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

H. **REJECTION OF SUBMISSION**

1. The County may reject a submittal if:

   a. The contractor incorrectly states or conceals any material fact in the solicitation.

   b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.

   c. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.

   d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.

   e. The County reserves the right to waive minor informalities or irregularities in any submittal.

I. **PUBLIC REVIEW AT OPENING**

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

J. **TABULATION INQUIRIES**

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

4.2. PRE-CONFERENCE

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

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

4.3. JOINT VENTURES

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

4.4. AWARD OF CONTRACT - ITB

A. The contract will be awarded to the lowest responsive, responsible bidder whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.

B. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the respondent qualifies their bid by specified limitations. See Rejection of Submission.

C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.

D. Prices quoted must be Free on Board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

E. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful respondent, will result in a binding contract without further action by either party.

4.5. PROTEST PROCEDURE

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

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

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

Requirements to protest.

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

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

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.".

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

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

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

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

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

"Review of director's decision."

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

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

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

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

4.6. ADA REQUIREMENT FOR PUBLIC NOTICES

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

4.7. ADDITIONAL REQUIREMENTS

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

4.8. COLLUSION

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

4.9. CONFLICT OF INTEREST

A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.

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

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

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

4.10. CONTRACT STANDARD TERMS & CONDITIONS

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

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

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

4.11. CONTRACTOR CAPABILITY / REFERENCES

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

4.12. CONTRACTOR LICENSE REQUIREMENT

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

4.13. CORPORATE REGISTRATION

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

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/ for this information on how to become registered.

4.14. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.

B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.

C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

4.15. E-VERIFY

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

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

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

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

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

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

4.16. EXCEPTIONS

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

4.17. INDEMNIFICATION

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

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

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

4.19. INSURANCE

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

4.20. LOBBYING

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

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

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity

affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

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

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

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

4.21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

4.22. NON-EXCLUSIVE CONTRACT

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

4.23. PROCUREMENT POLICY FOR RECYCLED MATERIALS

A. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

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

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

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

4.24. PROVISION FOR OTHER AGENCIES

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

4.25. PUBLIC EMERGENCIES

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

4.26. PUBLIC ENTITY CRIMES STATEMENT

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

4.27. PUBLIC RECORDS/TRADE SECRETS

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

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

A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;

B. That to the extent that the contractor with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;

C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

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

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

4.28. TRUTH IN NEGOTIATIONS

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

5. Special Conditions

5.1. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS

A. It is the policy of the Board of County Commissioners (Board) that SBE qualified firms have the maximum opportunity to participate on County projects. In this regard, the contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBE qualified firms have the maximum opportunity to participate in this contract. Failure of the bidder to comply with SBE pre-award requirements may result in rejection of the bid. Failure of the contractor to perform contractual requirements of the SBE requirements pertaining to this contract may constitute a material breach of the contract and may result in contract termination

B. This section outlines the requirements for Small Business Enterprise (SBE) participation as outlined in Purchasing Procedures Section 14. An SBE is defined as a local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:

1. The business must serve a commercially useful function.
2. The business must be located in Pinellas, Hillsborough, Pasco, or Manatee Counties.
3. The company's total annual sales do not exceed the maximum 3-year average gross revenue of three 3 million dollars for businesses providing services or gross revenues not exceeding (8) million for construction service providers.
4. The number of employees of the company does not exceed the maximum 3-year average of 50 employees.

C. Information pertaining to SBE registration may be found at the Economic Development website: www.pced.org/page/sbe.

D. The Board has established an overall annual goal for the participation of SBE qualified firms in all construction contract awards of $100,000 or more. As subcontract awards by the successful bidder on this solicitation to SBE qualified firms are essential to the achievement of the Board's SBE goals, this specification includes requirements with which bidders must comply. Bidders must meet the goal as set forth below for participation of SBE qualified firms.

E. In connection with this solicitation and resulting contract, a goal of **(10%)** has been established for participation by SBE firms as subcontractors. The goal shall be applied to the full monetary value of the contract and shall be reflected in the monetary portion spent on subcontractors for consulting or construction services to be awarded to those SBE qualified firms meeting contract specifications.

F. Provisional reciprocity shall be granted to SBE firms that are principally domiciled in Pinellas, Pasco, Hillsborough, and Manatee Counties and have registered through that agency or municipality. SBE firms qualified by the State of Florida and located in the counties listed above will also be granted reciprocity.

G. In order to be considered for provisional certification and be counted toward the goal attainment, the contractor or subcontractor must be registered with the Pinellas County Department of Economic Development website www.pced.org/page/sbe.

H. The Subcontractors/Material Suppliers List (List) must be completed and submitted with your bid submittal. Refer to Appendix 7, SBE Compliance Form. The List must include the suppliers name, scope or type of work to be performed and dollar amount. The identification of all SBE firms to be utilized on the project must be shown on this List. This List is the basis for determining whether the bidder met the SBE goal attainment.

5.2. TWO-STEP QUALIFICATION PROCESS

This Invitation to Bid requires a Two-step process. All interested bidders must complete Step One: Qualification Submittal Forms (either Part A or Part B). Awards of bids for construction services with an engineering estimate in excess of $100,000 will only be made to:

- Bidders who have pre-qualified with the Florida Department of Transportation (FDOT) in prequalification work type of UNDERGROUND UTILITIES (WATER & SEWER)**,** in the amount that equals or exceeds their bid (complete Part A only),
- Bidders who have successfully provided all additional requested documentation (complete Part B only).

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

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

5.3. PRICING/PERIOD OF CONTRACT

Unit prices bid of listed items shall be held firm from the date the contract is signed by the Contractor until the project is completed and accepted by the Board of County Commissioners. Unless otherwise approved by the County, the Contractor shall commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than 1095 consecutive calendar days.

5.4. PRE-BID CONFERENCE:

Not applicable.

5.5. SITE VISIT:

Not Applicable.

5.6. PRE-COMMENCEMENT MEETING

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

5.7. 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.

5.8. CONTRACT SECURITY

A. The bidder shall provide a performance bond and a payment bond in the form prescribed in this solicitation, and each in the amount of 100% of the agreement amount, the costs of which are to be paid by the bidder. The bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed $500,000.00, the Surety Company:

    a. is licensed to do business in the State of Florida;

    b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;

    c. has twice the minimum surplus and capital required by the Florida insurance code at the time the invitation to bid is issued;

    d. is otherwise in compliance with the provisions of the Florida insurance code; and

e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

2. For contracts over $500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the surety company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the agreement.

3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within 5 calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

5.9. LICENSES, PERMITS, FEES AND TAXES

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

1. Impact Fees.

2. Inspection Fees.

3. Other permits or fees required by Pinellas County for the completion of the work, if applicable.

4. License fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida construction license. These are not Pinellas County Government fees, but the contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

5. The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees

to Pinellas County. The contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the work, shall be paid by the contractor.

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

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. STORAGE OF MATERIALS

Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.

5.17. 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.

5.18. 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.

5.19. CONTRACTORS AND SUBCONTRACTORS

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.

2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. Within 10 days after, the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor(s) and a summary description of the Work subcontracted. The Design Professional/Engineer/Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal

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

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

A. All Work shall be done in accordance with the Contract Documents.

B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.

C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

E. Contractor's Supervision

1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.

2. Contractor's Superintendent:

    a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.

    b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.

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

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

    a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.

    b. The Worksite Traffic Supervisor shall be available on a 24 hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials

needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

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

2. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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

a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in

writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.

b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

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

5.21. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, Agreement Time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all Work is to be completed. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within 2 regular Work days after the

commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Contract Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.

D. If the Contractor complies with the 2 regular workdays notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Board an extension to the Contract Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Managers finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the board.

5.22. 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.

5.23. WEEKEND/HOLIDAY RATE

A. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of **$**100 (Sat & Sun) per man hour for each Saturday and Sunday, and **$**150per man hour for each holiday, on which the Contractor works.

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

5.24. LIQUIDATED DAMAGES

A. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not completed within the time specified.

B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**N/A for each Calendar Day after the Contract Time. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated

damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

5.25. PINELLAS COUNTY'S COMMITMENT TO SAFETY

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

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

5.26. CHANGES IN THE WORK

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

B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.

C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.

D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor

disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.

E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum 10% markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum 5% markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the 10% markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.

G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

5.27. 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.

5.28. MEASUREMENT AND PAYMENT

A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.

B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.

D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.

E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.

F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.

G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted

proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.

H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than $1,000.00 for earthwork items, or more than $100.00 for any other item.

I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials:

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

5.29. PAYMENTS TO CONTRACTOR

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than 30 days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.

D. Contractor shall submit 3 notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within 10 calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").

E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the

Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.

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

H. Invoices: See Section A General Conditions Payments/Invoices

5.30. ACCEPTANCE AND FINAL PAYMENT

A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.

B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.

C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).

D. Final Acceptance

1. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments

shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.

2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

E. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.

2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

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

5.31. 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.

5.32. 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.

5.33. 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.

5.34. SITE INVESTIGATION

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

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

C. The Contractor acknowledges that they have satisfied themself 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 themself 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 themself 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.

5.35. 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.

5.36. OTHER WORK

A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.

B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within 48 hours of being notified of the other Work. If the Contractor fails to send the above required 48 hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time/Job Order Completion Time or adjustment to the Agreement Amount/Job Order Amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

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

5.37. 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.

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

A. The materials, products and equipment described in the Contract Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Pinellas County Purchasing Department, by the question deadline on page 1. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the

substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of approval or disapproval of a proposed substitution shall be final.

C. If the Purchasing Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

5.39. SUBMITTALS AFTER AWARD

A. Schedule

1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within 10 days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.

2. For lump sum items within the Pricing Proposal Section, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.

3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County’s written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager’s written approval of same shall be a condition precedent to County's obligation to pay Contractor.

4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.

B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as

required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.

C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within 30 calendar days after notice of award is received by Contractor..

D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.

E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design

Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.

F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.

G. Shop Plans/Working Plans

1. 7 complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for review.

2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors. The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project

Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.

4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.

5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.

6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately 21 days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:

    a. Contractor submittals of alternative design features or modifications to the original design.

    b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

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

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

3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall

meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.

4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.

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

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

5.40. 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 36 months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

5.41. 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.

5.42. 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.

5.43. SURVEY AND LAYOUT

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

A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.

B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.

C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.

D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).

E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.

F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.

G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.

H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:

1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.

2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

5.44. 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 indicted 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.

5.45. 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.

5.46. LUMBER PRODUCED IN STATE OF FLORIDA

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

B. The following does not apply:

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

5.47. GUARANTEE OF WORK

All Work shall be guaranteed for 18 months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

5.48. WARRANTY

The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into a Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within 18 months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

6. Insurance Requirements

6.1. INSURANCE (General)

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

6.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at 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. 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.

7. Scope of Work

7.1. OBJECTIVE/JUSTIFICATION

The work includes furnishing all labor, tools, equipment, material, and performing all operations necessary to rehabilitate sanitary sewer pumping stations, as shown on the drawings and as specified, in order to return to service for an extended period of time without future repairs.

7.2. REQUIREMENTS

See specifications.

7.3. DELIVERABLES

See specifications.

8. Vendor Questionnaire

8.1. SUBMITTAL CHECKLIST

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your response.

A. Contractor Acceptance Form - Signature Page

B. Contractor References

C. ePayables Form

D. W-9 Form

E. E-Verify Affidavit (Notarized)

F. Current Certificate(s) of Insurance

G. Peformance and Payment Bond

For responses to ITB Construction 2-Step and ITB Construction JOC, the following are also required:

A. Bid Bond

B. SBE Compliance Form

C. Florida Trench Safety Act Form

Additional documentation may be requested by the County to ensure contract compliance.

8.1.1. CONTRACTOR ACCEPTANCE

Download the below documents, complete, and upload.

- Vendor.acceptance.5.31.2023...

8.1.2. Performance and Payment Bonds

Please confirm you understand that if you are the awarded vendor you will be required to provide the attached Performance and Payment Bonds prior to work commencing under this contract. Please see Attachments for bond forms.

☐ Please confirm

8.1.3. Bid Bond

Please upload your Bid Bond here.

*8.1.4. SBE Compliance Form**

Please upload your SBE Compliance Form. Please see Attachments for form.

*Response required

*8.1.5. PRICING PROPOSAL AND DELIVERY DAYS**

Pricing must be submitted within the #Pricing Proposal and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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.

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/ for this information on how to become registered.

*Response required

*8.1.6. Bid Submittal **

Please attach Bid documents.

Step 1 Submission must include Qualification Forms Part A or Part B. Please see Attachments for Qualification Forms.

Step 2 Submission must include Bid Summary/Pricing Proposal.

*Response required

9. Pricing Proposal

SANITARY SEWER ITEMS

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-1	Mobilization/ Demobilization (Max 3% of overall cost)	1	LS		
PS-2	Execution of General Requirements	10	EA		
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4	EA		
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4	EA		
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4	EA		
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2	EA		
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2	EA		
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2	EA		
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2	EA		
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2	EA		
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2	EA		
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2	EA		
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2	EA		
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2	EA		
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2	EA		
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2	EA		
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2	DAYS		
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2	DAYS		
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2	DAYS		
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2	DAYS		
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4	DAYS		
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4	DAYS		
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2	DAYS		
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2	DAYS		
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2	DAYS		
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1	EA		
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1	EA		
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1	EA		
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1	EA		
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1	EA		
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1	EA		
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1	EA		
PS-9A	Resilient Wedge Gate Valve (4" diameter)	3	EA		
PS-9B	Resilient Wedge Gate Valve (6" diameter)	3	EA		
PS-9C	Resilient Wedge Gate Valve (8" diameter)	1	EA		
PS-9D	Resilient Wedge Gate Valve (10" diameter)	1	EA		
PS-9E	Resilient Wedge Gate Valve (12" diameter)	1	EA		
PS-10A	Check Valve (4" diameter)	2	EA		
PS-10B	Check Valve (6" diameter)	2	EA		
PS-10C	Check Valve (8" diameter)	1	EA		
PS-10D	Check Valve 10" diameter	1	EA		
PS-10E	Check Valve 12" diameter	1	EA		
PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40	LF		
PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40	LF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40	LF		
PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20	LF		
PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20	LF		
PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100	LF		
PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100	LF		
PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30	LF		
PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20	LF		
PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20	LF		
PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200	LF		
PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200	LF		
PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30	LF		
PS-13D	Stainless Steel (316-Sch. 40) (Pipe 10" dia.)	20	LF		
PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20	LF		
PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60	EA		
PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40	EA		
PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20	EA		
PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20	EA		
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5,000	LBS		
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2,000	LBS		
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10	EA		
PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2	EA		
PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2	EA		
PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2	EA		
PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2	EA		
PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2	EA		
PS-19	Furnish and Install Bollards (Per Detail)	4	EA		
PS-20	Furnish and Install Wet Well - Concrete	50	CY		
PS-21	Furnish and Install Wet Well - Fiberglass	300	SF		
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	24	VF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24	VF		
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	100	SF		
PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)	100	SF		
PS-26A	Valve Vault (Duplex) (6' x 6')	1	EA		
PS-26B	Valve Vault (Duplex) (7' x 7')	1	EA		
PS-26C	Valve Vault (Duplex) (7'-6" x 8')	1	EA		
PS-26D	Valve Vault (Duplex) (8'-6" x 9')	1	EA		
PS-26E	Valve Vault (Duplex) (9' x 10')	1	EA		
PS-27A	Valve Vault (Triplex) (6' x 7')	1	EA		
PS-27B	Valve Vault (Triplex) (7' x 8')	1	EA		
PS-27C	Valve Vault (Triplex) (7'-6" x 10')	1	EA		
PS-27D	Valve Vault (Triplex) (8'-6" x 11')	1	EA		
PS-27E	Valve Vault (Triplex) (9' x 12')	1	EA		
PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	50	SF		
PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50	SF		
PS-30	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50	SF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-31	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50	SF		
PS-32A	Inside PVC Drop Connection to Wet Well (4")	6	VF		
PS-32B	Inside PVC Drop Connection to Wet Well (6")	10	VF		
PS-32C	Inside PVC Drop Connection to Wet Well (8")	6	VF		
PS-32D	Inside PVC Drop Connection to Wet Well (10")	6	VF		
PS-32E	Inside PVC Drop Connection to Wet Well (12")	6	VF		
PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6	VF		
PS-33	Furnish and Install Fiberglass Liner With Top and Grout	500	SF		
PS-34	Install Epoxytec Epoxy Liner System	500	SF		
PS-35	Install Enviroline Epoxy Liner System	500	SF		
PS-38	Furnish and Install Wet Well Draw Tube	100	VF		
PS-39	Furnish, Install and Remove Temporary Sheeting	500	SF		
PS-40	Furnish and Install Permanent Sheeting	200	SF		
PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100	SY		
PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100	SY		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100	SY		
PS-44	Flowable Fill	6	CY		
PS-45	Shell Driveway Base, 6" Thick	20	SY		
PS-46	Furnish and Install Structural Concrete (4000 psi)	20	CY		
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150	SY		
PS-48	Pea Gravel Driveway	4	CY		
PS-49	Remove/Reconstruct Concrete Sidewalks	10	CY		
PS-50	Remove/Reconstruct Concrete Curb and Gutters	150	LF		
PS-51	Grass Restoration by Seeding	4	SY		
PS-52	Grass Restoration by Sodding	250	SY		
PS-53	Special Refill Materials - Crushed Stone	50	CY		
PS-54	Special Backfill Materials - Sand	20	CY		
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40	EA		
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20	EA		
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20	EA		
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20	EA		
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	20	EA		
PS-56A	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1	EA		
PS-56B	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA		
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA		
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA		
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1	EA		
PS-56F	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1	EA		
PS-56G	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1	EA		
PS-56H	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP VFD Option/cross line bypass option	1	EA		
PS-56J	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56K	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/coss line bypass option	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56L	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56M	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	1	EA		
PS-56N	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56P	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	1	EA		
PS-56R	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56S	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	1	EA		
PS-56T	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1	EA		
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1	EA		
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1	EA		
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1	EA		
PS-56Y	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56Z	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP VFD Option/cross line bypass option	1	EA		
PS-56AA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56AB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option	1	EA		
PS-56AC	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56AD	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option	1	EA		
PS-56AE	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option	1	EA		
PS-56AF	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AG	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AH	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AJ	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AK	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56AL	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1	EA		
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1	EA		
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1	EA		
PS-58A	Furnish and Install Level Sensors Greyline	5	EA		
PS-58B	Furnish and Install Level Sensors Bubbler	5	EA		
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5	EA		
PS-59	Furnish and Install Floats	10	SET		
PS-60	SCADA/RTU Panel Relocation	4	EA		
PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2	EA		
PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2	EA		
PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA		
PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2	EA		
PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2	EA		
PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3	EA		
PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3	EA		
PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2	EA		
PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2	EA		
PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2	EA		
PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2	EA		
PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2	EA		
PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2	EA		
PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2	EA		
PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2	EA		
PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-63	Furnish and Install Mix Flush Valve 3-23 HP	1	EA		
PS-64	Pump Preventative Maintenance Testing	2	EA		
PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10	EA		
PS-66	Furnish and Install Area Lighting on Gooseneck	4	EA		
PS-67	Furnish and Install Short Pole Area Lighting	5	EA		
PS-68	Generator Electrical Work & Startup	1	EA		
PS-69A	Pump Discharge Connection (4")	1	EA		
PS-69B	Pump Discharge Connection (6")	1	EA		
PS-69C	Pump Discharge Connection (8")	1	EA		
PS-69D	Pump Discharge Connection (10")	1	EA		
PS-69E	Pump Discharge Connection (12")	1	EA		
PS-70	New Replacement S.S Pump Guide Rails-2 Inch	100	LF		
PS-71	New Replacement S.S Pump Guide Rails-3 Inch	25	LF		
PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5	EA		
PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4	EA		
PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2	EA		
PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	5	EA		
PS-74	Furnish and Install PVC Vent in Wet Well	4	EA		
PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4	EA		
PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8	EA		
PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4	EA		
PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2	EA		
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5	EA		
PS-78	Relocate Existing Potable Water Service	4	EA		
PS-79	Clean and Paint Valve Vault Concrete and Piping	1	EA		
PS-80	Clean and Paint Valve Vault Concrete	2	EA		
PS-81	Clean Existing Wet Well and Dispose of Waste	19	EA		
PS-82	Wet Well Fillet Concrete	50	CF		
PS-83	Ballast Concrete	24	CY		
PS-85	Maintenance of Traffic	30,000	UNIT		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-86	Labor Rates Forman	99	HR		
PS-87	Labor Rates Skilled	100	HR		
PS-88	Labor Rates Welder with Equipment & Materials	6	DAY		
PS-89	Labor Rates Un-Skilled	100	HR		
PS-90	Labor Rates Electrician	100	HR		
PS-91	Labor Rates Electrician Helper	100	HR		
PS-92	Labor Rates Backhoe Operator	50	HR		
PS-93	Labor Rates Crane Truck Operator	50	HR		
PS-94	Labor Rates Dump Truck Driver	50	HR		
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20	DAY		
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20	DAY		
PS-97	Equipment Rental Trencher (40 HP)	8	DAY		
PS-98	Equipment Rental Generator (10 KW)	6	DAY		
PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6	DAY		
PS-100	Equipment Rental Trash Pump - 3"	6	DAY		
PS-101	Equipment Rental Diesel Pump - 6"	10	DAY		
PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8	HR		
PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8	HR		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8	HR		
PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8	HR		
PS-106	Equipment Rental Light Tower with Generator	8	DAY		
PS-107	Equipment Rental Crane Truck (25 Ton or less)	6	DAY		
005-0900	As-Builts	10	EA		
TOTAL					

UNSPECIFIED ITEMS

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
999-0000	Unspecified Work	726,000	EA	$1.00	
TOTAL					

10. Appendices

10.1. Appendix 1 - Permits

Please see #Attachments

10.2. APPENDIX 2 – SAMPLE CHANGE ORDER

Please see #Attachments for an example.

10.3. APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

Please see #Attachments for an example.

10.4. APPENDIX 7 - SBE COMPLIANCE FORM

Please see #Attachments for SBE Compliance Form.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading and Public Hearing of Ordinance 2025-06, Budget Amendment to Fund Treasure Bay Tennis Court Resurfacing and Fence Replacement in an amount not to exceed $231,650.
BACKGROUND:	Treasure Bay Golf and Tennis facility sustained damage from Hurricanes Helene and Milton in September and October 2024. The clay surface, electrical fuses and panel boxes were damaged from flooding caused by Hurricane Helene. The tennis court fence structure on courts 1-8 and the basketball courts were damaged from Hurricane Milton. Staff has filed claims with the City's insurance carrier and FEMA. **This item must be continued to the September 2, 2025, Regular Commission Meeting due to insufficient notice. The second reading was advertised in the August 13, 2025, Tampa Bay Times, which is less than 10 days from the hearing date. F.S. 166.041(d) states the second reading can be moved without additional notice if the continuation is stated at the noticed meeting date.**
POLICY/PURPOSE:	Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance.
STRATEGIC PLAN RELEVANCE:	This is a regulatory step related to a budget amendment
ANALYSIS/DISCUSSION:	The City has been awarded a $281,650 Hurricane Relief Funding Commitment from the United States Tennis Association (USTA) Florida Section Foundation. These funds

are designated specifically for the repair of the clay court surfacing and replacement of the tennis fencing. The City issued RFP 25-013 for Clay Tennis Court Resurfacing and ITB 25-014 for Fence Replacement, which will be brought forth to the Commission to approve and authorize the City Manager's Purchase Authority.

FUNDING:

The budget amendment allocates funding in an amount not to exceed $231,650 for repairs to the clay tennis courts at Treasure Bay. The City has been awarded a $281,650 Hurricane Relief Funding Commitment from the United States Tennis Association (USTA) Florida Section Foundation. These funds are designated specifically for the repair of the clay court surfacing and replacement of the tennis fencing. The funds will be reimbursement upon completion of the project, with submission of the necessary invoices and photographic documentation to the USTA.

Funds in the amount of $50,000 are allocated in the FY2025 budget, account 001-5722-63715 for repairs to the fence on tennis courts 7 & 8

MOTION:

I move to continue the second reading and public hearing of Ordinance No. 2025-06 to the September 2, 2025, Regular Commission meeting at 6 p.m. in Treasure Island City Hall.

ATTACHMENTS:

ORDINANCE_2025-06.pdf
Budget Amendment.xlsx
USTA Commitment Letter.pdf
Second Reading Ad.pdf
Ad 50217 Ordinance 2025-06.pdf

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO PROVIDE FOR THE REPAIRS OF THE TREASURE BAY TENNIS COURTS CLAY SURFACING AND FENCING WHICH IS FUNDED BY A UNITED STATES TENNIS ASSOCIATION HURRICANE RELIEF FUNDING COMMITMENT IN THE AMOUNT OF $281,650.

WHEREAS, pursuant to Ordinance 2024-22, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2025; and

WHEREAS, the tennis courts at Treasure Bay were damaged from Hurricane Helene and Milton; and

WHEREAS, the City has been awarded a $281,650 Hurricane Relief Funding Commitment from the Unites States Tennis Association, Florida Foundation Section for the repair to the clay surfacing and tennis fence; and

WHEREAS, the City issued RFP 25-013 for Clay Tennis Court Resurfacing and ITB 25-014 Fence Replacement; and

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to enact repairs to the Treasure Bay Tennis Facilities and necessary repairs as damaged by the recent hurricanes.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2025, as adopted pursuant to the Ordinance 2024-22 is hereby amended by increasing the budget in the amount of $281,650.

SECTION 3. That allocation of said funds shall be as follows:

General Fund – Expenses

Increase Contract Services	001-5722-63715	$281,650

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the_____day of_____, 2025.

SECOND READING and PUBLIC HEARING on the_____day of_____, 2025.

PUBLISHED in the Tampa Bay Times on the day_____of_____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the_____day of_____, 2025 by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2025-08-05

FY 2025

TO: Charles VanZant, City Manager

FROM: Victor Ortiz, Finance Director

Ord. # 2025-06

SUBJECT: Treasure Bay Tennis Court Repairs

REVENUE

Fund	*Revenue*	*Name*	*TOTAL*
			$ -

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*	*TOTAL*
001	5722	63715	TB Tennis Court Fence Repairs	$ 281,560.00
				$ 281,560.00

EXPLANATION:
USTA Hurricane Relief Funding Commitment in the amount of $281,650 to cover the cost of the resurfacing and fence replacement of tennis courts. Funds will be reimbursed to the City once projects are completed and paid invoices with photos submitted.

		DATE
Finance Director:		
City Manager:		
Completed by Finance:		

4/2/2025

USTA FLORIDA SECTION FOUNDATION

Treasure Bay Golf and Tennis Facility-City of Treasure Island
ATTN: Cathy Hayduke
10451 Gulf Blvd
Treasure Island, FL 33706

Subject: Funding Commitment for Hurricane Relief Assistance

Good day *Cathy*,

We're pleased to provide this letter as financial commitment from the USTA Florida Section Foundation to support your facility's request for Hurricane Relief assistance. The USTA Florida Section, USTA National and USTA Florida Section Foundation recognize the negative impacts natural disasters can have on the tennis eco-system in Florida. We're pleased to provide this assistance as you work to rebuild tennis structures that were damaged by recent Hurricanes.

The USTA Florida Section Foundation has voted to commit up to **$281,650** towards the restoration of your tennis facility impacted by Hurricanes. These committed funds are *contingen*t upon the following terms and conditions as a reimbursement process.

1. You will use our funds only for the submitted capital repairs and may not accept FEMA funding or an insurance payment for these same damages. In short, you must discontinue further claims for additional funds that could duplicate the support we are providing for your facility repairs noted in your submission.
2. You will submit for our review paid invoices and/or receipts of completed work in alignment with the approved scope of work up to the maximum you are awarded. Estimates/quotes are not acceptable.
3. Additional repair costs above the approved maximum award will be at your expense.
4. After all repair work is complete you must submit a report to our Board of Directors on the impact of the completed repairs.
5. You will continue to provide existing public access tennis programs, and expand where possible, following the funded repairs to your facility from this Foundation.
6. You agree to allow us to promote the impact of this support on our various marketing and promotion messages.
7. You have a maximum of eight (8) months from the date of this letter to complete all the repairs or provide us with a written request for an extension of time.

Our team will be in touch soon to schedule a meeting to review these items and all the next steps. Should you have any questions or concerns, please reach out to us.

The processing of funds will not occur until the above conditions have been completed to include documentation to verify all the conditions have been met. Ideally, we would plan to release reimbursement of expenses with receipts provided to you within the next three to six months or sooner. We can also work with your vendors to process the payment directly to them for the above conditions to be completed. However, we will not fund the project in advance of the conditions listed.

We are thrilled to support your efforts in restoring your facility to resume tennis programming for USTA Florida players. Together, we can promote and develop tennis for all while changing lives through tennis.

Sincerely,

Jeffrey Lato

Jeffrey Lato
Sr. Director of Section and Foundation Operations
USTA Florida Section
lato@ustaflorida.com

CC: Elizabeth DeConti, USTA Florida Section Foundation Board President

Reviewed and Acceptance of terms and conditions:

Signature

4/1/25
Date

Show your love of tennis with the "Play Tennis!" license plate. To learn how to obtain your own plate or further information about how you can support the USTA Florida Section Foundation, go to: www.USTAFloridaFoundation.com.

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO PROVIDE FOR THE REPAIRS OF THE TREASURE BAY TENNIS COURTS CLAY SURFACING AND FENCING, WHICH IS FUNDED BY A UNITED STATES TENNIS ASSOCIATION HURRICANE RELIEF FUNDING COMMITMENT IN THE AMOUNT OF $281,650.

This ordinance will be considered at the second reading and public hearing on Tuesday, August 19, 2025 at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd., Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd., Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

225

8/13/2025

50217-1

50217

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-06 was published in said newspaper by print in the issues of 08/13/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jean Mitotes
Sworn to and subscribed before me this **08/13/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO PROVIDE FOR THE REPAIRS OF THE TREASURE BAY TENNIS COURTS CLAY SURFACING AND FENCING, WHICH IS FUNDED BY A UNITED STATES TENNIS ASSOCIATION HURRICANE RELIEF FUNDING COMMITMENT IN THE AMOUNT OF $281,650.

This ordinance will be considered at the second reading and public hearing on Tuesday, August 19, 2025 at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd., Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd., Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

8/13/2025

50217-1

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Victor Ortiz, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton

BACKGROUND:

In September and October 2024 the City sustained damage from Hurricanes Helene and Milton, the City incurred on extra expenses and revenue losses due to such damages. As a result of these extra expenses, the City is amending the Budget to recognize these expenses.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment.

ANALYSIS/DISCUSSION:

City incurred in these expenses from hurricane damages during the Fiscal Year 2025, we are recognizing the expenses in the Budget.

FUNDING:

This budget amendment aims to recognize Emergency expenses incurred during the Fiscal Year 2025. These monies will be booked to funds as follow:

- $3,007,600 in General Fund
- $251,500 in Building Division
- $24,200 in Enterprise Fund

MOTION:

I move to approve Ordinance No. 2025-19 at this first public hearing and to schedule it for a second reading at the September 16, regular Commission meeting.

ATTACHMENTS:
Budget Amendment 2025-19.xlsx
ORDINANCE_2025-19- INSURANCE PROCEEDS.docx

BUDGET AMENDMENT

DATE: 2025-08-19

FY 2025

TO: City of Treasure Island City Manager

FROM: Victor Ortiz, Finance Director

Ord. # 2505-19

SUBJECT: FY 2025 last quarter Budget Amendment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
		Reserve - General Fund		$ 3,007,600.00
		Reserve - Building Division		$ 251,500.00
		Reserve - Wastewater		$ 24,200.00
			Total	**$ 3,283,300.00**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5131	34000	Contractual Services / Finance	FY 2025 budget correction, Emergency Expenses	$ 392,500.00
001	5132	34000	Contractual Services / City Clerk	FY 2025 budget correction, Emergency Expenses	$ 9,000.00
001	5140	34000	Contractual Services / Legal	FY 2025 budget correction, Emergency Expenses	$ 60,000.00
001	5191	34015	Contractual Services / Non Departmental	FY 2025 budget correction, Emergency Expenses	$ 365,400.00
001	5192	34000	Contractual Services / Hurricane Expenses	FY 2025 budget correction, Emergency Expenses	$ 1,400,000.00
001	5210	46900	Building Repair / Police	FY 2025 budget correction, Emergency Expenses	$ 58,800.00
001	5220	46200	Repair to Vehicles / Fire	FY 2025 budget correction, Emergency Expenses	$ 11,700.00
001	5440	34000	Contractual Services / Transit	FY 2025 budget correction, Emergency Expenses	$ 13,400.00
001	5490	52900	Supplies and Materials / Equi and Veh Maint	FY 2025 budget correction, Emergency Expenses	$ 16,600.00
001	5710	34000	Contractual Services / Library	FY 2025 budget correction, Emergency Expenses	$ 6,700.00
001	5391	46900	Contractual Services /	FY 2025 budget correction, Emergency Expenses	$ 487,000.00
001	5110	82000	Donations / City Commission	FY 2025 budget correction, Emergency Expenses	$ 6,000.00
001	5120	64200	PD Vehicles	FY 2025 budget correction, Emergency Expenses / CIP	$ 64,000.00
001	5191	64900	Miscllaneous equipment > 5,000 / Non Dep	FY 2025 budget correction, Emergency Expenses / CIP	$ 30,200.00
001	5193	64200	Vehicles / Parking	FY 2025 budget correction, Emergency Expenses / CIP	$ 1,700.00
001	5490	64900	Repair welder - air compressor	FY 2025 budget correction, Emergency Expenses / CIP	$ 26,100.00
001	5720	64200	Vehicles / Parks	FY 2025 budget correction, Emergency Expenses / CIP	$ 58,500.00
140	5241	12000	Salaries	FY 2025 budget correction, Emergency Expenses	$ 12,400.00
140	5241	34000	Contractual Services / Permitting, Hurr	FY 2025 budget correction, Emergency Expenses	$ 239,100.00
420	5350	14000	Overtime	FY 2025 budget correction, Emergency Expenses	$ 24,200.00
				Total	**$ 3,283,300.00**

EXPLANATION:

(a) City of Treasure Island incurred on some big expenses due to Hurricane damages and others, we are adjusting the Budget to recogize what was already expended into the budget.

DATE

Finance Director: _____ _____

City Manager: _____ _____

Completed by Finance: _____ _____

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $3,283,300 FOR HURRICANE DAMAGES PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2024-22, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2024; and

WHEREAS, the City has spent money exceeding the Fiscal Year 2025 Approved Budget in the amount of $3,283,300, generally for Emergency for Hilton and Helene Hurricanes.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $3,007,600 in General Fund, $251,500 in Building Division and $24,200 in Enterprise Fund, toward general damages and operational Emergency.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2025, as adopted pursuant to Ordinance 2024-22 is hereby amended by adding expenses of $3,007,600 in General Fund, $251,500 in Building Division and $24,200 in Enterprise Fund, toward general damages and operational Emergency.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Expenses</u>		
Several General Fund accounts		$3,007,600.00
Several Building Division accounts		$251.500.00
Wastewater Overtime account	420-5350-14000	$24,200.00

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Mike Howard, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.
BACKGROUND:	In September and October 2024 the City and its residents sustained major property damage. As a result there was a large influx of building permits. To provide relief to the residents the Commission authorized the City to refund permit fees. Also because of the additional permits, the Building Department had to onboard additional help to relieve the stress. The cash within the Building Fund was depleted as a result of the additional expenditures and loss of revenue.
POLICY/PURPOSE:	Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance.
STRATEGIC PLAN RELEVANCE:	This is a regulatory step related to a budget amendment.
ANALYSIS/DISCUSSION:	The use of these proceeds will be used to fund operations within the Building Fund.
FUNDING:	This budget amendment aims to recognize that the General Fund is to loan $1,100,000.00 to the Building Fund. Terms of repayment are 0% interest and the term is not to exceed 5 years. These monies will be booked to the following accounts:

	Account	Name	Amount
Revenue	140-381001	TRNSFR FR FND 001	$ (1,100,000)
Expense	001-5191-91140	TRNSFR TO FND 140	$ 1,100,000
Liability	999-207000	DUE TO OTHER FUNDS	$ 1,100,000
Liability	999-207000	DUE TO OTHER FUNDS	$ (1,100,000)
Asset	001-101010	CASH	$ (1,100,000)
Asset	140-101010	CASH	$ 1,100,000

MOTION:

I move to approve Ordinance No. 2025-18 at this first public hearing and to schedule it for a second reading and public hearing.

ATTACHMENTS:

ORDINANCE_2025-18 Loan to Building Fund.docx
Budget Amendment 2025-18.xlsx

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2025 GENERAL FUND AND BUILDING FUND BUDGET TO RECOGNIZE A LOAN FROM THE GENERAL TO THE BUILDING FUND IN THE AMOUNT OF $1,100,000.00 TO REPLINISH THE BUILDING FUND THAT SUSTAINED FINANCIAL LOSSES DUE TO REFUNDING OF PERMITS AND ADDITIONAL COST TO PROCESS ADDITIONAL PERMITS DUE TO HURRICANES HELENA AND MILTON.

WHEREAS, pursuant to Ordinance 2024-22, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2024; and

WHEREAS, the City's Building Fund sustained losses (detailed above) from the hurricanes. The Building Fund is a Special Fund where its revenues are used to fund payroll and operational expenses through permitting activity.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the loan from the General Fund to the Building Fund.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2025, as adopted pursuant to Ordinance 2024-22 is hereby amended by transferring $1,100,000.00 from the General Fund to the Building Fund. Repayment terms are will be developed by year-end but is not to exceed 5 years and will be 0% interest.

SECTION 3. That allocation of said funds shall be as follows:

Type	***Acct.***	***Name***	***TOTAL***
Revenue	*140-381001*	*TRNSFR FR FND 001*	*$ (1,100,000)*
Expense	*001-5191-91140*	*TRNSFR TO FND 140*	*$ 1,100,000*
Liability	*999-207000*	*DUE TO OTHER FUNDS*	*$ 1,100,000*
Liability	*999-207000*	*DUE TO OTHER FUNDS*	*$ (1,100,000)*
Asset	*001-101010*	*CASH*	*$ (1,100,000)*
Asset	*140-101010*	*CASH*	*$ 1,100,000*

.

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2025-08-08

FY 2025

TO: City of Treasure Island City Manager

Ord. # 2025-12

FROM: Victor Ortiz, Finance Director

SUBJECT: Loan from the General to the Building

Fund	*Type*	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
Recognize the Loan					
140	Revenue	140-381001	TRNSFR FR FND 001	TRANSFER TO FND 140	$ (1,100,000)
001	Expense	001-5191-91140	TRNSFR TO FND 140	TRANSFER TO FND 140	$ 1,100,000
999	Liability	999-207000	DUE TO OTHER FUNDS	TRANSFER TO FND 123	$ 1,100,000
999	Liability	999-207000	DUE TO OTHER FUNDS	TRANSFER TO FND 123	$ (1,100,000)
001	Asset	001-101010	CASH	TRANSFER TO FND 140	$ (1,100,000)
140	Asset	140-101010	CASH	TRANSFER TO FND 140	$ 1,100,000
				Total	**$ -**

EXPLANATION:

Loan from the General Fund (001) to the Building Fund (140) due to revnue loss (permit refunding) and additional costs due to influx of permits from the hurricanes.

Finance Director: _____ DATE _____

City Manager: _____ _____

Completed by Finance: _____ _____

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Victor Ortiz, Finance
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approval of Resolution 2025-17: Update of Signature Authority
BACKGROUND:	The City's signature authority list needs to be updated to include Charles Van Zant as the new City Manager and remove Fire Chief William Barrs. Resolution 2025-17 will update the list of signers on the City's financial accounts to the following individuals: • John Doctor, Mayor • Tammy Vasquez, Vice Mayor • Charles Van Zant, City Manager • Victor Ortiz, Finance Director
POLICY/PURPOSE:	The resolution will update the signature authority to include Charles Van Zant as City Manager of Treasure Island and remove Fire Chief William Barrs.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	For City Commission's review and approval.
FUNDING:	There are no changes to funding associated with this resolution.
MOTION:	I move to approve Resolution 2025-17, adding Charles Van Zant to the list of signers on the City's financial accounts.

ATTACHMENTS:

Resolution 2025-17 Signature Authority.pdf

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE SIGNATURE AUTHORITY TO DRAW UPON FUNDS ON DEPOSIT IN THE NAME OF THE CITY OF TREASURE ISLAND, FLORIDA AND TO ACCESS SAFETY DEPOSIT BOXES RENTED IN THE NAME OF THE CITY OF TREASURE ISLAND; AUTHORIZING THE USE OF A SIGNATURE FACSIMILE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Commissioner Charles Van Zant has been appointed as City Manger of the City of Treasure Island, Florida; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that approving signature authority in connection with the City's accounts and access, as well as authorizing the use of a signature facsimile is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. That the following are the only individuals hereby authorized to sign drafts and checks drawing funds on deposit in banks in the name of the City of Treasure Island; and to have access to the contents of safety deposit boxes leased by the City of Treasure Island:

John Doctor	Mayor
Tammy Vasquez	Vice Mayor
Charlie Van Zant	City Manager
Victor Ortiz	Finance Director

Section 2. Further that either the signature of the City Manager, Charles Van Zant, or the Finance Director, Victor Ortiz, are hereby required to be included to issue checks from city bank accounts using a signature facsimile.

Section 3. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 19th day of August, 2025 by

Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 19, 2025

SUBMITTED BY: Jesse Miller, Community Development

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approval of Resolution 2025-18: Watershed Management Plan Supplement

BACKGROUND: The City participates in the Community Rating System (CRS), a program that rewards communities exceeding the minimum requirements of the National Flood Insurance Program (NFIP) with discounted flood insurance premiums. On March 2, 2021, the City adopted its Watershed Management Plan (Resolution 2021-02), a forward-looking document that not only surpasses NFIP standards, earning additional CRS class rating credit points, but also guides stormwater management, roadway infrastructure planning, and future development decisions. Developed in conjunction with a City-specific hydraulic and hydrologic model, the plan evaluates the performance of the City's stormwater infrastructure under current conditions and projected sea level rise scenarios. To further strengthen CRS benefits, a supplement to the plan was prepared to address and clarify peer review comments, ensuring the City receives the maximum credit points available.

POLICY/PURPOSE: The City participates in the Community Rating System (CRS), a program that offers flood insurance premium discounts to communities that go beyond the minimum requirements of the National Flood Insurance Program (NFIP)

The CRS supplement to the Watershed Management Plan addresses and clarifies peer review comments on the currently adopted plan. Its purpose is to ensure the City receives the

	maximum possible CRS credit points, thereby improving the City's CRS class rating.
STRATEGIC PLAN RELEVANCE:	Environmental Sustainability Road Map, Objective 2 is to "Rise above sea level challenges" and Bold Action 2 is to "Adopt a Watershed Management Plan"
ANALYSIS/DISCUSSION:	The purpose of this resolution is to strengthen further CRS benefits. A supplement to the plan was prepared to address and clarify peer review comments, ensuring the City receives the maximum credit points available.
FUNDING:	The Southwest Florida Water Management District provided partial funding for the development of the Watershed Management Plan through its Cooperative Funding Initiative program.
MOTION:	Move to adopt/accept the Community Rating System (CRS) Supplement to the Watershed Management Plan.

ATTACHMENTS:
RES 2025-18- Watershed Management Plan Supplement.pdf
Watershed Management Plan Supplement.pdf
RES 2021-02 Watershed Managment Plan Adoption.pdf

RESOLUTION NO. 2025-18

A SUPPLEMENTAL RESOLUTION TO RESOLUTION NO. 2021-02 OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, PROVIDING FOR THE ADOPTION OF A COMMUNITY RATING SYSTEM (CRS) SUPPLEMENT TO THE WATERSHED MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City participates in the Community Rating System (CRS), a program that offers flood insurance premium discounts to communities that exceed the minimum requirements of the National Flood Insurance Program (NFIP); and

WHEREAS, the Watershed Management Plan exceeds the minimum statutory requirements of the NFIP and increases the City's CRS class rating credit points; and

WHEREAS, the City adopted the Watershed Management Plan on March 2, 2021, via Resolution 2021-02, which serves as a guiding document for planning related to stormwater management, roadway infrastructure, and future development within the City; and

WHEREAS, the City's adopted Watershed Management Plan was developed in conjunction with a City-specific hydraulic and hydrologic model used to evaluate the performance of the City's stormwater infrastructure and its performance under future sea level rise scenarios; and

WHEREAS, the CRS supplement to the Watershed Management Plan addresses and clarifies peer review comments to ensure the City receives appropriate credit points; and

WHEREAS, the City Commission, after due consideration, has determined that adopting the Community Rating System Supplement to the Watershed Management Plan is in the best interest of the City of Treasure Island.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA:

Section 1. The City Commission hereby adopts the Community Rating System Supplement to the Watershed Management Plan.

Section 2. This is a supplemental Resolution to Resolution 2021-02.

Section 3. This Resolution shall take effect immediately upon its passage.

The foregoing supplemental Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 19TH day of August, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

ATTEST:

_____

John Doctor, Mayor

_____

Lisa-Marie Kennedy, City Clerk



CITY OF TREASURE ISLAND WATERSHED MANAGEMENT PLAN

COMMUNITY RATING SYSTEM (CRS) SUPPLEMENT

JULY 2025

Prepared for:

Prepared by:

Advanced Engineering & Design, Inc.
3931 68th Avenue N., Pinellas Park, FL 33781
727-526-9158
www.aed-fl.com

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S1.0 INTRODUCTION

The City of Treasure Island is a barrier island municipality located in southwest in Pinellas County. This supplement to the 2021 Watershed Management Plan (WMP), an effort partially funded through the Southwest Florida Water Management District's (SWFWMD) Cooperative Funding Initiative, serves an immediate need of the City.

The Community Rating System, often referred to as CRS, is a non-mandatory program that provides flood insurance rate reductions when communities exceed the minimum statutory requirements of the National Flood Insurance Program (NFIP). Points can be earned by performing specific activities outlined within the CRS Resource Manual. One of these activities is the development of a Watershed Management Plan. This supplement intends to allow the City to receive additional points through the 450 credit section of the program.

S1.1 PREVIOUS STUDIES

The 2021 Watershed Management Plan was adopted via Resolution 2021-02 and continues to serve as a guidance document for future stormwater and land development planning efforts. This study does not intend to replace but rather supplement the analysis, findings and recommendations contained within the original report.

S1.2 REPORT STRUCTURE

A geodatabase and model has been prepared in conjunction with the narrative portion of this supplement. The executable hydrologic and hydraulic model, constructed as part of this effort, should be considered the predominant evaluation tool for future stormwater-based evaluations. The sections contained within this report are as follows:

- Section S2 Summary of Model Revisions
- Section S3 Impacts of Sea Level Rise
- Section S4 Recommendations to Mitigate for Impacts

Please note that this supplement does not intend to restate all of the assumptions and evaluation techniques used. Reference the adopted Watershed Management Plan (2021) for this information.

S2.0 Summary of Model Revisions

S2.1 Continuity of Evaluation Approach

Unless specifically outlined within this section, the assumptions and methodology used in preparation of the Watershed Management Plan remain unchanged. These procedures aligned with the Southwest Florida Water Management District's (SWFWMD) guidelines and specifications for this type of assessment and followed industry standard practices. Revisions critical elements of the plan, such as the approach to rainfall excess calculations, land use and tidal conditions are not proposed.

S2.2 Digital Elevation Model Revisions

The original study was completed using the best available information, a Digital Elevation Model (DEM) that documents elevations on a 5' x 5' grid. However, since the time of report preparation, updated and more refined DEMs have been made available for use.



Figure S1 - Updated Basins

The Digital Elevation Model (DEM) utilized for this supplement was created for Pinellas County by Dewberry and Dow Gallagher under the U.S. Geological Survey (USGS) funded FL Peninsular 2018 Lidar Project – Pinellas County. Ground elevations, documented on a 2.5' x 2.5' grid, are based on LiDAR information collected between December 7, 2018 – March 8, 2019. The Southwest Florida Water Management District (SWFWMD) reviewed and hydro-enhanced the DEM in a manner that improved functionality for watershed evaluation-type tasks. The use of this detailed elevation model supported the preparation of further refined pluvial floodplains which are currently being used in the City's land development permitting process.

The use of an updated DEM required wholesale basin revisions. In total, 388 individual basins are present within the new model.

S2.3 Replicating Hydraulic Connectivity

While model development procedures and techniques remained unchanged, the presence of new basins required that the following updates be made.

- Updating basin naming nomenclature where additional basins were added
- Re-pathing links to ensure identical connectivity
- Developing new cross sections for overland flow weirs
- Calculating node storage volumes using the new elevation model

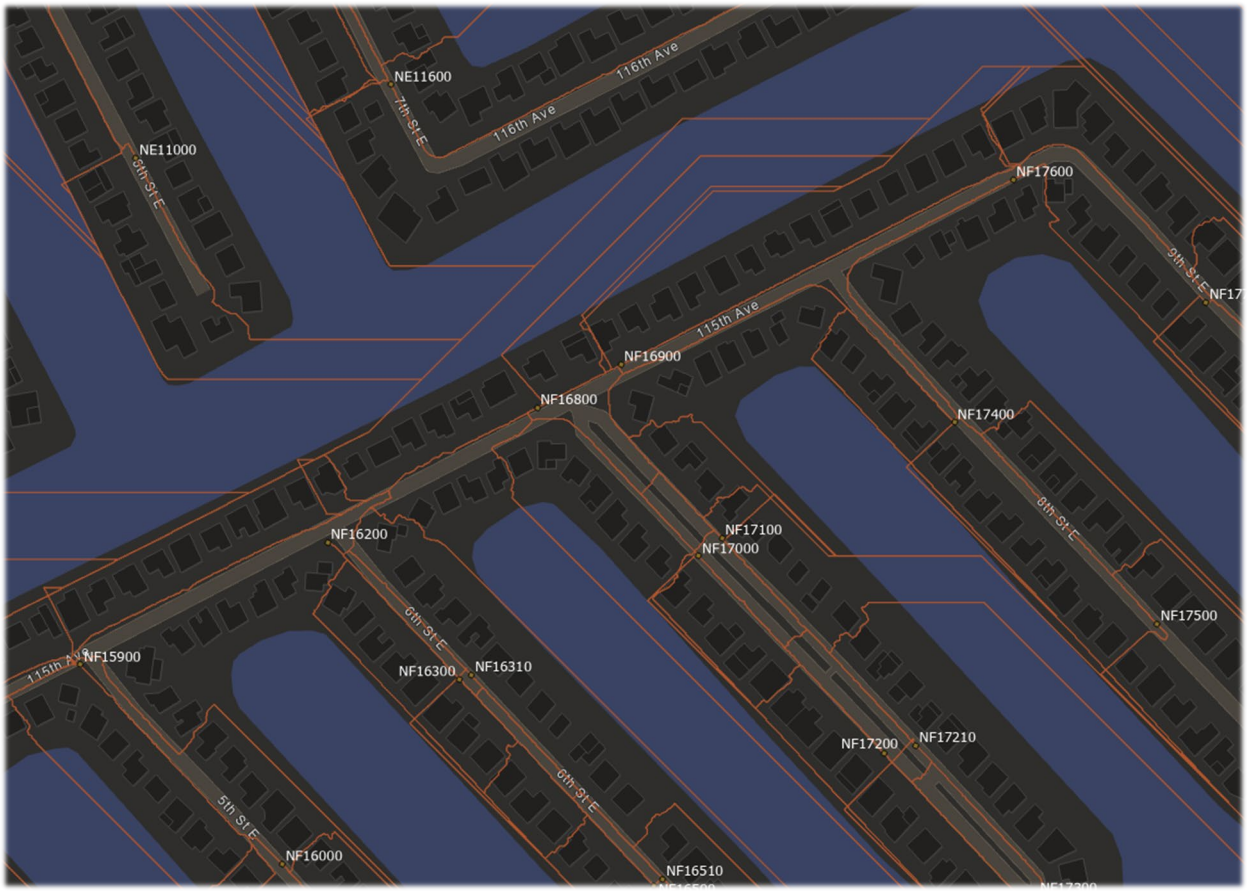


Figure S2 - Updated Model Schematic (Isolated View)

Where feasible, existing model naming designations were reused.

S3.0 IMPACTS OF SEA LEVEL RISE

As a low-lying barrier island, the City is ground zero for the impacts of sea level rise. Increases to tidal elevations not only adversely impact the City's transportation network but also reduce the effectiveness of the City's stormwater system. These impacts are recognized by the CRS. The CRS Coordinator's Manual states the following:

The objective of watershed master planning is to provide the community with a tool it can use to make decisions that will reduce the increased flooding from future conditions that include new development, redevelopment, and the impact of climate change and sea level rise, throughout a watershed or community. Although there is no doubt that stormwater management regulations reduce the future flood threat from a developing area, a watershed master plan goes much further in locating and dealing with existing problems and identifying potential future problems.

The 2021 Watershed Management Plan (WMP) identified sea level rise as a potential future problem. This supplement serves to highlight the possible challenges facing the City while also evaluating the impacts of more extreme predictions.

S3.1 LIMITS OF TIDAL FLOODING

Flooding from elevated tidal conditions is currently experienced by the community. Figure S3, seen on the following page, depicts the (unverified) tide levels from a representative gauge for July 2025. In a general sense, low lying portions of the community experience roadway tidal flooding when elevations exceed 2.00'. Three (3) such occurrences have been experienced within the past 30-days.

Impacts from tidal flooding were assessed for the following scenarios:

Year 2100, Intermediate
Year 2100, Intermediate High*
*S*pecifically required by the CRS in order to receive WMP credit*

Section S2 discussed the importance of maintaining continuity in the way in which stormwater performance was evaluated. The same holds true for the variables used for the assessment. The 2021 WMP identified adjustments to sea level rise projections that were made. These focused on capturing current water elevation trends documented at representative gauges and adjusting projections to be region-specific. Please reference Section 5 of the 2021 WMP for additional information as these core assumptions were carried forward for this supplement.

The following tidal conditions were used for the evaluated scenarios:

Sea Level Rise Scenario	*Tide Elevation (Ft.) (NAVD 88)*
Year 2100, Intermediate	4.10
Year 2100, Intermediate High	6.24

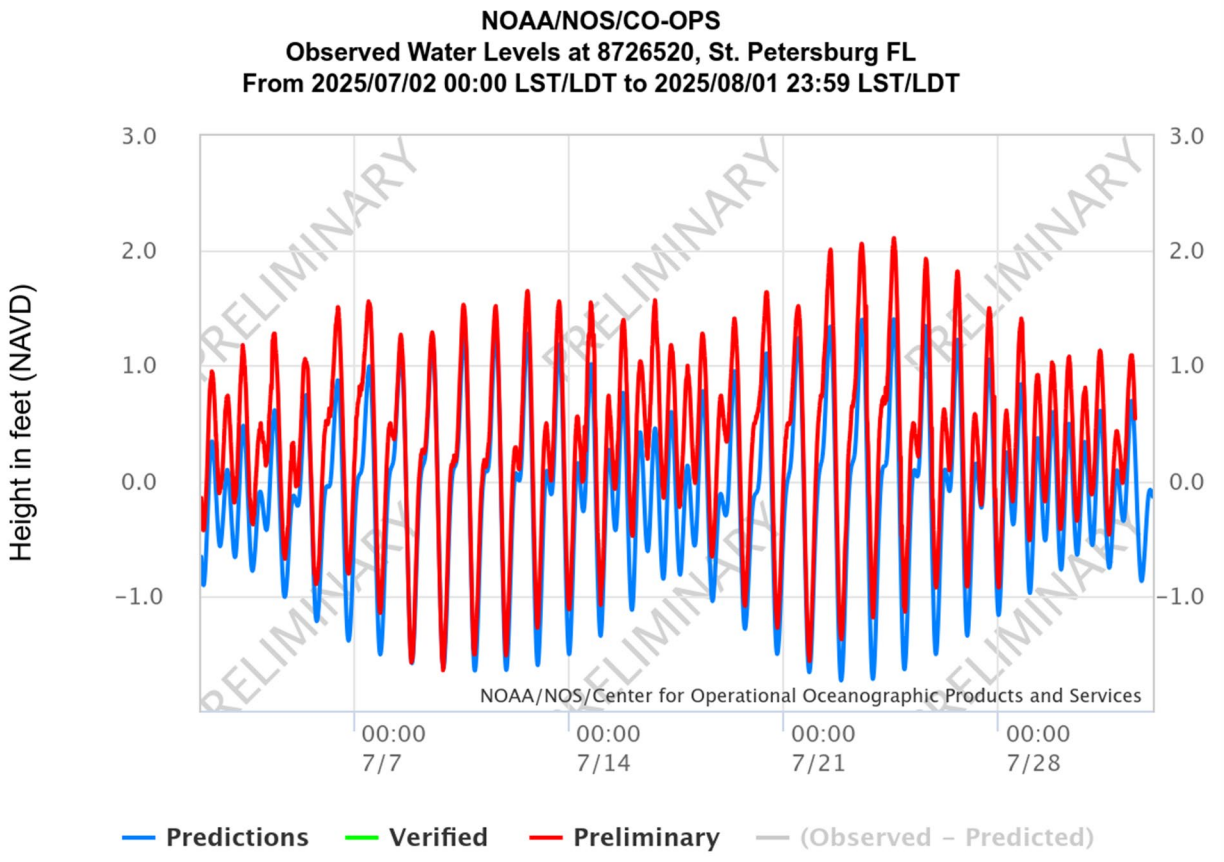


Figure S3 – July 2025 Tidal Elevations

Figures S4 and S5, seen on subsequent pages of this Section, depict the limits of tidal flooding associated with these sea level rise scenarios.

Please note the following:

- The following figures represent the extent of flooding within the City's MS4 boundary. There are many locations where runoff does not enter a collection system and directly discharges to the Gulf or Bay. These locations are outside of the MS4 and flooding beyond the MS4 boundaries have not been depicted. This does not intend to suggest that no flooding will occur. In fact, for the evaluated scenarios, flooding outside the MS4 will likely be equivalent to that which is shown within. It shall be noted that all public infrastructure and hard City assets are located within the boundaries of the MS4.

- Figures S4 and S5 represent tidal flooding only and do not consider rainfall.

- Figure S4 represents the tidal condition used as the basis of long-term planning and regulation development for the City.

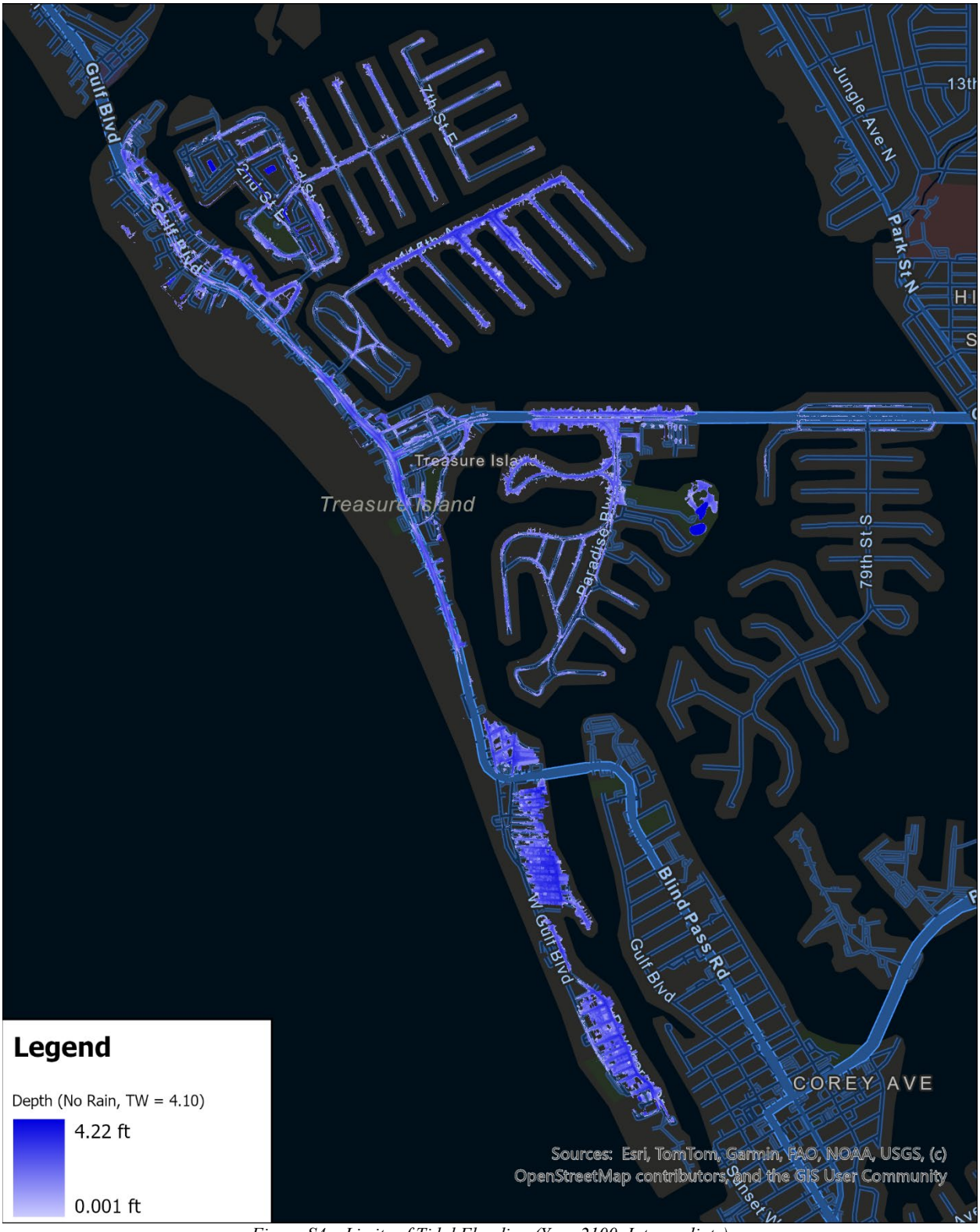


Figure S4 – Limits of Tidal Flooding (Year 2100, Intermediate)

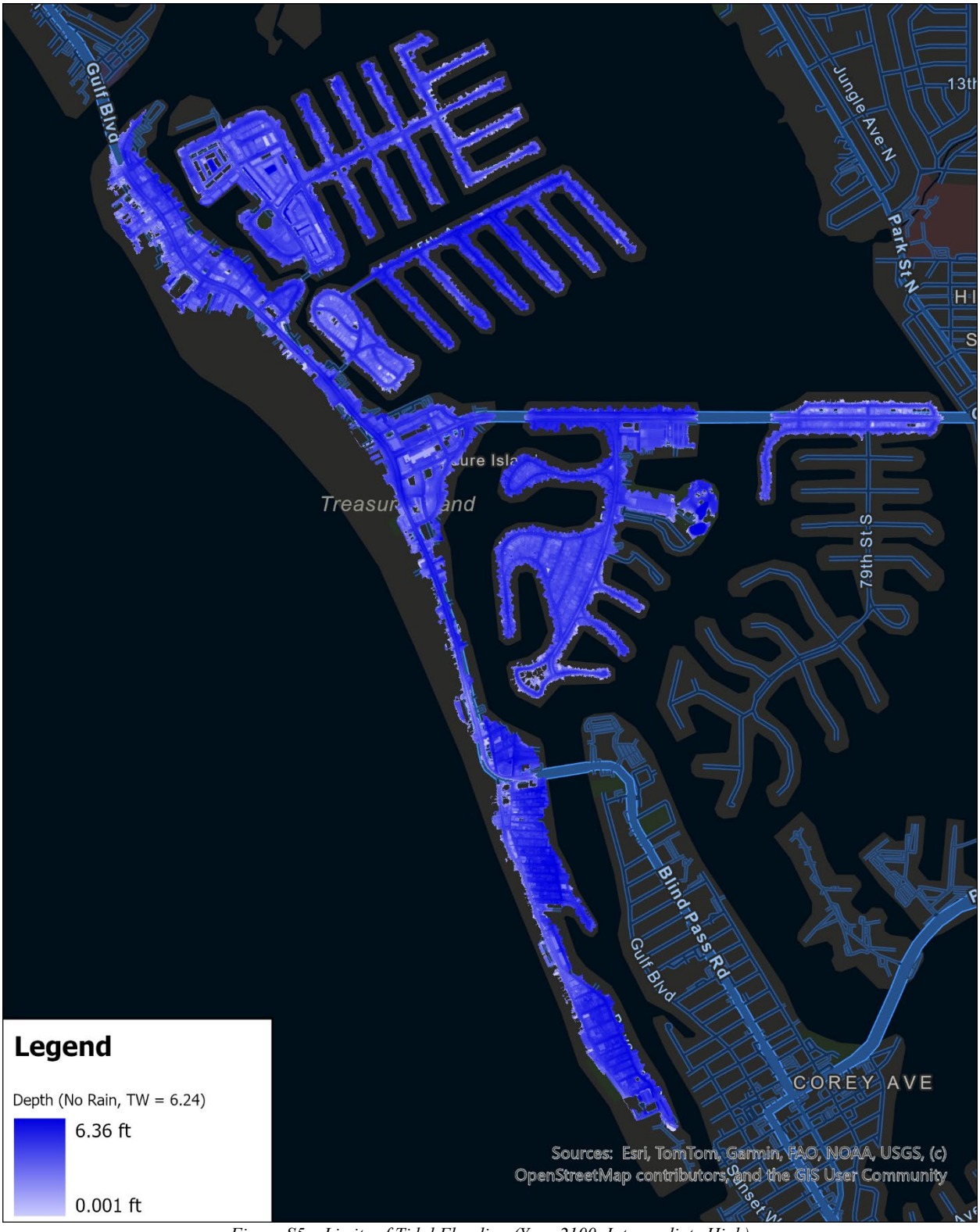


Figure S5 – Limits of Tidal Flooding (Year 2100, Intermediate High)

3.2 LIMITS OF COMPOUND FLOODING

Compound flooding refers to the simultaneous or sequential effects when two or more flood sources are experienced. The CRS Resources Manual requires that the impacts of sea level rise on the local drainage system be evaluated during multiple rainfall events. Therefore, multiple storms were executed using tailwater conditions representative of sea level rise scenarios. With this supplement focus on obtaining CRS approval, all evaluated rainfall events used a tailwater condition representative of the Year 2100, Intermediate High scenario.

The following rainfall events were executed:

- 10-Year / 24-Hour Event
- 25-Year / 24-Hour Event
- 100-Year / 24-Hour Event

Rainfall depths and distributions mirror those used in the 2021 WMP and have been restated below:

Simulation	Return Frequency	Duration	Rainfall Depth (In.)
10Y24H	10 Years	24 Hours	7.50
25Y24H	25 Years	24 Hours	9.00
100Y24H	100 Years	24 Hours	12.00

Figures S6, S7 and S8, seen on subsequent pages of this Section, depict the limits of compound flooding associated with the above-presented scenarios.



Figure S6 – Limits of Compound Flooding (Year 2100, Intermediate High, 10-Year / 24-Hour)



Figure S7 – Limits of Compound Flooding (Year 2100, Intermediate High, 25-Year / 24-Hour)

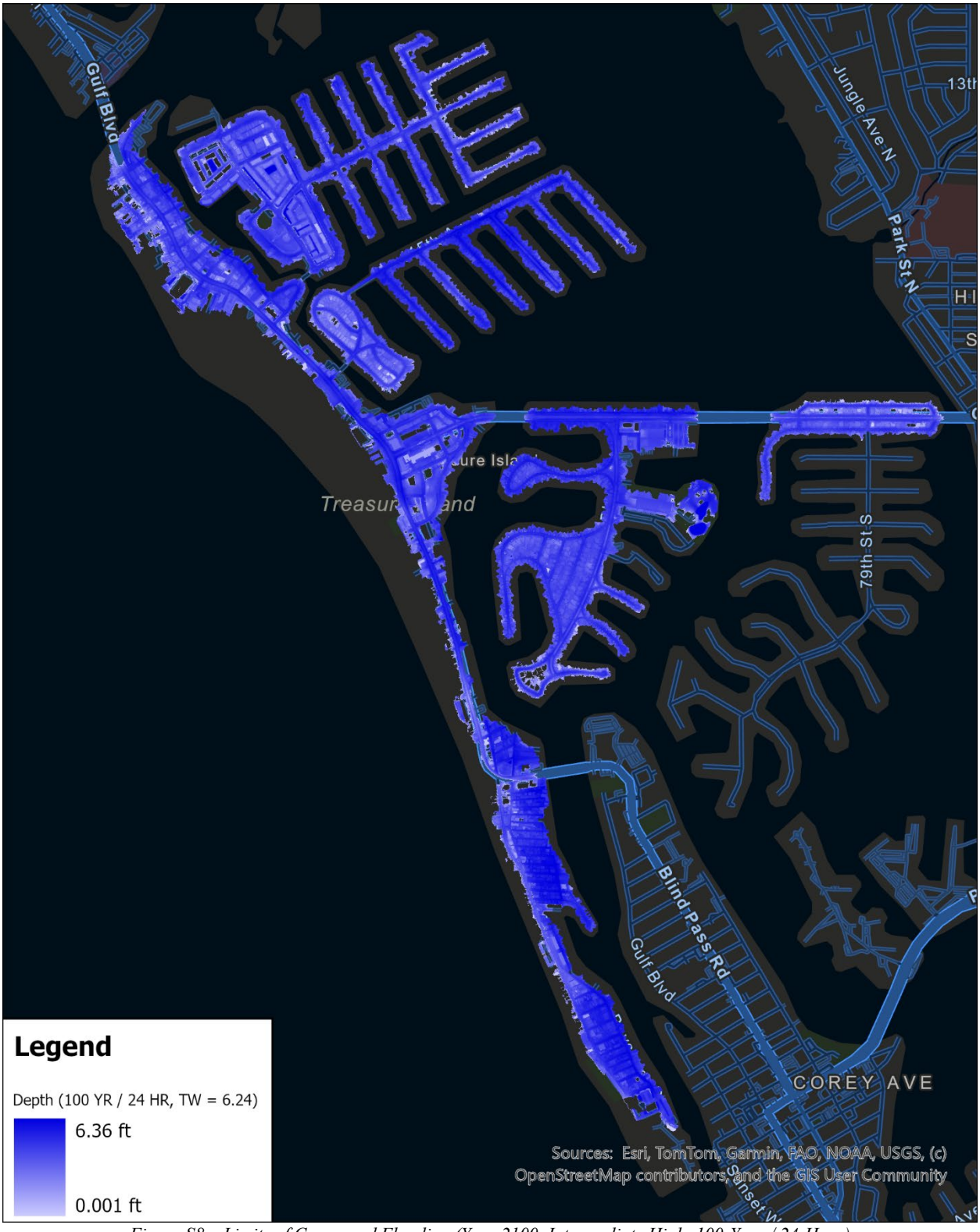


Figure S8 – Limits of Compound Flooding (Year 2100, Intermediate High, 100-Year / 24-Hour)

S3.3 Impacts of Sea Level Rise

Whether through tidal flooding or compound flooding, the impacts of sea level rise on this barrier island community are projected to be extensive and widespread. This assessment demonstrates that the predominate future problem is sea level rise as opposed to future development or inadequate regulations. The low-lying nature of the community leaves the roadway network vulnerable to high tides. As tidal elevations increase, the water "backs up" through the drainage system and finds a level pool elevation equal to that of the bay. Prior to a rainfall event commencing, many roads will be inundated with tidal water rendering the City's stormwater infrastructure essentially ineffective.

Figures S4 and S5 presented conditions when only tidal flooding is experienced. Figure S4, based upon the Intermediate projection, certainly shows extensive impacts. However, through the consistent and continued pursuit of established resiliency goals, we strongly believe that this challenge can be overcome. The same opinion is not shared for the scenario outlined in Figure S5. An additional ~26" of sea rise on top of the Intermediate projection would render the island community uninhabitable.

Rainfall-based impacts are still present and the City should continue to pursue drainage improvements when funding and opportunity align. However, this supplemental assessment demonstrates that there is no piped solution to mitigate for the impacts of sea level rise.

S4.0 Recommendations to Mitigate for Impacts

S4.1 Sea Level Rise Impacts

As previously stated, this supplement focuses on the sea level rise impacts associated with the Year 2100, Intermediate High scenario. Figures 5S, 6S, 7S & 8S which show the depth of flooding are quite bleak. Throughout the City structural flooding would be experienced and the roadway network would not be accessible.

For perspective, high water rescue vehicle (HWRV) manufacturers consider 36" – 42" as the maximum practical fording depth. The Intermediate High scenario proposes roadway inundation exceeding this threshold. Therefore, should these be the conditions experienced in the future, continued habitation of the City would be impractical. Mitigation recommendations would be limited to the abandonment of the City.

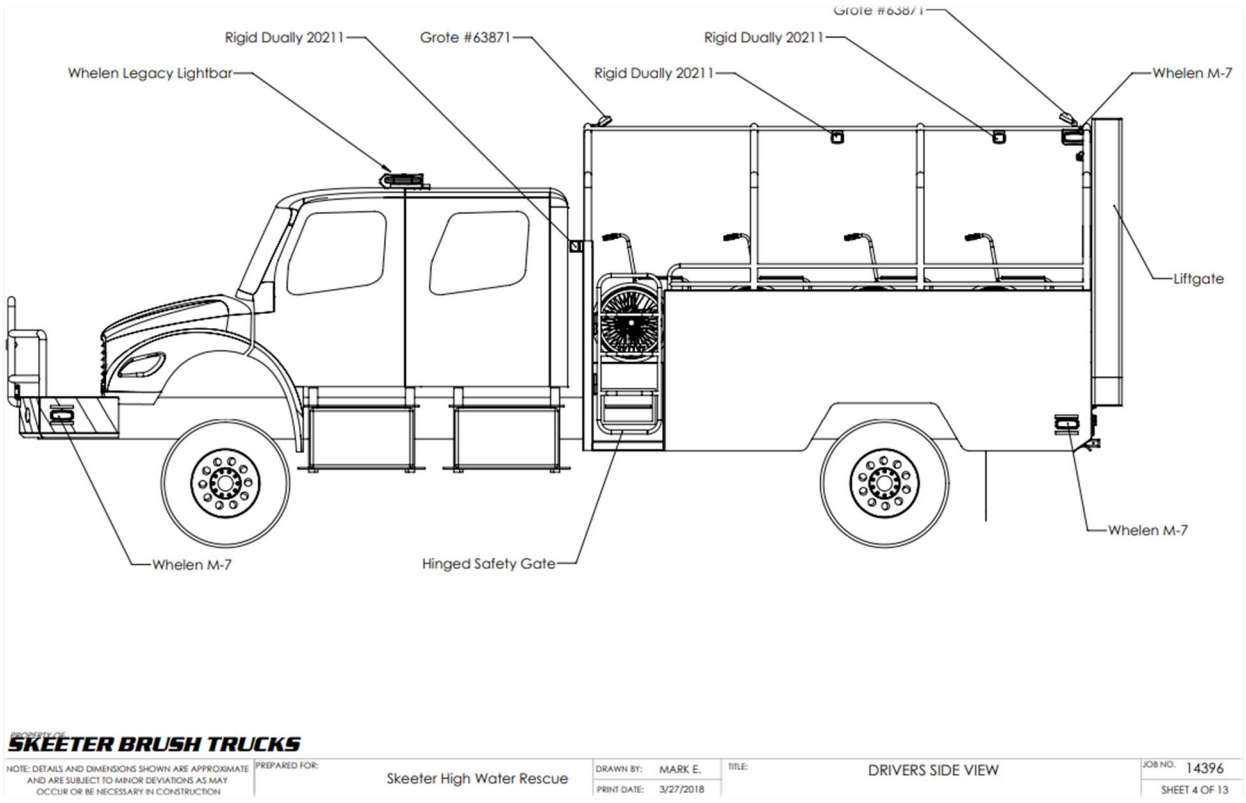


Figure S9 - High Water Rescue Vehicle

It is recognized that this projection is on the higher end of the sea level rise projections. So, while it certainly paints a bleak picture, other scenarios may be more likely. The Intermediate scenario represents a "middle of the road" projection and one in which the City can reasonably plan for.

Section S3 states that there is no piping solution for these types of sea level rise impacts. Continued habilitation of the City while maintaining a reasonable stormwater level of service can be accomplished either through the use of fill (to elevate the terrain) or through isolating the

stormwater system from tidal conditions and converting to a pump-based system. Section 7 of the WMP discusses these options in greater detail.

The City's current regulations support the use of fill and it is recommended that the purposeful use of fill continue to be supported for private development. When suitable funding is available, it is recommended that the City utilize fill to elevate the roadway network.

S4.2 Rainfall-Based Impacts

Through adoption of the 2021 WMP and Chapter 76 – Stormwater within the Code of Ordinances, the City has refined their regulations to address the following concerns pertaining to stormwater management.

1. Onsite management of stormwater
2. Attenuation, or the control of discharge rates from newly developed sites, to prevent an increase of offsite flows
3. The preservation of open, natural, spaces (see Comprehensive Plan elements)
4. Supporting the use of Low Impact Development (LID) techniques
5. Reduce nutrient loading to impaired water bodies

RESOLUTION NO. 2021-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND ADOPTING A WATERSHED MANANGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City's Strategic Plan, Environmental Sustainability Road Map, Objective 2 is to "Rise above sea level challenges" and Bold Action 2 is to "Adopt the Watershed Management Plan"; and

WHEREAS, the Southwest Florida Water Management District provided partial funding for the development of a Watershed Management Plan through its Cooperative Funding Initiative program; and

WHEREAS, the City has completed the projects within in its 1996 Master Drainage Plan and the assumptions within the plan are not representative of current stormwater evaluation practices; and

WHEREAS, the Watershed Management Plan replaces the 1996 Master Drainage Plan and provides future stormwater priority projects for consideration; and

WHEREAS, the Watershed Management Plan was developed in conjunction with a City-specific hydraulic and hydrologic model used to evaluate the performance of the City's stormwater infrastructure and its performance under future sea level rise scenarios; and

WHEREAS, adoption of the Watershed Management Plan will be used as a basis to inform future planning for the City as it relates to stormwater, roadways and development; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that adopting this Watershed Management Plan is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. The Treasure Island City Commission approves the Watershed Management Plan as attached as Exhibit 1.

Section 2. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 2nd day of March, 2021 by Commissioner Toth who moved its adoption; was seconded by Commissioner Payne and upon roll call, the vote was:

YEAS: Toth. Payne. Partridge. Wetzel + Lunn

NAYS: None

ABSENT OR ABSTAINING: None

Lawrence Lunn, Mayor

ATTEST:

CITY OF TREASURE ISLAND • FLORIDA SEAL INCORPORATED 1955

Ruth Nickerson, City Clerk

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve City Manager's Purchase Authority of $154,417 to Smith Industries, Inc. d/b/a Smith Fence Company for the Treasure Bay Tennis and Basketball Courts Fence Replacement
BACKGROUND:	Treasure Bay Golf and Tennis facility sustained damage from hurricanes Helene and Milton in September and October 2024. The clay surface, electrical fuses and panel boxes were damaged from flooding caused by hurricane Helene. The tennis court fence structure on courts 1-8 and the basketball courts were damaged from hurricane Milton. Staff has filed claims and continues to work with the City's insurance carrier and FEMA.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager Purchase Authority of $154,417 to Smith Industries, Inc. d/b/a Smith Fence Company for the Treasure Bay Tennis and Basketball Courts Fence Replacement
STRATEGIC PLAN RELEVANCE:	Community Road Map, OBJECTIVE 2: Promote Treasure Bay as a flagship waterfront recreation facility.
ANALYSIS/DISCUSSION:	Immediately following Hurricane Milton, staff applied to the United States Tennis Association (USTA) Florida Section Foundation for Hurricane Relief Assistance. On April 2, 2025, the City received a Funding Commitment for Hurricane Relief Assistance for Treasure Bay. The USTA has committed up to $281,650 for tennis court repairs, including clay resurfacing, fence replacement and electrical repairs as impacted by both hurricanes.

The City issued ITB 25-014 for the Treasure Bay Golf and Tennis Facility Tennis and Basketball Courts Fence Replacement. At the July 31, 2025 Bid Opening, the City received nine bids ranging in price from $154,417 to $653,350 (Exhibit A). The most responsive bidder is Smith Industries, Inc. d/b/a Smith Fence Company in the amount of $154,417. Smith Fence Company indicated that work could be started as soon as September 1, 2025 with a completion date of October 1, 2025, weather permitting. The City will need to obtain a permit for the installation of the new fence.

FUNDING:

Funding is proposed through the approval of a budget amendment enacted through Ordinance No. 2025-06, in an amount not to exceed $231,650.

Funds in the amount of $50,000 are allocated in the FY2025 budget, account 001-5722-63715 for repairs to the fence on tennis courts 7 & 8.

The City received a Funding Commitment for Hurricane Relief Assistance for Treasure Bay. The United States Tennis Association (USTA) has committed up to $281,650 for tennis court repairs including clay resurfacing, fence replacement and electrical repairs as impacted by both hurricanes. The funds are only for the submitted capital repairs and the city may not accept FEMA funding or insurance payment for these damages. The city has a maximum of eight (8) months to complete the repairs. The City must pay for any additional expenditures over the $281,650 Hurricane Relief Assistance Funds.

MOTION:

I move to approve and authorize the City Manager's Purchase Authority to Smith Industries, Inc. d/b/a Smith Fence Company in the amount of $154,417 for the tennis and basketball courts fence replacement at the Treasure Bay Golf and Tennis Facility.

ATTACHMENTS:
SMITH Fence Bid and Contract.pdf
EXHIBIT A, Bid Tabulation.pdf

SECTION IV
BID FORMS

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price:

Lump Sum Bid Price $ 154,417.00

PROJECT ANTICIPATED START DATE: September 1, 2025

DURATION OF PROJECT: 30 days

PROJECT ANTICIPATED COMPLETION DATE: October 1, 2025

NAME OF BIDDER: Smith Industries, Inc. dba Smith Fence Company

SIGNATURE: [signature]

DATE: 7/29/25

Bidder agrees that the work will be performed in batteries of three courts at a time and be completed no later than October 31, 2025.

Bid Acceptance Period – this bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the City.

The Bid must contain evidence of Bidder's authority and qualification to do business in the State of Florida, or Bidder must certify in writing that it will obtain such authority and qualification prior to award of the contract and attach such certification to the Bid.

Bidder's state contractor license number, if any, must also be shown on the Bid Form.

SUBMITTED BY:
Official Name of Firm: Smith Industries, Inc. dba Smith Fence Company

Address: 4699 110th Ave N
Clearwater FL 33762
800.229.3362

SUBMITTED TO: City of Treasure Island – ITB 25-014

SUBMITTED FOR: Treasure Bay Golf and Tennis Facility Tennis and Basketball Court Fence Replacement

BIDDER'S CONTACT INFORMATION:

Contact Person: Gage Smith
Title: V. President
Phone: 727.798.0672
Email: gsmith@smithfence.com
Signature: Gage Smith

AFFILIATED COMPANIES:

Name: N/A
Address:

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

CORPORATION

State of Incorporation: Florida

Date of Incorporation: June 13, 1977

Executive Officers:

Chief Executive Officer: _____

- President: Nicholas P. Smith

- Vice President(s): Gage B. Smith

Director: Jeri G. Smith

- Treasurer: Nicholas P. Smith

- Secretary: Gage B. Smith

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

BIDDER'S GENERAL INFORMATION

Type of License: Certified General Contractor

License Number: CGC1533170

Years of Business under License Number: 4

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Is this organization an equal employment opportunity employer?

(YES) NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? If yes, include Attachment in this Section.

(YES) NO

CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

BIDDER'S SPECIFIC INFORMATION

Previous Experience:

Has any firm listed ever failed to complete a contract awarded to it?

YES (NO)

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

YES (NO)

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

The undersigned, as Bidder, declares that no person other than the Bidder has any interest in this solicitation or in the contract to be executed, and that it is made without any connection with any other person or persons making a bid for the same articles, and it is in all respects fair and without collusion or fraud.

More than one bid received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Bidder has interest in more than one bid for the same work will cause the rejection of all Bids in which the Bidder is interested. If there are reasonable grounds for believing collusion exists among Bidders, the Bids of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Bidder, by signing below, accepts all of the terms and conditions of the bid and makes all representations required by the General Conditions.

The Bidder agrees if this bid is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Bid.

Smith Industries, Inc. dba Smith Fence Company
COMPANY NAME

Gage B. Smith
NAME (PRINT)

V. President
TITLE

SIGNATURE

7/29/25
DATE

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE SUBMISSIONS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Work Place Programs. Whenever two or more submissions which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a submission received from a business that certifies that it has implemented a Drug-Free Work Place Program will be given preference in the award process. Established procedures for processing tie submissions will be followed in the event that none of the tied Respondents have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the submission, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Gage Lid
Signature

July 29, 2025
Date

Gage B. Smith
Printed Name

ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Qualifications Statement, regardless of whether any addendum was issued or not.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	**Date**
Addendum No. 1	[signature]	NONE
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Treasure Island
(Print name of the public entity)
by Gage B. Smith, V. President
(Print individual's name and title)
for Smith Industries, Inc. dba Smith Fence Company
(Print name of entity submitting sworn statement)
whose business address is 4699 110th Ave N
Clearwater FL 33762
and (if applicable its Federal Employer Identification Number) is 59.1743161
(if the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which it proposes or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Gage B Smith
(Signature)

Sworn to and subscribed before me by means of (select one:) [X] physical presence or

[ ] online notarization, this 29th day of July, 2025, ___, by

Gage B. Smith, who is [select one:]

[X] personally known to me –**or**— [ ] has produced a Florida driver's license as identification.

Personally known ✓

OR Produced Identification N/A

(Type of identification)

Notary Public – State of Florida
My Commission Expires 4.23.28

JENNIFER LEE ZAHNER
MY COMMISSION # HH 508227
EXPIRES: April 23, 2028

Jennifer Lee Zahner
(Printed, typed or stamped
commissioned name of notary public)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of Smith Industries, Inc. dba Smith Fence Company ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: 7/29/25

Printed Name: Gage B. Smith Title: V. President

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 20 25, by Gage B. Smith, as Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced N/A as identification.

_____
Signature of Notary Public

Jennifer Lee Zahner
Name of Notary Typed, Printed or Stamped

My Commission Expires: 4.23.28

JENNIFER LEE ZAHNER
MY COMMISSION # HH 508227
EXPIRES: April 23, 2028

SECTION V
GENERAL CONDITIONS

To ensure acceptance, all Contractors submitting bids to the City of Treasure Island ("City") will be governed by the following conditions, prescribed specifications, and enclosed bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications within must be directed by e-mail to chayduke@mytreasureisland.org. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Bidder's Representations.** In submitting this Bid , Bidder represents that:

A. Bidder has examined and carefully studied the ITB, and any data and reference items identified in the ITB.
B. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the work.
C. Bidder is aware of the general nature of work to be performed by the City and others at the site that relates to the work as indicated in the ITB.
D. Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the ITB and of discrepancies between the site conditions and the Contract Documents and confirms that the written resolution thereof by the City is acceptable to Bidder.
E. The ITB documents are sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.
F. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the work required by the ITB.

3. **Bidder's Certifications.**

A. The Bidder certifies the following:
   1) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of an group, association, organization, or corporation;
   2) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
   3) Bidder has not solicited or induced an individual or entity to refrain from bidding; and
   4) Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
      i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
      ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
      iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with

or without the knowledge of the City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. All required sales and use taxes are included in the stated Bid price for the work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

C. Bidder is not currently and has not been on the convicted vendor list within the last 36 months.

D. Bidder is not on the Scrutinized Companies that Boycott Isreal List, or engaged in a boycott of Isreal, or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list or engaged in business operations in Cuba or Syria.

E. Bidder is and will comply with all local, state, federal directives, orders, and Laws and Regulations as applicable to this Bid and Contract including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and OSHA.

F. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of its execution of the Agreement.

G. Bidder certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Bidder certifies, represents, and warrants that: (a) Bidder is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Bidder; and (c) Bidder is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. **Response Preparation Expenses.** Each respondent preparing ITBs in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

5. **Sealed Bids.** All mailed/delivered Bid Forms and required documents must be submitted in a sealed envelope. An authorized representative of the respondent must sign all Bid Forms. The face of the bid envelope must be plainly marked identifying the item and the date of the bid opening. No bids will be accepted after closing time for receipt of bids, nor will any submissions by telephone, fax, or e-mail be accepted.

6. **Intent of Specifications.** It is the intent of the specifications to describe a certain item(s) or service(s) to be purchased by the City including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

7. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

8. **Approved Equivalents or Equals.** Any manufacturer's name, trade name, brand name, model number, etc. listed in the specifications are for information only, and are not intended to limit competition. The respondent may offer any brand for which it/she/he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item,

supporting information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent of equal items.

9. **Delivery.** Bids include all freight costs to Treasure Island, Florida to a point(s) specified in the contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City until after receipt of delivery has been acknowledged by authorized representative of the City.

10. **Mistakes.** Bidders are expected to examine the conditions, scope of work, bid prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Bidder's risk.

11. **Bid Withdrawals.** An unopened bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the bidder. If a bidder wishes to modify its bid prior to bid opening, bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids. Withdrawal of a bid will not prejudice the rights of a bidder to submit a new bid prior to the bid submission deadline date and time. After expiration of the period for receiving bids, no bid may be modified or withdrawn.

12. **Selection of Bid.** Prior to contract award, any respondent 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 respondent must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of respondent and any proposed subcontractors, suppliers and individuals, or entities to perform the work in accordance with the contract documents. In evaluating whether a respondent is responsible, the City will consider the qualifications of the respondent and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the work for which the identified subcontractors and suppliers must be submitted as provided in the bid documents. The City will also consider whether the respondent is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the respondent that it believes is appropriately qualified, responsible, and responsive.

13. **Award of Contract.** Recommendation for award of contract is made to the City Commission based on the lowest priced, most responsive, and most responsible bidder(s) meeting all conditions and requirements of the ITB. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

14. **Rejection of Bids.** The City reserves the right to accept or reject any or all bids.

15. **Identical Tie Submissions.** The City will follow section 287.087, Florida Statutes, in case of identical submissions. In the event that two or more submissions are identical in price, quality, and service, preference will be given to businesses with a conforming Drug-Free Workplace Program. A Drug-Free Workplace Certificate is enclosed. The City reserves the right to implement any other tiebreakers based on the uniqueness of the solicitation.

16. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Bids not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The protester will be furnished a copy of the written determination and recommendation.

A. The Department Directors with the assistance of the Finance Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
B. The City Manager shall review and either approve or disapprove the recommendation of the Directors.
C. Decisions of the City Manager may be appealed to City Commission by submitting to the City Clerk of a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
D. A final decision under this section will be conclusive and shall represent the position of the City.
E. In the event of a timely protest and/or appeal, the City shall not proceed further with the award for the respective discipline unless the City Manager can justify the award as protecting the public health, welfare, or safety of the City.

17. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to requests for qualifications, bids, or proposals and 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, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective respondent may contact the City's main office as specified in the ITB, to address situations such as clarifications relating to the procurement process or respondent protests.

This lobbying prohibition extends to evaluation committee members, City employees and City members and begins from the date of advertisement or a date otherwise established by the City until the award is final, any bid protest is resolved, or the competitive selection process is otherwise concluded.

Any lobbying activities in violation of this section may lead to disqualification of the bidder. Lobbying shall mean influencing or attempting to influence the action or non-action or attempting to gain good will of the individuals identified herein, relating the selection or award of the contract in connection with the competitive selection process.

18. **Bids From Related Parties or Multiple Bids Received From One Respondent.** Where two (2) or more related parties each submit a bid or multiple bids are received from one (1) respondent for any contract, such bids will be judged non-responsive. For purposes of this section, related parties means respondents or the principles thereof, which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principles thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same contract.

19. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Contractor shall perform this Contract. If a respondent intends to subcontract a portion of this work, the respondent must disclose that intent in the bid. No assignment or subcontracting will be allowed without prior written consent of the City.

In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City 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 contract, which will not be unreasonably exercised by the City, includes but is not 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 City awarding a contract to a respondent, which has disclosed its intent to assign or subcontract in its response to this solicitation, without exception will constitute approval for purposes of this contract.

20. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the City as an amendment to this agreement and authorized in writing, the Contractor must provide such additional requirements as may become necessary.

21. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Contractor and will become the property of the City and will be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Contractor upon the termination of this agreement in whole or in part. Documents shall be provided in original searchable electronic format (as opposed to scanned with OCR). The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Contractor. Upon the Contractor's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Contractor and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Contractor is responsible for independently verifying the information contained in the documents provided.

22. **Required Disclosure.** With its submission the respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) respondent, (ii) any business entity related to or affiliated with respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any bid the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a bid, respondent recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and respondent waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

23. **Scrutinized Companies.** By engaging in business with the City, each respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, respondents confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes, or engaged in any such activity identified in that section.

A. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
B. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

24. **Tax.** The City is exempt from all state and local sales tax.

25. **Payment of Invoices.** The City issues checks for payment of invoices on the 1st, and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. The City will make payments in accordance with the Florida Prompt Payment Act, section 218.70, *et seq.*, Florida Statutes. All purchases are subject to availability of funds in the City's budget.

26. **Appropriations Clause.** By submitting a bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the Contractor of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

27. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all bids received in response to these specifications and govern any and all claims between person(s) submitting a bid and the City, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability (as provided by law).

The selected Contractor may be required to provide expert witnesses or testimony, if required by the City, to testify in connection with any suit at law or administrative proceeding. A supplemental agreement will be negotiated between the City and the selected Contractor describing the services desired and providing a basis for compensation to the selected Contractor.

28. **Licenses, Registration and Certificates.** Each respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its bid all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Contractor) in the City. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

29. **Permits and Taxes.** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

30. **Public Records.** All bidding documents and submissions by bidders may be considered a public record under Florida's public records laws, Chapter 119 Florida Statutes. Accordingly, the bidder understands and acknowledges that bidder's bidding documents may be inspected or copied by the public in accordance with applicable Florida law.

31. **Unauthorized Aliens.** The City will consider the employment by the respondent of unauthorized aliens a violation of Title 8 USC 1324a of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this contract.

32. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in the contract documents.

33. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A notice of termination will be effective if delivered to the respondent at least five (5) calendar days prior to the termination date contained in the notice. The notice of termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

34. **Conflict of Interest and Code of Ethics.** The respondent 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 in the contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

The Contractor shall promptly notify the City'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 in the contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of wok that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Contractor.

With respect to this ITB, if any respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including, but not limited to, Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such respondent will be disqualified from eligibility to perform the work described in this ITB and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By submitting an ITB, the respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a respondent is determined to have been untruthful in its ITB

or any related presentation, such respondent will be disqualified from eligibility to perform the work described in this ITB and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this ITB, the respondent certifies that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective individual or firm should make an affirmative statement in its bid to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

35. **Equal Employment Opportunity.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

36. **Verification of Employment Status Certification**. In accordance with Florida law, the Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the contract. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this contract unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this contract, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this contract. The City may terminate this contract for cause if the City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The City will terminate this contract for cause if the City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this contract is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this contract and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.

37. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. mandatory pre-submittal meeting or presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodation.

38. **No Consideration of Contractor's Social, Political or Ideological Interests.** Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Contractor's social, political, or ideological interests when determining if Contractor is a

responsible Contractor, nor may the City give preference to Contractor based on Contractor's social, political, or ideological beliefs.

39. **Insurance Requirements.**

A. The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the contract; and cause subcontractor(s), if utilized, to acquire and maintain the same.

1. The Contractor, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the contract prior to the start of any work under this contract. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Treasure Island
   Risk Management Department
   10451 Gulf Blvd.
   Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Contractor and sub-contractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the ITB and is signing the contract with the City.

4. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this contract for all employees engaged in this work under this contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Contractor and/or subcontractor(s). Any remedy provided to the City by the insurance provided by the Contractor and its consultants or subcontractors will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does

not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this contract.

J. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

K. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Contractor or its sub-contractor will relieve the Contractor or sub-contractor from responsibility to prove insurance as required.

L. Indemnification Requirements
The Contractor must agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the contract.

40. **No Contract Funds to be Used for Identification Documents for Those Not Lawfully in U.S.** Contractor agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

41. **Foreign Country of Concern Disclosure Certification.** This certification is applicable if the offer exceeds $100,000. Pursuant to section 286.101, Florida Statutes, the Contractor is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the City, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the Contractor certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

☒ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The name of the agent or controlled entity that is the source or interest holder; and
- State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature: Gage Smith Date: 7/29/25

Printed Name: Gage B. Smith

Exhibit A: CONTRACT

THE PROPOSED CONTRACT FOR THIS SOLICITATION IS PROVIDED AS

AN ATTACHMENT

PLEASE RETURN SIGNED AS INSTRUCTED

AGREEMENT FOR TENNIS AND BASKETBALL COURTS FENCE REPLACEMENT SERVICES

THIS AGREEMENT FOR TENNIS AND BASKETBALL COURTS FENCE REPLACEMENT SERVICES ("**Agreement**"), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 10451 Gulf Blvd., Treasure Island, FL 33706 (the "**City**") and Smith Industries Inc. dba Smith Fence Company a FL Corporation with a principal address of 4699 110th Ave N Clearwater FL 33762 (the "**Contractor**")(collectively, the "**Parties**"), is made and entered into on the ____ day of __, 2025 (the **"Effective Date").**

WHEREAS, the City Commission has determined that there exists the need for disaster financial recovery consultant services within the City (the "**Services**"); and

WHEREAS, the City issued ITB No. 25-014 (**Exhibit A**), which is attached to and incorporated in this Agreement by reference, to procure a contractor to provide for such Services; and

WHEREAS, Contractor submitted a proposal (**Exhibit B**), which is attached to and incorporated in this Agreement by reference, and was the successful bidder to the City's ITB No. 25-014; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to provide the Services to the City.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Agreement, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated in this Agreement.

2. **Scope of Services**. The Parties agree that the Contractor will provide the Services as outlined in Exhibit A and Exhibit B.

3. **Term**. The term of this Agreement shall become effective on the Effective Date and shall continue until the Services have been complete or this Agreement is terminated.

4. **Payment and Fees**.

    a. The Contractor shall provide the Services described in this Agreement at the costs and rates outlined in Exhibit B.
    b. The Contractor shall submit invoices once each month to the City of Treasure Island for services performed and including the expenses and other charges accounted for under this Agreement during the month immediately preceding said invoice. Payment as prescribed in this section for services rendered by the Contractor during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes.

c. Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his/her designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

d. The Contractor shall pay all sales, employment, and other applicable taxes that arise or may arise from the services to be performed under this Agreement.

5. **Standard of Care**. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services to be provided. By executing this Agreement, Contractor agrees that Contractor will exercise the same degree of care, knowledge, skill, and the ability as any other similar situated contractor possessing the same capabilities within the local area working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with this Agreement and industry standards.

6. **Force Majeure**. Each party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse will be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, hurricane, storm or like catastrophe. The payment of invoices due and owing under this Agreement shall in no event be delayed by the payer because of a force majeure affecting the payer.

7. **Termination**.

a. The Contractor shall serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The Contractor may terminate this Agreement with or without cause upon sixty (60) days' written notice to the City. In the event the Agreement is terminated by the Contractor or is terminated by the City for reasons unrelated to the quality of work provided by the Contractor, the City shall pay the Contractor in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the City for compensation under this Agreement in the event of termination. Upon termination of this Agreement, however terminated, the Contractor shall turn over to the City all

work product completed, or partially completed, up to the date of termination. The City will have full right to use such work product in any manner, in the sole discretion of the City.

b. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

c. If the Contractor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations, the City may terminate this Agreement immediately notwithstanding the notice requirements of this Agreement.

8. **Insurance**. The Contractor must furnish the City with proof of insurance coverage, as follows:

A. The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Agreement; and cause Subcontractor(s), if utilized, to acquire and maintain the same.

1. The Contractor will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Treasure Island
   10451 Gulf Blvd.
   Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, for both Contractor and Subcontractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement with the City.

4. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Agreement for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Contractor and/or Subcontractor(s). Any remedy provided to the City by the insurance provided by the

Contractor and its consultants or subcontractors will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this Agreement.

J. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the Contractor or its Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

L. Indemnification Requirements

The Contractor must agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the contract.

9. **Relationship of Parties**. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Contractor shall employee personnel as necessary and proper to carry out the terms and conditions of this Agreement. Contractor acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

10. **Indemnification**. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

    Subject to the limitations set forth in this section, Contractor shall assume control of the defense of any claim asserted by a third party against the City for which Contractor is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this section, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be

detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11. **Compliance with All Laws**. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

12. **Amendment**. This Agreement may not be amended or modified except in writing, executed by the Parties.

13. **Authority**. The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

14. **Governing Law and Venue**. This Agreement will be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this Agreement will be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions. The Parties waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement.

15. **Attorneys' Fees and Costs**. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, including any appeals, the losing party will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

16. **Assignment and Construction of Agreement**. Any assignment of this Agreement, without the City's written consent, is void. This agreement shall inure to the benefit of and bind the Parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. The Parties agree that in any event of litigation concerning the construction of this Agreement or interpretation of any language used in this Contract, that this Agreement and any of its provisions will not be construed against the City by virtue of this Agreement having been drafted by the City. The validity, interpretation, construction, and effect of this Agreement will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that this Agreement will be reformed to replace such stricken provision or part of a provision with a valid and enforceable provision,

which comes as close as possible to expressing the original intention of the stricken provision. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

17. **No Third-Party Beneficiaries**. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

18. **Entire Agreement**. This Agreement embodies the entire Agreement of the City and the Contractor. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

19. **Waiver**. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20. **Notices.** Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Smith Industries Inc.
dba Smith Fence Company
4699 110th Ave N
Clearwater FL 33762

With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm P.A.
411 N Donnelly St, Suite #313
Mount Dora, FL 32757

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

21. **Right to Suspend**. The City reserves the right to suspend the rights granted to the Contractor under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

22. **Non-Discrimination**. Contractor shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

23. **Scrutinized Companies**. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Contractor is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Contractor is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

24. **No Affiliation with Foreign Countries of Concern**. Pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include

the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

25. **E-Verify**. Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Agreement for cause if City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

26. **Equal Opportunity Employer**. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

27. **No Issuance of Identification Documents**. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

28. **Electronic Signatures**. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

29. **Counterparts**. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

30. **Computation of Time**. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

31. **Headings and Section References**. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

32. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Contract, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may terminate this Agreement and may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF TREASURE ISLAND; 10451 GULF BLVD ; TREASURE ISLAND, FL 33706; TEL: (727) 547-4575; FAX: (727) 547-4582; CITYCLERK@MYTREASUREISLAND.ORG

IN WITNESS WHEREOF the Parties have executed the Agreement as of the Effective Date.

CITY: The City of Treasure Island

_____
City Manager

ATTEST:

_____
City Clerk

CONTRACTOR:

Smith Industries Inc. dba Smith Fence Company

_____
Gage B. Smith, V. President

WITNESS:

_____

Name: Jennifer Lee Zahner

WITNESS:

_____

Name: Angela Bigelow

Exhibit B: CHECKLIST

Submission Checklist

Section IV – Bid Forms

- ✓ o **All forms completed and signed**
- ✓ o Provide **two (2) references** as indicated
- ✓ o Drug-Free Workplace Certificate (if applicable)
- ✓ o Addenda Acknowledgement Form
- ✓ o Public Entity Crimes Statement
- ✓ o Anti-Human Trafficking Affidavit

Section V – General Conditions

- ✓ o **Review and sign**

Exhibit A: Contract

- ✓ o **Review and sign** the draft contract; **DO NOT ENTER AN EFFECTIVE DATE**

SMITH FENCE REFERENCES

- City of Clearwater, Pinellas County
  Attn: Carla Scrivener
  727-562-4839 / Carla.scrivener@myclearwater.com
  MCMULLEN TENNIS CENTER
  Removal and replacement of 10' Black Vinyl Clad Chain Link Fence, several 6X10 and 4X10 Gates.

- Manatee County Government / Property Management Department
  Attn: David Shurmur, CPRP / Parks Operation Manager
  941-238-8621 / David.shurmur@mymanatee.org
  G.T. BRAY RECREATION TENNIS CENTER
  Removal and replacement of 10' Black Vinyl Clad Chain Link Fence, several 8X10 and 6X10 Gates, and generator enclosures

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 536974

Entity Name: SMITH INDUSTRIES, INC.

Current Principal Place of Business:

4699 - 110TH AVE. N
CLEARWATER, FL 33762

Current Mailing Address:

4699 - 110TH AVE. N
CLEARWATER, FL 33762

FEI Number: 59-1743161

FILED
Feb 10, 2025
Secretary of State
7800873265CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SMITH, NICHOLAS
4699 - 110TH AVE. N
CLEARWATER, FL 33762 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: NICHOLAS SMITH 02/10/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP, SECRETARY
Name	SMITH, NICHOLAS P	Name	SMITH, GAGE B
Address	4699 - 110TH AVE. N	Address	4699 - 110TH AVE. N
City-State-Zip:	CLEARWATER FL 33762	City-State-Zip:	CLEARWATER FL 33762
Title	VP, TREASURER	Title	DIRECTOR
Name	SMITH, NICHOLAS P	Name	SMITH, JERI GAGE
Address	4699 - 110TH AVE. N	Address	4699 - 110TH AVE. N
City-State-Zip:	CLEARWATER FL 33762	City-State-Zip:	CLEARWATER FL 33762

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NICHOLAS SMITH PRESIDENT 02/10/2025

Electronic Signature of Signing Officer/Director Detail — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Meagan Sutton, CIC, CISR
M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street Tampa, FL 33606	PHONE (A/C, No, Ext): (813)229-8021 FAX (A/C, No): (813)229-2795
	E-MAIL ADDRESS: msutton@mewilson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co.	24147
INSURER B : Great American Insurance Co	16691
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Smith Industries, Inc
dba Smith Fence Company
4699 110th Ave N
Clearwater , FL 33762

COVERAGES **CERTIFICATE NUMBER:** 241015 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	MWZY31936425	07-01-2025	02-01-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	MWTB31936525	07-01-2025	02-01-2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	TUU033274317	07-01-2025	02-01-2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC31936325	07-01-2025	02-01-2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Umbrella follows Form.

CERTIFICATE HOLDER

For Bid Purposes Only
1112 Oldtown
Anytown, FL 32222

CANCELLATION

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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SMITH FENCE COMPANY
SUBSTANCE ABUSE PROGRAM

I. STATEMENT OF POLICY

In a commitment to safeguard the health of our employees and to provide a safe environment for everyone, **Smith Fence Company** has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We would like to encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job position in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

Employees are given notice as of the above date that it is a condition of employment to refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body. Employees are subject to drug testing under the standards of this policy.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

II. DEFINITIONS

A. "Legal Drug" - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

B. "Illegal Drug" - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or (c) which is being used in a manner or for a purpose other than as prescribed.

III. POLICY AND WORK RULE

The policy of **Smith Fence Company** is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

It is a standard of conduct for employees of the company that no employee shall report to work or work with the presence of illegal drugs or alcohol in his or her body. In order to maintain this standard, the company shall establish and maintain the programs and rules set forth below.

A. Drug Testing of Applicants

All job applicants at this company will undergo screening for the presence of illegal drugs as a condition for employment.

Any applicant with a positive test result will be denied employment at that time but may initiate another inquiry with the company after six months.

B. Drug Testing of Employees

This company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. **When there is a reasonable suspicion** to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol;

   Circumstances that could be indicators of a substance-abuse problem and considered reasonably suspicious are as follows:

   - Information that an employee has caused, or contributed to, an accident while at work. "Accident" includes injury to person(s) and/or damage to equipment or property.
   - Observable phenomena while at work - such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
   - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
   - A report of drug use provided by a reliable and credible source and independently corroborated.
   - Evidence that an individual has tampered with a drug test during his employment with the current employer.

- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Whenever possible, the supervisor should have the employee observed by a second supervisor or manager before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit workers' compensation medical and indemnity benefits.

2. **As a follow-up to Employee Assistance.**

   If the employee, in the course of employment, enters an Employee Assistance Program or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In that case, follow-up testing is optional. If follow-up testing is required, it must be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given to the employee.

3. **When the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination** that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

4. **At other times and under such circumstances as deemed appropriate** by company management and current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the company's drug testing requirements.

C. Employee Assistance Program

This company **does not maintain** an Employee Assistance Program (EAP). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol, drug abuse or other problems. We do, however, maintain a list of local providers of employee assistance, drug and alcohol treatment and family services that employees may access without company involvement.

It is the responsibility of an employee to seek assistance from an EAP ***before*** alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An EAP will provide appropriate assessment, evaluation and counseling and/or referral for treatment of drug and alcohol abuse. Such employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon appropriate treatment regimen, which may include follow-up testing.

The cost of seeking assistance from an EAP or other provider will be the responsibility of the employee and is subject to provisions of the company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

D. Grounds for Termination or Discipline

1. Illegal Drug Use

The following are considered violations of the **Smith Fence Company** drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required drug test
- Failing a company-required drug test (a *positive* test result)
- An employee bringing illegal drugs onto the company's premises or property (including company vehicles)
- Possession of illegal drugs or drug paraphernalia on the employee's person
- Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug (as previously defined) while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not.

2. Alcohol Abuse

The following are considered violations of the **Smith Fence Company** drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a company-required alcohol test
- Failing a company-required alcohol test
- An employee who is under the influence of alcoholic beverages at any time while on company business or at any time during the hours between the beginning and ending of the employee's workday, whether on company property or not (including company vehicles)

An employee shall be determined to be under the influence of alcohol if -

a. the employee's normal faculties are impaired due to consumption of alcohol

Or if

b. the employee has a blood-alcohol level of .04 or higher.

3. Prescription Drugs

   a. Physician-prescribed medications are permitted, provided they do not adversely affect the safety of the employee or other individuals in the workplace.
   b. No prescription drug shall be brought on Smith Fence Company premises or work sites by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
   c. Any employee undergoing medically prescribed treatment with a controlled substance which may limit the employee's ability to safely perform on the job must report that treatment to his supervisor just prior to beginning work. This information will be treated as confidential. It is the employee's responsibility to determine from his physician whether a prescribed drug may impair job performance.

E. Confidentiality

1. All information, interviews, reports, statement memoranda, and drug-test results, written or otherwise, received by the employer through a drug-testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter 440., F.S (Workers' Compensation).

2. This subsection (confidentiality) does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug-test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

F. Medication Reporting Procedure

Employees or job applicants may confidentially report to the company's medical review officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications - by brand name or common name, as applicable, as well as by chemical name - which may alter or affect a drug test. (A listing of these is attached.)

G. Reporting of Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result. If the employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer. Employees and job applicants also may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration (AHCA), as outlined below.

H. Challenges to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving the notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and why the result does not constitute a violation of the employer's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to confidentiality provisions outlined above, and shall be retained by the employer for at least 1 year.

2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

I. Drugs to Test For

The company may test for any or all of the following substances:

Drugs	Trade or Common Name
Alcohol	Liquor, Beer, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	Quaalude
Opiates	Paregoric, Morphine, Tylenol with Codeine
Barbiturates	Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines	Librium, Valium, Halcion, Restoril
Synthetic NarcoticsMethadone-Polophine, Methadose Propoxyphene-Darvocet, Darvon-N, Dolene	

J. Collective Bargaining

This company has no collective bargaining agreement.

K. Consultation Rights

Employees and applicants have the right to consult the company's Medical Review Officer (MRO) for technical information regarding prescription and nonprescription medications.

L. Medical Review Officer

The company's Medical Review Officer is **Dr. Richard F. Johnson, MD, MPH, MRO, and Medical Director.** The lab used for testing is LabCorp located at 1904 Alexander Drive, Research Triangle Park, NC 27709. The lab can be reached at 1-800-833-3984.

OVER-THE-COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT DRUG TEST RESULTS

Purpose of this form: The use of this form is to alert you of the possible influence that prescription drugs may have on the outcome of a drug test. It is for your information only at this time. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician.

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)
Amphetamines	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
Cannabinoids	Marinol (Dronabinol, THC)
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription
Opiates	Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.

Benzodiazepines	Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax
Methadone	Dolophine, Metadose
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, GAGE BRADLEY

SMITH FENCE COMPANY
4699 110TH AVE N
CLEARWATER FL 33762

LICENSE NUMBER: CGC1533170

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF TREASURE ISLAND

SOLICITATION NO. ITB 25-014

TREASURE BAY GOLF and TENNIS FACILITY

TENNIS and BASKETBALL COURTS FENCE REPLACEMENT

BID OPENING: 7/31/2025, 2PM

BIDDER	BID AMOUNTS
SGMA LLC	$ 322,500
Smith Industries dba Smith Fence	$ 154,417
Eastern Harbour Group	$ 588,649.84
Phoenix Fence Group	$ 369,690
USA Curb Appeal	$ 356,295.56
Colossian Home Services	$ 198,528
US Fence & Gate, Inc	$ 653,350
Budget Fence & Gate	$ 216,200
Diversicom dba west fl fence	$ 196,665.34
	$

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Mike Baker, Parks & Recreation
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Motion to Approve City Manager Purchase Authority of $49,988 to Somerfield Construction Services for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts.
BACKGROUND:	The City purchased the Rosselli Park property from Donald Rosselli in 1975 and in 1977 the City upgraded and refurbished the ballfield and named the field Bill Lyons Field. Based off of this the dugouts are close to 50 years old.
POLICY/PURPOSE:	Commission approval is required to authorize the City Manager Purchase Authority of $49,988 to Somerfield Construction Services for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts.
STRATEGIC PLAN RELEVANCE:	Community Road Map Goal 1: Promote a socially connected community through the implementation of the Master Park Plan. Bold Action 2: Fund prioritized Master Plan projects in the City budget.
ANALYSIS/DISCUSSION:	The dugouts are in rough shape and are at the end of life. The last few storms have ripped off the shingles and water has reached the plywood and started rotting. Staff has reached out to several general contractors for quotes to demolish and rebuild the dugouts. Somerfield Construction Services submitted the lowest bid at $49,998.
FUNDING:	Funding has been Commissioner approved in the FY2025 Park Maintenance budget line item 001-5723-63000.
MOTION:	I move to approve and authorize the City Manager's Purchase Authority to Somerfield Construction Services in the amount of

$49,998 for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts.

ATTACHMENTS:
Somerfield Construction Services.pdf

ESTIMATE

Somerfield Construction Services LLC
1408 Poinsettia Ave
Tarpon Springs, FL 34689-2340

austins@somerfield-cs.com
+1 (616) 894-9161

Bid #2

Bill to
Steve Viola
City Of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
United States

Estimate details
Estimate no.: 1009
Estimate date: 07/11/2025

Job Name: Dugout Renovations (Both)

#	Product/service	Description	Qty	Rate	Amount
1.	**Management/Supervision**	Management and supervision of the demolition of the existing structures and the rebuild of the new dugouts. The two dugouts from demo to completion is expected to take two and half weeks.	2	$3,399.00	$6,798.00
2.	**Division 02**	Demolition and disposal of the existing rotten roof portions, crumbling block wall, benches and steel columns (Leaving the existing concrete slab)	2	$4,000.00	$8,000.00
3.	**Division 04**	Utilize the existing footers and rebuilding a new block wall with a 2" cap to match the previous wall 8 courses high and 25'4" long.	2	$3,000.00	$6,000.00
4.	**Division 05**	8 new steel columns will be installed with a plate that is bolted to the concrete on the front four and bolted to the footer on the back four. Columns will be 3.5" outside diameter. A new plate will be installed on the stringer splices for the roof support. Three new backets will be installed for both benches.	2	$6,250.00	$12,500.00
5.	**Division 06**	Supply and Install 2x6 framing and waterproofed sheathing to repair all the damaged and rotten areas. 2x12 facia boards will be replaced to match existing.	2	$4,550.00	$9,100.00

		New benches will be installed to match existing			
6.	**Division 07**	A new shingle roof will be installed on each dugout with the drip edge around the structure to match what was existing.	2	$2,500.00	$5,000.00
7.	**Division 09**	Painting of the block walls, the exterior of the framing, the steel columns with a coat of primer and two finish coats. (Color will be selected by owner)	2	$1,300.00	$2,600.00
			Total		**$49,998.00**

Note to customer

Somerfield Construction Services reserves the right to adjust the proposal if any scope of work is adjusted or if acceptance is longer that 15 days.

Accepted date **Accepted by**

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Kingfish Park (Commissioner Czyszczon)
BACKGROUND:	Discuss
POLICY/PURPOSE:	Discuss potential sale of Kingfish Park
STRATEGIC PLAN RELEVANCE:	Commissioner Discussion Item
ANALYSIS/DISCUSSION:	Commissioner Discussion Item
FUNDING:	TBD
MOTION:	.

ATTACHMENTS:

AGENDA ITEM NO. H.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Award Piggyback Contract for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements to TLC Diversified, Inc. and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.
BACKGROUND:	In September 2022, the Public Works Department requested from the City Commission authorization to piggyback the Pinellas County “FY21-24 Sanitary Sewer Pump Station Repair” contract with TLC Diversified, Inc. The September 2022 contract has expired and the Public Works Department is requesting authorization to proceed with the proposed piggyback with TLC Diversified, Inc. utilizing the Pinellas County “Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028” dated March 5, 2024. The term of this contract is three (3) years from bid award and may not be extended.
POLICY/PURPOSE:	The purpose of this item is to award a piggyback contract and provide purchase authorization to perform Wastewater and Stormwater System repairs.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island.
ANALYSIS/DISCUSSION:	In an effort to minimize costs, the Department of Public Works requests authorization to piggyback the Pinellas County “Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028" contract with TLC Diversified, Inc. (See Attachment). Staff is seeking

	purchase authorization to TLC Diversified in the amount up to $250,000 for various *Utilities Rehabilitation & Construction Services*, as needed.
FUNDING:	Funding is included in the Fiscal Year 2025 budget within the Wastewater Fund account 420-5350-63000, 420-5350-63450 and Stormwater Fund account 450-5380-63453 in the total amount of $250,000.
MOTION:	I move to approve the Piggyback Contract between the City of Treasure Island and TLC Diversified, Inc., for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements and authorize expenditures totaling up to $250,000.

ATTACHMENTS:
TLC Piggyback Agreement - combined.pdf

Agreement between
The City of Treasure Island, FL
And
TLC Diversified, Inc.
Pertaining to Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements

This Agreement is made and entered into this _7th_ day of _August_, 2025 (“Effective Date”), by and between the City of Treasure Island, a Florida municipal corporation whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706 (the “City”), and TLC Diversified, Inc. a Florida corporation whose address is 2719 17th St. E. Palmetto, FL ("CONTRACTOR"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Sanitary Sewer Pump Repairs in the City of Treasure Island; and

WHEREAS, pursuant to the City’s Procurement and Purchasing Policy, when the City finds competitive pricing from existing contracts between other Florida public entities that meet the City’s needs, the City may enter into a “Piggyback” contract at or less than the pricelist provided in the original approved contract; and

WHEREAS, Contractor entered into a 3-year agreement with Pinellas County, Florida, on March 5, 2024 for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement, (the “Pinellas County Contract”) after public procurement of sealed bids (Pinellas County 24-0073-ITB-C), both attached hereto as **Exhibit A**; and

WHEREAS, the City desires to “Piggyback” onto said contract for utilization of the same or similar services, and Contractor consents to such “Piggybacking”.

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Scope of Work. The Scope of Work is as generally identified in Pinellas County Invitation to Bid No. 24-0073-ITB-C and more specifically defined in **Exhibit B** attached hereto and incorporated herein.

3. Contract Terms.

a. The Contract will consist of and include all of the agreement terms and conditions and component documents comprising the Pinellas County Contract. When "Pinellas County" is mentioned in the Pinellas County Contract, is should be replaced with the "CITY" pursuant to this Agreement.

b. CONTRACTOR agrees to furnish all labor, equipment, machinery, and skill necessary for the entire Scope of Work as set forth in the Pinellas County Contract, to the satisfaction of the CITY by its duly authorized representative.

c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the Pinellas County Contract and more specifically described in **Exhibit B.**

d. Invoices for City work will be submitted to:

The City of Treasure Island
Attn: Accounts Payable
10451 Gulf Boulevard
Treasure Island, FL 33706
Phone (727) 547-4575
Fax (727) 547-4582
finance@mytreasureisland.org

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed on this Agreement or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. Public Records. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent required by law, to keep and maintain

public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTORs response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org and CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL 33706

5. Employment Eligibility Verification (E-Verify). In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR

52.22254 (as-amended) is incorporated in this Agreement by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous.

a. Entire Agreement. This Contract represents the entire agreement between the Parties. No prior discussions or negotiations will be enforceable, unless included in this Agreement.

b. Assignment, Amendment or Modification. This Agreement is not assignable. Any modification to this Agreement must be made in writing and signed by both Parties.

c. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Florida with venue in Pinellas County. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

d. Nothing in this Contract will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the CITY expressly reserves these rights to the full extent allowed by law. This provision will survive completion or termination of this Contract.

e. It is understood and agreed by the Parties that if any part, term or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

g. All words used in this Contract in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Contract are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the Pinellas County Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as first above written.

City of Treasure Island:

By:_____

By: Charles Van Zant, City Manager

Contractor: TLC Diversified, Inc.



By: Dalas Lamberson

Title: President

EXHIBIT A

PINELLAS CONTRACT

AGREEMENT

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

TLC Diversified, Inc.

(Corporation, Partnership or Individual Proprietor)

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

2719 17th Street East, Palmetto, FL 34221

herein after designated the Contractor,

WITNESSETH:

That for and in consideration of the sum not to exceed **seven million three hundred seventy-five thousand four hundred thirty-five US dollars and zero cents ($7,375,435.00)** 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: **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) Bid No: 24-0073-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. To 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 hereunder, and to fully complete all necessary Work under the same within not more than **(1095)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.

   C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.

   D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Agreement.

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

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

   G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary

AGREEMENT

by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

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

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

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

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

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

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P. O. Box 2438

Clearwater, FL 33757

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

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

N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

AGREEMENT

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) 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 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.

O. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

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").

Should Supplier:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice.
ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting: or
iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

P. 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 J. of this Agreement, "Indemnification".

2. THE COUNTY AGREES:

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

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

AGREEMENT

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

3. **IT IS MUTUALLY AGREED:**

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. **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 ORDERS

AGREEMENT

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES

SPECIAL CONDITIONS

SCOPE OF WORK/SPECIFICATIONS

1) Pinellas County Utilities Special Provisions (Special Provisions). Listed in Section 6 of this contract.
2) Pinellas County Public Works Standard Technical Specifications for Roadway and General Construction – latest edition (Roadway Std. Tech. Specs.)
3) FDOT Standard Specification for Road and Bridge Construction, Divisions II and III only - current edition at letting date (FDOT Specifications). Division I is not applicable.

PINELLAS COUNTY PROJECT SPECIFIC CONSTRUCTION PLANS FOR THIS CONTRACT

AGREEMENT

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

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this 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: 727-453-3218

Email: mcchartier@pinellascounty.org

6. **BINDING AGREEMENT**

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

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

PINELLAS COUNTY, By and through its Board of County Commissioners

By: _____
Signature

Date: March 5, 2024.

SEAL

ATTEST: KEN BURKE, CLERK

By: _____

CONTRACTOR

By: _____
Signature

Print Name: Dalas Lamberson

Title: President

H51364/CGC041816/CUC053963/CGC1534995/CUC1225581
Contractor's Registration or Certification No. issued by the State of Florida

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney

EXHIBIT B

SCOPE OF WORK

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

EVALUATION TABULATION

ITB-C No. 24-0073-ITB-C STEP 2

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) STEP 2

RESPONSE DEADLINE: January 4, 2024 at 3:00 pm

Report Generated: Wednesday, February 7, 2024

SELECTED VENDOR TOTALS

Vendor	Total
TLC Diversified, Inc.	$7,375,435.00

SANITARY SEWER ITEMS

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-1	Mobilization/ Demobilization (Max 3% of overall cost)	1	LS	$55,000.00	$55,000.00
X	PS-2	Execution of General Requirements	10	EA	$6,000.00	$60,000.00
X	PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4	EA	$3,000.00	$12,000.00
X	PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4	EA	$350.00	$1,400.00
X	PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4	EA	$350.00	$1,400.00
X	PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2	EA	$1,500.00	$3,000.00
X	PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2	EA	$350.00	$700.00
X	PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2	EA	$350.00	$700.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2	EA	$450.00	$900.00
X	PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2	EA	$1,250.00	$2,500.00
X	PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2	EA	$1,250.00	$2,500.00
X	PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2	EA	$1,400.00	$2,800.00
X	PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2	EA	$1,400.00	$2,800.00
X	PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2	EA	$3,000.00	$6,000.00
X	PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2	EA	$3,000.00	$6,000.00
X	PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2	EA	$3,100.00	$6,200.00
X	PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2	EA	$3,200.00	$6,400.00
X	PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2	DAYS	$350.00	$700.00
X	PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2	DAYS	$1,000.00	$2,000.00
X	PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4	DAYS	$1,000.00	$4,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4	DAYS	$1,600.00	$6,400.00
X	PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2	DAYS	$1,600.00	$3,200.00
X	PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2	DAYS	$1,650.00	$3,300.00
X	PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2	DAYS	$1,700.00	$3,400.00
X	PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1	EA	$500.00	$500.00
X	PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1	EA	$500.00	$500.00
X	PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1	EA	$500.00	$500.00
X	PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1	EA	$500.00	$500.00
X	PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1	EA	$25.00	$25.00
X	PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1	EA	$25.00	$25.00
X	PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1	EA	$25.00	$25.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1	EA	$25.00	$25.00
X	PS-9A	Resilient Wedge Gate Valve (4" diameter)	3	EA	$1,800.00	$5,400.00
X	PS-9B	Resilient Wedge Gate Valve (6" diameter)	3	EA	$2,100.00	$6,300.00
X	PS-9C	Resilient Wedge Gate Valve (8" diameter)	1	EA	$2,800.00	$2,800.00
X	PS-9D	Resilient Wedge Gate Valve (10" diameter)	1	EA	$2,900.00	$2,900.00
X	PS-9E	Resilient Wedge Gate Valve (12" diameter)	1	EA	$3,200.00	$3,200.00
X	PS-10A	Check Valve (4" diameter)	2	EA	$1,900.00	$3,800.00
X	PS-10B	Check Valve (6" diameter)	2	EA	$2,300.00	$4,600.00
X	PS-10C	Check Valve (8" diameter)	1	EA	$2,800.00	$2,800.00
X	PS-10D	Check Valve 10" diameter	1	EA	$3,300.00	$3,300.00
X	PS-10E	Check Valve 12" diameter	1	EA	$4,700.00	$4,700.00
X	PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40	LF	$35.00	$1,400.00
X	PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40	LF	$45.00	$1,800.00
X	PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40	LF	$65.00	$2,600.00
X	PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20	LF	$75.00	$1,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20	LF	$85.00	$1,700.00
X	PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100	LF	$265.00	$26,500.00
X	PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100	LF	$310.00	$31,000.00
X	PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30	LF	$330.00	$9,900.00
X	PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20	LF	$360.00	$7,200.00
X	PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20	LF	$380.00	$7,600.00
X	PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200	LF	$190.00	$38,000.00
X	PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200	LF	$235.00	$47,000.00
X	PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30	LF	$285.00	$8,550.00
X	PS-13D	Stainless Steel (316-Sch. 40) (Pipe 10" dia.)	20	LF	$300.00	$6,000.00
X	PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20	LF	$310.00	$6,200.00
X	PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60	EA	$325.00	$19,500.00
X	PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40	EA	$415.00	$16,600.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30	EA	$450.00	$13,500.00
X	PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20	EA	$600.00	$12,000.00
X	PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20	EA	$850.00	$17,000.00
X	PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5000	LBS	$23.00	$115,000.00
X	PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2000	LBS	$26.00	$52,000.00
X	PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10	EA	$1,250.00	$12,500.00
X	PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2	EA	$675.00	$1,350.00
X	PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2	EA	$675.00	$1,350.00
X	PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2	EA	$675.00	$1,350.00
X	PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2	EA	$675.00	$1,350.00
X	PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2	EA	$675.00	$1,350.00
X	PS-19	Furnish and Install Bollards (Per Detail)	4	EA	$1,250.00	$5,000.00
X	PS-20	Furnish and Install Wet Well - Concrete	50	CY	$300.00	$15,000.00
X	PS-21	Furnish and Install Wet Well - Fiberglass	300	SF	$91.00	$27,300.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	24	VF	$475.00	$11,400.00
X	PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24	VF	$485.00	$11,640.00
X	PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	100	SF	$225.00	$22,500.00
X	PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)	100	SF	$250.00	$25,000.00
X	PS-26A	Valve Vault (Duplex) (6' x 6')	1	EA	$5,000.00	$5,000.00
X	PS-26B	Valve Vault (Duplex) (7' x 7')	1	EA	$5,500.00	$5,500.00
X	PS-26C	Valve Vault (Duplex) (7'-6" x 8')	1	EA	$6,000.00	$6,000.00
X	PS-26D	Valve Vault (Duplex) (8'-6" x 9')	1	EA	$7,000.00	$7,000.00
X	PS-26E	Valve Vault (Duplex) (9' x 10')	1	EA	$9,500.00	$9,500.00
X	PS-27A	Valve Vault (Triplex) (6' x 7')	1	EA	$5,200.00	$5,200.00
X	PS-27B	Valve Vault (Triplex) (7' x 8')	1	EA	$6,000.00	$6,000.00
X	PS-27C	Valve Vault (Triplex) (7'-6" x 10')	1	EA	$8,600.00	$8,600.00
X	PS-27D	Valve Vault (Triplex) (8'-6" x 11')	1	EA	$9,900.00	$9,900.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-27E	Valve Vault (Triplex) (9' x 12')	1	EA	$10,000.00	$10,000.00
X	PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	50	SF	$140.00	$7,000.00
X	PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50	SF	$140.00	$7,000.00
X	PS-30	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50	SF	$150.00	$7,500.00
X	PS-31	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50	SF	$140.00	$7,000.00
X	PS-32A	Inside PVC Drop Connection to Wet Well (4")	6	VF	$150.00	$900.00
X	PS-32B	Inside PVC Drop Connection to Wet Well (6")	10	VF	$160.00	$1,600.00
X	PS-32C	Inside PVC Drop Connection to Wet Well (8")	6	VF	$185.00	$1,110.00
X	PS-32D	Inside PVC Drop Connection to Wet Well (10")	6	VF	$200.00	$1,200.00
X	PS-32E	Inside PVC Drop Connection to Wet Well (12")	6	VF	$300.00	$1,800.00
X	PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6	VF	$400.00	$2,400.00
X	PS-33	Furnish and Install Fiberglass Liner With Top and Grout	500	SF	$60.00	$30,000.00
X	PS-34	Install Epoxytec Epoxy Liner System	500	SF	$55.00	$27,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-35	Install Enviroline Epoxy Liner System	500	SF	$55.00	$27,500.00
X	PS-38	Furnish and Install Wet Well Draw Tube	100	VF	$80.00	$8,000.00
X	PS-39	Furnish, Install and Remove Temporary Sheeting	500	SF	$20.00	$10,000.00
X	PS-40	Furnish and Install Permanent Sheeting	200	SF	$21.00	$4,200.00
X	PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100	SY	$27.00	$2,700.00
X	PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100	SY	$40.00	$4,000.00
X	PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100	SY	$25.00	$2,500.00
X	PS-44	Flowable Fill	6	CY	$240.00	$1,440.00
X	PS-45	Shell Driveway Base, 6" Thick	20	SY	$110.00	$2,200.00
X	PS-46	Furnish and Install Structural Concrete (4000 psi)	20	CY	$1,450.00	$29,000.00
X	PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150	SY	$350.00	$52,500.00
X	PS-48	Pea Gravel Driveway	4	CY	$200.00	$800.00
X	PS-49	Remove/Reconstruct Concrete Sidewalks	10	CY	$990.00	$9,900.00
X	PS-50	Remove/Reconstruct Concrete Curb and Gutters	150	LF	$50.00	$7,500.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-51	Grass Restoration by Seeding	4	SY	$10.00	$40.00
X	PS-52	Grass Restoration by Sodding	250	SY	$30.00	$7,500.00
X	PS-53	Special Refill Materials - Crushed Stone	50	CY	$55.00	$2,750.00
X	PS-54	Special Backfill Materials - Sand	20	CY	$50.00	$1,000.00
X	PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40	EA	$400.00	$16,000.00
X	PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20	EA	$450.00	$9,000.00
X	PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20	EA	$625.00	$12,500.00
X	PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20	EA	$700.00	$14,000.00
X	PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20	EA	$700.00	$14,000.00
X	PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	20	EA	$700.00	$14,000.00
X	PS-56A	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1	EA	$49,000.00	$49,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56B	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA	$59,000.00	$59,000.00
X	PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA	$55,000.00	$55,000.00
X	PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA	$65,000.00	$65,000.00
X	PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1	EA	$58,000.00	$58,000.00
X	PS-56F	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1	EA	$58,000.00	$58,000.00
X	PS-56G	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1	EA	$58,000.00	$58,000.00
X	PS-56H	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP VFD Option/cross line bypass option	1	EA	$127,300.00	$127,300.00
X	PS-56J	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 - 23.0 HP Soft Start Option/cross line bypass option	1	EA	$82,000.00	$82,000.00
X	PS-56K	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/coss line bypass option	1	EA	$93,000.00	$93,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56L	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA	$78,000.00	$78,000.00
X	PS-56M	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	1	EA	$102,000.00	$102,000.00
X	PS-56N	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	1	EA	$77,000.00	$77,000.00
X	PS-56P	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	1	EA	$103,000.00	$103,000.00
X	PS-56R	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	1	EA	$87,000.00	$87,000.00
X	PS-56S	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	1	EA	$130,000.00	$130,000.00
X	PS-56T	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	1	EA	$94,000.00	$94,000.00
X	PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1	EA	$64,000.00	$64,000.00
X	PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1	EA	$64,800.00	$64,800.00
X	PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1	EA	$60,000.00	$60,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1	EA	$62,000.00	$62,000.00
X	PS-56Y	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1	EA	$70,000.00	$70,000.00
X	PS-56Z	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP VFD Option/cross line bypass option	1	EA	$107,000.00	$107,000.00
X	PS-56AA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 - 20.0 HP Soft Start Option/cross line bypass option	1	EA	$84,000.00	$84,000.00
X	PS-56AB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP VFD Option/cross line bypass option	1	EA	$120,000.00	$120,000.00
X	PS-56AC	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA	$85,000.00	$85,000.00
X	PS-56AD	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel VFD Option/cross line bypass option	1	EA	$124,000.00	$124,000.00
X	PS-56AE	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 - 30.0 HP Panel Soft Start Option/cross line bypass option	1	EA	$80,000.00	$80,000.00
X	PS-56AF	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 - 40.0 HP Panel - VFD/cross line bypass option	1	EA	$119,000.00	$119,000.00
X	PS-56AG	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1	EA	$130,000.00	$130,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-56AH	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1	EA	$138,000.00	$138,000.00
X	PS-56AJ	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1	EA	$154,000.00	$154,000.00
X	PS-56AK	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1	EA	$165,000.00	$165,000.00
X	PS-56AL	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1	EA	$200,000.00	$200,000.00
X	PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1	EA	$30,000.00	$30,000.00
X	PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1	EA	$7,000.00	$7,000.00
X	PS-58A	Furnish and Install Level Sensors Greyline	5	EA	$5,600.00	$28,000.00
X	PS-58B	Furnish and Install Level Sensors Bubbler	5	EA	$17,000.00	$85,000.00
X	PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5	EA	$12,500.00	$62,500.00
X	PS-59	Furnish and Install Floats	10	SET	$2,700.00	$27,000.00
X	PS-60	SCADA/RTU Panel Relocation	4	EA	$1,500.00	$6,000.00
X	PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2	EA	$31,000.00	$62,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2	EA	$9,500.00	$19,000.00
X	PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA	$11,000.00	$22,000.00
X	PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2	EA	$18,000.00	$36,000.00
X	PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2	EA	$20,800.00	$41,600.00
X	PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2	EA	$26,000.00	$52,000.00
X	PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3	EA	$28,000.00	$84,000.00
X	PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3	EA	$38,000.00	$114,000.00
X	PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2	EA	$39,000.00	$78,000.00
X	PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2	EA	$43,000.00	$86,000.00
X	PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2	EA	$46,000.00	$92,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2	EA	$51,000.00	$102,000.00
X	PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2	EA	$56,000.00	$112,000.00
X	PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2	EA	$62,000.00	$124,000.00
X	PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2	EA	$76,000.00	$152,000.00
X	PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2	EA	$84,000.00	$168,000.00
X	PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2	EA	$110,000.00	$220,000.00
X	PS-63	Furnish and Install Mix Flush Valve 3- 23 HP	1	EA	$3,100.00	$3,100.00
X	PS-64	Pump Preventative Maintenance Testing	2	EA	$520.00	$1,040.00
X	PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10	EA	$5,000.00	$50,000.00
X	PS-66	Furnish and Install Area Lighting on Gooseneck	4	EA	$400.00	$1,600.00
X	PS-67	Furnish and Install Short Pole Area Lighting	5	EA	$2,000.00	$10,000.00
X	PS-68	Generator Electrical Work & Startup	1	EA	$8,000.00	$8,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-69A	Pump Discharge Connection (4")	1	EA	$3,000.00	$3,000.00
X	PS-69B	Pump Discharge Connection (6")	1	EA	$4,000.00	$4,000.00
X	PS-69C	Pump Discharge Connection (8")	1	EA	$6,800.00	$6,800.00
X	PS-69D	Pump Discharge Connection (10")	1	EA	$7,800.00	$7,800.00
X	PS-69E	Pump Discharge Connection (12")	1	EA	$10,000.00	$10,000.00
X	PS-70	New Replacement S.S Pump Guide Rails-2 Inch	100	LF	$100.00	$10,000.00
X	PS-71	New Replacement S.S Pump Guide Rails-3 Inch	25	LF	$110.00	$2,750.00
X	PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5	EA	$450.00	$2,250.00
X	PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4	EA	$200.00	$800.00
X	PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4	EA	$450.00	$1,800.00
X	PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2	EA	$200.00	$400.00
X	PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	5	EA	$150.00	$750.00
X	PS-74	Furnish and Install PVC Vent in Wet Well	4	EA	$1,400.00	$5,600.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4	EA	$300.00	$1,200.00
X	PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8	EA	$1,000.00	$8,000.00
X	PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4	EA	$1,500.00	$6,000.00
X	PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2	EA	$1,600.00	$3,200.00
X	PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5	EA	$5,500.00	$27,500.00
X	PS-78	Relocate Existing Potable Water Service	4	EA	$1,200.00	$4,800.00
X	PS-79	Clean and Paint Valve Vault Concrete and Piping	1	EA	$2,800.00	$2,800.00
X	PS-80	Clean and Paint Valve Vault Concrete	2	EA	$1,000.00	$2,000.00
X	PS-81	Clean Existing Wet Well and Dispose of Waste	19	EA	$2,700.00	$51,300.00
X	PS-82	Wet Well Fillet Concrete	50	CF	$75.00	$3,750.00
X	PS-83	Ballast Concrete	24	CY	$200.00	$4,800.00
X	PS-85	Maintenance of Traffic	30000	UNIT	$1.00	$30,000.00
X	PS-86	Labor Rates Forman	99	HR	$95.00	$9,405.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-87	Labor Rates Skilled	100	HR	$75.00	$7,500.00
X	PS-88	Labor Rates Welder with Equipment & Materials	6	DAY	$1,400.00	$8,400.00
X	PS-89	Labor Rates Un-Skilled	100	HR	$45.00	$4,500.00
X	PS-90	Labor Rates Electrician	100	HR	$95.00	$9,500.00
X	PS-91	Labor Rates Electrician Helper	100	HR	$71.00	$7,100.00
X	PS-92	Labor Rates Backhoe Operator	50	HR	$55.00	$2,750.00
X	PS-93	Labor Rates Crane Truck Operator	50	HR	$45.00	$2,250.00
X	PS-94	Labor Rates Dump Truck Driver	50	HR	$45.00	$2,250.00
X	PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20	DAY	$450.00	$9,000.00
X	PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20	DAY	$450.00	$9,000.00
X	PS-97	Equipment Rental Trencher (40 HP)	8	DAY	$50.00	$400.00
X	PS-98	Equipment Rental Generator (10 KW)	6	DAY	$75.00	$450.00
X	PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6	DAY	$150.00	$900.00
X	PS-100	Equipment Rental Trash Pump - 3"	6	DAY	$65.00	$390.00
X	PS-101	Equipment Rental Diesel Pump - 6"	10	DAY	$200.00	$2,000.00

Sanitary Sewer Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8	HR	$125.00	$1,000.00
X	PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8	HR	$250.00	$2,000.00
X	PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8	HR	$260.00	$2,080.00
X	PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8	HR	$650.00	$5,200.00
X	PS-106	Equipment Rental Light Tower with Generator	8	DAY	$50.00	$400.00
X	PS-107	Equipment Rental Crane Truck (25 Ton or less)	6	DAY	$690.00	$4,140.00
X	005-0900	As-Builts	10	EA	$3,200.00	$32,000.00
Total						$6,649,435.00

UNSPECIFIED ITEMS

Unspecified Items					TLC Diversified, Inc.	
Selected	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X	999-0000	Unspecified Work	726000	EA	$1.00	$726,000.00
Total						$726,000.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TLC Diversified, Inc.

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2719 17th Street East

Requester's name and address (optional)

6 City, state, and ZIP code
Palmetto, FL 34221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 5 1 3 3 0 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ X Dalas Lamberson/President Date ▶ January 04, 2024

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*.

Purpose of Form

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

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

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

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

APPENDIX 7 – SBE COMPLIANCE FORM

Mandatory SBE PROJECT GOALS: 10 %
PRIME CONTRACTOR NAME: TLC Diversified, Inc.
SUBCONTRACTOR(S) INFORMATION:

COMPANY:	Technical Power Systems	COMPANY:	Ferguson Land Surveyors
ADDRESS:	3135 Dividing Creek Drive Sarasota, FL 34237	ADDRESS:	806 Franklin Street Clearwater, FL 33756
AMOUNT OF SUBCONTRACTED WORK:	$635,250.00	AMOUNT OF SUBCONTRACTED WORK:	$32,000.00
CONTACT:	Brian Stewart	CONTACT:	Timothy Drewett
EMAIL:	brianstewart@verizon.net	EMAIL:	tim@flsurveyors.com
TELEPHONE:	(941) 356-3453	TELEPHONE:	(727) 230-9606
COMPANY:	Keller-Angelillis Design & Manufacturing, Inc.	**COMPANY:**	
ADDRESS:	655 San Christopher Drive Dunedin, FL 34698	ADDRESS:	
AMOUNT OF SUBCONTRACTED WORK:	$75,000.00	AMOUNT OF SUBCONTRACTED WORK:	$
CONTACT:	Charles Angelillis	CONTACT:	
EMAIL:	charles@kellersales.com	EMAIL:	
TELEPHONE:	(727) 733-4111	TELEPHONE:	

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

Name and Title of Authorized Representative: Eric Macek/VP of Pre-Construction

Signature: X

FOR PINELLAS COUNTY USE ONLY:

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

Purchasing Staff Member:

Initials: **Date:**

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

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

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Trench Box	LS	1	$1,000.00	$1,000.00
2.				$	$
3.				$	$
4.				$	$
5.				$	$

For Information Only, Not for Payment Purposes $1,000.00

FLORIDA TRENCH SAFETY

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

A. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).

B. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.
Company Name

X
Name and Title Eric Macek/VP of Pre-Construction

Address:
TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382
Telephone/Fax

59-2513308
Federal Employee ID NO. (FEIN)

emacek@tlcdiv.com
Email of Account Representative

E-VERIFY AFFIDAVIT

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

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

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

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

Date: January 04, 2024

Federal Work Authorization User Identification No.: Client Company ID Number 1853660 Company ID Number 378981

Name of Pinellas County Contract and Contract No. 24-0073-ITB-C-STEP 2/Sanitary Sewer Pump Station Repair, Rehabilitation, & Improvement Contract for Fiscal Years 2025-2028 (PID 000964A) STEP 2

STATE OF FLORIDA COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of 1) physical presence x or 2) online notarization ___, this 2nd day of January, 2024 (date) by Eric Macek/VP of Pre-Construction (name of officer or agent, title of officer or agent) of TLC Diversified, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]

LINDA KAY MOORE
Notary Public - State of Florida
Commission # GG 963661
My Comm. Expires Mar 20, 2024
Bonded through National Notary Assn.

Notary Public: Linda Kay Moore

Name typed, printed, or stamped: Linda Kay Moore

My Commission Expires: March 20, 2024

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	TLC Diversified, Inc.
Company Facility Address	2719 17th St E Palmetto, FL 34221
Company Alternate Address	2719 17th St E Palmetto, FL 34221
County or Parish	Manatee
Employer Identification Number	59-2513308
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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

Florida	1

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

Name	Lauren McGovern
Phone Number	(941) 722-0621
Fax Number	
Email Address	lmcgovern@tlcdiv.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE **TLC Diversified Inc.**
2719 17th Street East, Palmetto, Florida 34221

as Principal, hereinafter called the Principal, and **Westfield Insurance Company**
P. O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of **OHIO**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Pinellas County, Florida**
Purchasing Dept., Courthouse Annex Bldg., 400 S. Fort Harrison Ave., 6th Floor, Clearwater, FL 33756

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**

Dollars ($ **---5%---**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract FY 25-28; Bid No. 24-0073-ITB-C**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **January**, **2024**

X DeAnna Justus
DeAnna Justus/Secretary *(Witness)*

TLC Diversified Inc.
(Principal) *(Seal)*
By: X
Eric Macek/VP of Pre-Construction *(Title)*

Natalie C. Demers
Natalie C. Demers *(Witness)*

Westfield Insurance Company
(Surety) *(Seal)*
By: Don Bramlage
Attorney-in-Fact **Don Bramlage** *(Title)*

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-** - - -

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): TLC Diversified, Inc.

Doing Business As (DBA) (if applicable): N/A

Mailing Address (as shown on W-9): 2719 17th Street East

City, State, Zip (as shown on W-9): Palmetto, FL 34221

Vendor Email (primary company email): dlamberson@tlcdiv.com

Remit to address (as shown on vendor invoice): 2719 17th Street East, Palmetto, FL 34221

Federal Tax ID (FEIN) #: 59-2513308

Vendor Contact Information

Contact Name: Dalas Lamberson/President

Phone Number: (941) 722-0621

Email Address: dlamberson@tlcdiv.com

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) 0.00 **%** 30 **Days**

Deposit (if required) has been paid in the amount of $ 0.00

Proper Corporate Identity is needed for a firm registered with the Florida Division of Corporations. Please visit *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: X

Print Name: Eric Macek

Title: VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

CONTRACTOR REFERENCES

Company Name: TLC Diversified, Inc.

Business Address: 2719 17th Street East, Palmetto, FL 34221

Length of time the company has been in business: 38 Years

How long in present location: 22 Years

Total number of current employees: Full-Time: 103 **Part-Time:** 0

Number of employees you plan to use to service this contract: 10

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: Snell Isle Lift Station #11	**REFERENCE 2: Master Lift Station No. 01**
Company: City of St. Petersburg, FL	Company: **Loxahatchee River Environmental Control District, FL**
Address: **6161 Dr. Martin Luther King Jr. Street N., Ste. 101 St. Petersburg, FL 33703 (Advanced Engineering)**	Address: 2500 Jupiter Park Drive, Jupiter, FL 33458
Telephone: 727-526-9158	Telephone: 561-747-5700 ext. 4024
Contact Name: Justin Keller, P.E.	Contact Name: Kris Dean, P.E.
Contact Email: keller@aed-fl/com	Contact Email: kris.dean@lrecd.org
Company Email: keller@aed-fl.com	Company Email: kris.dean@lrecd.org
REFERENCE 3: Sanitary Sewer Pump Station Rehabs	**REFERENCE 4: Pump Station #190 & Force Main Improvements**
Company: Pinellas County, FL	Company: Pinellas County, FL
Address: **Engineering/Tech Support: 14 S. Ft. Harrison St. Clearwater, FL 33756**	Address: **100 Second Avenue South, Suite 105N St. Petersburg, FL 33701 (Kimley-Horn)**
Telephone: 727-282-6240	Telephone: 727-498-2585
Contact Name: Tom Menke, P.E.	Contact Name: Shelby Hughes, P.E.
Contact Email: tmenke@co.pinellas.fl.us	Contact Email: shelby.hughes@kimley-horn.com
Company Email: tmenke@co.pinellas.fl.us	Company Email: shelby.hughes@kimley-horn.com

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

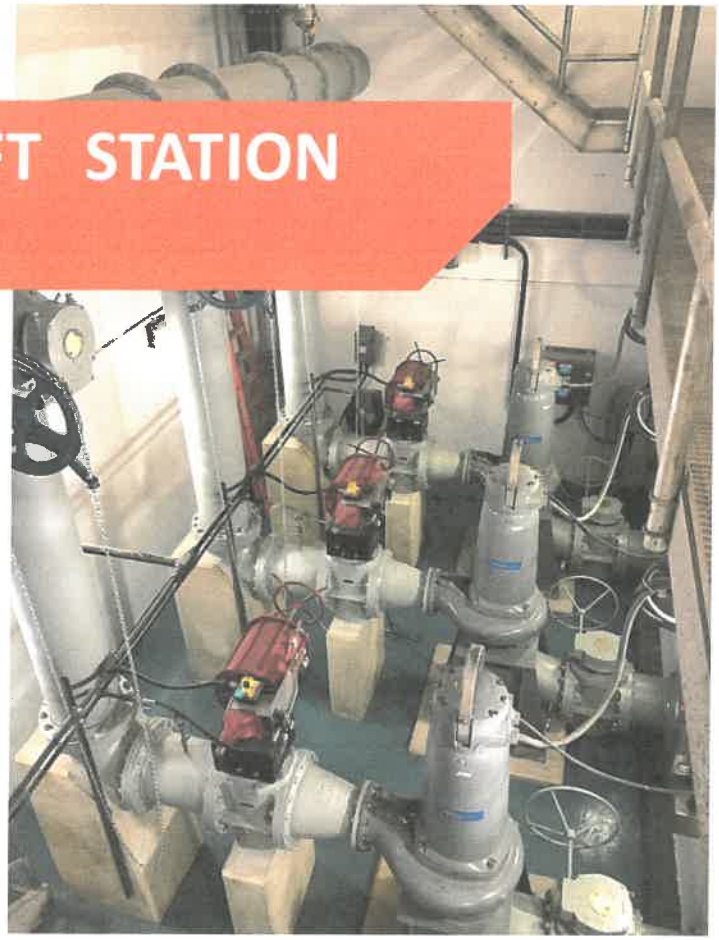
PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

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: TLC Diversified, Inc.

Phone Number: (941) 722-0621

Email: dlamberson@tlcdiv.com AND emacek@tlcdiv.com

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

AFFIDAVIT OF RELEASE AND GUARANTEE

STATE OF FLORIDA

COUNTY OF MANATEE

Before me, the undersigned authority, personally

appeared Eric Macek/VP of Pre-Construction for TLC Diversified, Inc.

who after being duly sworn, deposes and says:

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

Bid Title: **Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A),** Bid No: **24-0073-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. X

Eric Macek/VP of Pre-Construction
(Affiant)

STATE OF FLORIDA
COUNTY OF MANATEE
The foregoing instrument was acknowledged before me this January 04, 2024

By Eric Macek/VP of Pre-Construction who is personally known to me and/or has produced

N/A As identification.

LINDA KAY MOORE
Notary Public - State of Florida
Commission # GG 963661
My Comm. Expires Mar 20, 2024
Bonded through National Notary Assn.

Linda Kay Moore
Signature of Person Taking Acknowledgement

Linda Kay Moore/Notary Public
Name of Acknowledger Types, Printed or Stamped

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

TLC Diversified, Inc.

X _____

Bidders Signature

Eric Macek, VP Pre-Construction

January 04, 2024

Date

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Pinellas County, FL by:

Eric Macek, VP Pre-Construction
(print individual's name and title)

for

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place e

entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

TLC Diversified, Inc.

X _____

(Signature)
Eric Macek, VP Pre-Construction

Sworn to and subscribed before me this 4th day of January, 2024

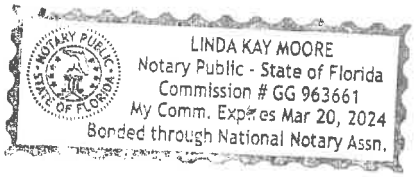
Personally known to me.

Notary Public – State of Florida

Linda Kay Moore

(Signature of Notary)
Linda Kay Moore

Notary Stamp:



UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Dalas Lamberson

DIRECTOR:

Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022
Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Thurston Lamberson	Chief Financial Officer and Treasurer
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

I-CGC041816

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CGC041816**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

I-CUC053963

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CUC053963**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD
IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/19/2023**

*** Please cut out license along lines**

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

Document Number	H51364
FEI/EIN Number	59-2513308
Date Filed	04/04/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, Deanna
2719 17TH STREET EAST
PALMETTO, FL 34221

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Document Images

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01/19/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, THURSTON

TLC DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC041816

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, THURSTON

T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC053963

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

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Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, DALAS HAMPTON

TLC DIVERSIFIED, INC.
2719 17TH ST EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC1534995

EXPIRATION DATE: AUGUST 31, 2024

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ISSUED: 11/20/2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MACEK, ERIC

TLC DIVERSIFIED, INC.
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC1225581

EXPIRATION DATE: AUGUST 31, 2024

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State of Florida
Department of State

I certify from the records of this office that TLC DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 17, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of April, 2023

Secretary of State

Tracking Number: 6440105647CC

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

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

QUALIFICATION SUBMITTAL FORM

STEP 1

PART A

If you are currently a pre-qualified construction contractor with FDOT in the applicable work type found in the Special Conditions Section, please check box and fill out OpenGov Fillable-Final and return with signed PART A and provide a bonding letter from surety indicating the maximum amount your company can bond for.

☐ I am Pre-qualified with FDOT in one or more of the work class(s) as referenced in the Special Conditions Section.

Signature by Contractor for PART A Only: N/A

Please print name and email address: N/A

If you are not pre-qualified with FDOT, please complete PART B and include all Qualification Forms.

PART B

The invitation to bid for this Project requires that this qualification submittal be included with the bid and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. If you are not currently pre-qualified with FDOT please provide the following documentation and include with Qualification Submittal Forms by Step One due date referenced in the Notice Section.

1. Provide a bonding letter from surety indicating the maximum amount your company can bond for.
2. Please complete and return the OpenGov Fillable-Final.
3. Provide your experience on Qualification Submittal Forms below outlining projects of a similar size and scope.
4. Provide a minimum of three reference letters from companies that you have performed projects of a similar size and scope.

If any of the above conditions are not met, your company will be disqualified from moving forward with Step Two.

WESTFIELD™

October 10, 2023

RE: TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221
(941) 722-0621

To Whom it May Concern:

Westfield Insurance Company serves as Surety for TLC Diversified, Inc. Westfield is A.M. Best Rated A XV with Federal Treasury listing of $125,138,000. We have a local office in Jacksonville, FL.

We consider TLC Diversified, Inc. to be a valued client and Westfield has written numerous Performance and Payment bonds for them since 2001. We are willing to consider providing bond credit for any single project up to $50 million with an aggregate program of $150 million. At this time, TLC Diversified, Inc. has $60 million of surety credit available.

We are in a position to provide bonding for any project TLC Diversified, Inc. requests of us. This is subject to acceptable contracts, financing and underwriting conditions which exist at that time. This letter is not an assumption of liability. It is issued only as a bonding reference for our respective client.

If any additional information is needed, please feel free to call (440) 829-4940.

Sincerely,

Erin Reddy

Erin Reddy
Surety Underwriter

Sworn to and subscribed before me this 10th day of October, 2023.

Notary Public State of Florida
My commission expires May 19, 2024

Holly B. Sheehan

Holly B. Sheehan

HOLLY B. SHEEHAN
MY COMMISSION # GG 949431
EXPIRES: May 19, 2024
Bonded Thru Notary Public Underwriters

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

Document Number	H51364
FEI/EIN Number	59-2513308
Date Filed	04/04/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, Deanna
2719 17TH STREET EAST
PALMETTO, FL 34221

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Florida Department of State, Division of Corporations

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TLC Diversified, Inc.

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2719 17th Street East

Requester's name and address (optional)

6 City, state, and ZIP code
Palmetto, FL 34221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-			-				

or

Employer identification number
5	9	-	2	5	1	3	3	0	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ Dalas Lamberson/President **Date** ▶ January 31, 2023

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*.

Purpose of Form

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

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

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

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

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): TLC Diversified, Inc.

Doing Business As (DBA) (if applicable): N/A

Mailing Address (as shown on W-9): 2719 17th Street East

City, State, Zip (as shown on W-9): Palmetto, FL 34221

Vendor Email (primary company email): dlamberson@tlcdiv.com

Remit to address (as shown on vendor invoice): 2719 17th Street East, Palmetto, FL 34221

Federal Tax ID (FEIN) #: 59-2513308

Vendor Contact Information

Contact Name: Dalas Lamberson/President

Phone Number: (941) 722-0621

Email Address: dlamberson@tlcdiv.com

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) N/A **%** N/A30 **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/* 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: X

Print Name: Eric Macek

Title: VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

CONTRACTOR REFERENCES

Company Name: TLC Diversified, Inc.

Business Address: 2719 17th Street East, Palmetto, FL 34221

Length of time the company has been in business: 38 Years

How long in present location: 22 Years

Total number of current employees: Full-Time: 103 **Part-Time:** 0

Number of employees you plan to use to service this contract: 10

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: Snell Isle Lift Station #11	**REFERENCE 2:** Master Lift Station No. 01
Company: City of St. Petersburg, FL	Company: Loxahatchee River Environmental Control District, FL
Address: 6161 Dr. Martin Luther King Jr. Street N.,Ste. 101 St. Petersburg, FL 33703 (Advanced Engineering)	Address: 2500 Jupiter Park Drive, Jupiter, FL 33458
Telephone: 727-526-9158	Telephone: 561-747-5700 ext. 4024
Contact Name: Justin Keller, P.E.	Contact Name: Kris Dean, P.E.
Contact Email: keller@aed-fl.com	Contact Email: kris.dean@lrecd.org
Company Email: keller@aed-fl.com	Company Email: kris.dean@lrecd.org
REFERENCE 3: Sanitary Sewer Pump Station Rehabs	**REFERENCE 4:** Pump Station #190 & Force Main Improvements
Company: Pinellas County, FL	Company: Pinellas County, FL
Address: Engineering/Tech Support: 14 S. Ft. Harrison St. Clearwater, FL 33756	Address: 100 Second Avenue South, Suite 105N St. Petersburg, FL 33701 (Kimley-Horn)
Telephone: 727-282-6240	Telephone: 727-498-2585
Contact Name: Tom Menke, P.E.	Contact Name: Shelby Hughes, P.E.
Contact Email: tmenke@co.pinellas.fl.us	Contact Email: shelby.hughes@kimley-horn.com
Company Email: tmenke@co.pinellas.fl.us	Company Email: shelby.hughes@kimley-horn.com

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

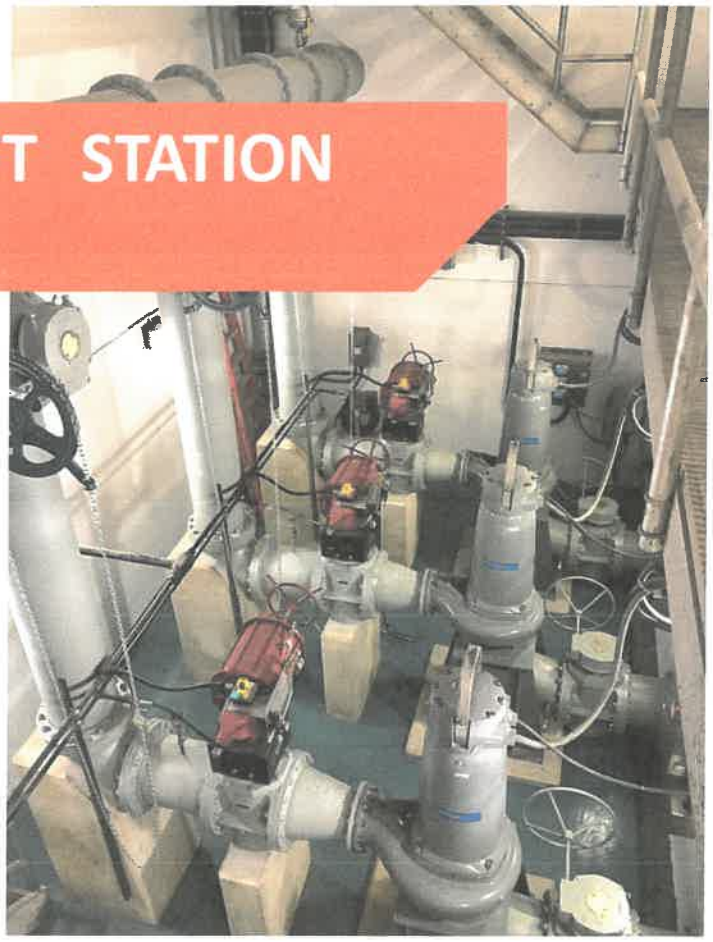
PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

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: TLC Diversified, Inc.

Phone Number: (941) 722-0621

Email: emacek@tlcdiv.com

Signature: X

Print Name: Eric Macek/VP of Pre-Construction

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

QUALIFICATION SUBMITTAL FORM

Applicable only for contractors who are not pre-qualified with FDOT. The invitation to bid for this Project requires that this qualification submittal be included with the bid and completed in its entirety.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL ON THE FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

TLC Diversified, Inc.

Project 1 (of similar type) Description

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We constructed a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100 kW ... See Attached Reference Sheet for Project 1901

Owner of Project - Contact Information

City of St. Petersburg, FL / Snell Isle Lift Station # 11
Name

Procurement & Supply Management: One 4th St. N., 5th Floor Procurement Dept., St. Petersburg, FL 33701
Address

Michael Schlesinger, CPPG-Sr. Procurement Analyst / (727) 893-7223 / michael.schlesinger@stpete.org
Telephone Number and Email Address:

Project Manager - Contact Information

Justin Keller, P.E. / Advanced Engineering
Name

6161 Dr. Martin Luther King Jr. Street North, Suite 101, St. Petersburg, FL 33703
Address

(727) 526-9158 / keller@aed-fl.com
Telephone Number and Email Address:

Project Award Amount: $1,678,985

Final Project Total Amount: $1,67,985

Design Professional/Engineer Estimate:	$ 1.04 Million	**Change Orders**	$ 0.00
Scheduled Completion Date	December 03, 2019		
Actual Completion Date	January 14, 2020		

SNELL ISLE LIFT STATION #11



SNELL ISLE LIFT STATION #11

ST. PETERSBURG, FL | PROJECT 1901

The project included construction of a new 12' diameter FRP wet well along with 40 lineal feet of new 12" gravity sewer piping 21 feet below grade. We construction a new sound/visual barrier wall, installed all new piping, new 33.5HP submersible pumps, new 100kW generator, all new electrical and controls. The work included all new landscaping, hardscaping, and elevated platforms for all new above grade equipment to get above the 100-year flood level.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Reliable Electric	Lithia, FL	Electrical
Exceletech Coatings	Clermont, FL	Coatings

PROJECT DATA

- Engineer: Advanced Engineering & Design
- Original Contract Amount: $1,678,985
- Net Change by Change Orders: $0
- Final Contract Amount: $1,678,985
- Notice to Proceed Date: April 8th, 2019
- Final Completion Date: January 14th, 2020

CONTACT

- Justin Keller, P.E.
- Advanced Engineering
- 727.526.9158
- keller@aed-fl.com

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 2 (of similar type) Description

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three (3) new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We ... See Attached Reference Sheet for Project 1811

Owner of Project - Contact Information

Loxahatchee River Environmental Control District, FL / Master Lift Station No. 01

Name

2500 Jupiter Park Drive, Jupiter, FL 33458

Address

Kris Dean, P.E., Deputy Executive Director / (561) 401-4024 / kris.dean@lrecd.org

Telephone Number and Email Address:

Project Manager - Contact Information

Kris Dean, P.E.

Name

2500 Jupiter Park Drive, Jupiter, FL 33458

Address

(561) 747-5700 ext. 4024 / kris.dean@lrecd.org

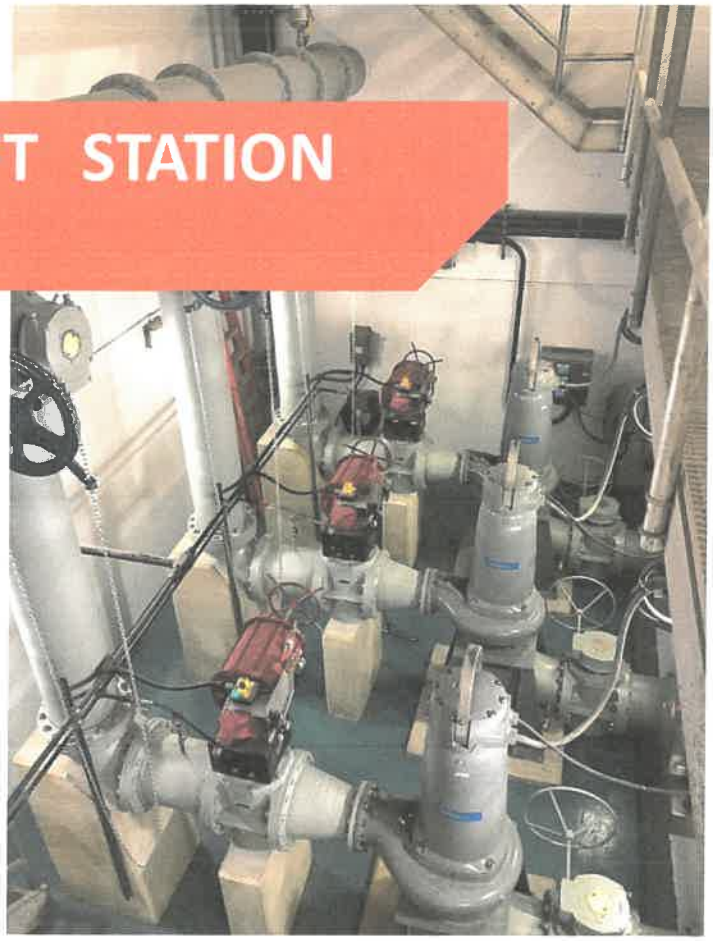
Telephone Number and Email Address:

Project Award Amount: $1,860,777.00

Final Project Total Amount: $1,903,370.22

Design Professional/Engineer Estimate:	$ 1.3 Million	**Change Orders**	$ 42,593.22
Scheduled Completion Date	July 23, 2019		
Actual Completion Date	July 23, 2019		

MASTER LIFT STATION NO. 01



MASTER LIFT STATION NO. 01

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, FL | PROJECT 1811

Project involved the removal and replacement of existing pumps, piping, electrical, concrete pedestals, coatings, and valves. We supplied and installed three new 110HP dry-pit, non-submersible pumps along with a new 20HP dry-pit sump pump. We furnished a new 350kW diesel driven backup generator as well as fuel piping/pumping system.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION		
Firm Name	**Firm Location**	**Role**
Powerline of South Florida	Jupiter, FL	Electrical
Prime Tech Coatings, Inc.	West Palm Beach, FL	Coatings

PROJECT DATA

- Engineer: Matthews Consulting
- Original Contract Amount: $1,860,777.00
- Net Change by Change Orders: $42,593.22
- Final Contract Amount: $1,903,370.22
- Notice to Proceed Date: July 23rd, 2018
- Final Completion Date: July 23rd, 2019

CONTACT

- Kris Dean, P.E.
- Loxahatchee River Environmental Control District
- 561.747.5700 ext. 4024
- kris.dean@lrecd.org

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 3 (of similar type) Description

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible ... See Attached Reference Sheet for Project 181301

Owner of Project - Contact Information

Pinellas County, FL / FY 2018-2021 Lift Station Rehabs

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

Thomas Menke, P.E. / (727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Manager- Contact Information

Tom Menke, P.E.

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

(727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Award Amount: $ 5.72 Million

Final Project Total Amount: $ 5.72 Million

Design Professional/Engineer Estimate:	$ 6 Million	**Change Orders**	$ 0.00
Scheduled Completion Date	October 22, 2018		
Actual Completion Date	October 22, 2021		

PINELLAS COUNTY SANITARY SEWER PUMP STATION REHABS



PINELLAS COUNTY FY2018-2021 LS REHABS

PINELLAS COUNTY, FL | PROJECT 181301

This project involved the complete rehabilitation of 33 existing sewage lift/pump stations across Pinellas County. The scope of work for many of the stations involved complete rehabs with all new electrical, I&C, valves, piping, coatings, control panels, submersible pumps and accessories, hardscaping, bypass pumping, and odor control systems. The pump packages varied in sizes;
4 ea – 88HP pump packages, 7 ea – 7.5HP pump packages
13 ea – 15.5HP pump packages, 9 ea – 5.5HP pump packages.
All pump packages had matching control panels.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Exceletech	Clermont, FL	Coatings
TPS, Inc.	Sarasota, FL	Electrical
DataFlow Solutions	Melbourne, FL	SCADA

PROJECT DATA

- Original Cost: $5.72 Million
- Total Cost: $5.72 Million
- Notice to Proceed: Oct. 22, 2018
- Final Completion: Oct. 28, 2021

CONTACT

- Tom Menke, P.E.
- Pinellas County - Project Manager
- 727.282.6240
- tmenke@co.pinellas.fl.us

QUALIFICATION SUBMITTAL FORM (continued)

Company Name: Please include below

TLC Diversified, Inc.

Project 4 (of similar type) Description

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, ... See Attached Reference Sheet for Project 190301

Owner of Project - Contact Information

Pinellas County, FL / Pump Station # 190

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

Thomas Menke, P.E. / (727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Manager- Contact Information

Tom Menke, P.E.

Name

Engineering/Tech Support: 14 S. Fort Harrison Avenue, Clearwater, FL 33756

Address

(727) 282-6240 / tmenke@co.pinellas.fl.us

Telephone Number and Email Address:

Project Award Amount: $1.79 Million

Final Project Total Amount: $1.85 Million

Design Professional/Engineer Estimate:	$ 1,704,025	**Change Orders**	$ 0.06 Million

Scheduled Completion Date October 28, 2020

Actual Completion Date October 28, 2020

PINELLAS PUMP STATION #190 & FORCE MAIN IMPROVEMENTS



PINELLAS PUMP STATION #190

PINELLAS COUNTY, FL | PROJECT 190301

This project involved the complete rehabilitation of an existing master sewage pump station as well as tie-ins and connections to an existing 10" and 16" forcemain. We provided all new switchgear, new 47HP submersible pumps, new coatings of existing wet well structure, a new 12" Dri-Prime High Head permanent/temporary bypass pump, relocation of existing odor control system, bypass pumping during entire upgrade process, new PVC fence, asphalt paving and site restoration.

PROJECT DATA

- Original Cost: $1.79 Million
- Total Cost: $1.85 Million
- Notice to Proceed: August 6, 2019
- Final Completion: Oct. 28, 2020

CONTACT

- Shelby Hughes, P.E.
- Kimley-Horn & Assoc. - Project Manager
- 727.498.2585
- Shelby.hughes@kimley-horn.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
C&T Contracting	Tampa, FL	Concrete
TPS, Inc.	Sarasota, FL	Electrical
USA Fence	Tampa, FL	Fence

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

February 24, 2020

Mr. Dalas Lamberson, Vice President
TLC Diversified, Inc.
2719 17th Street E.
Palmetto, FL 34221

RE: WRF Improvements, Phase 2
City of Key Colony Beach, Florida
Mittauer & Associates, Inc. Project No. 0604-10-1

Dear Mr. Lamberson:

We appreciate TLC Diversified team's efforts on the subject project. The project was a significant milestone for the City and has allowed them to remain compliant with their FDEP permit limits as well as address rehabilitation and/or replacement of components that had exceeded their service life. TLC Diversified was instrumental in the successful completion of this long-term project, and we appreciate their 'team-work' to achieve the various project goals.

TLC Diversified's field staff integrated well with the City's operations team, and collectively worked with them to make adjustments and address concerns raised during the course of construction. They were also very open with our staff and had good field communications that assisted our oversight efforts.

Again, thanks to the TLC Diversified team for their dedicated efforts on our project, and we look forward to working with your staff on future projects.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj

AECOM

July 07, 2014

TLC Diversified, Inc.
2719 17th St. East
Palmetto, FL 34221

Subject: Letter of Recommendation for Construction Services

To Whom It May Concern:

This letter is to inform you that AECOM, Inc. has worked with Thurston Lamberson and TLC Diversified, Inc. as a continuing contractor for Water and Wastewater projects and Design/Build Projects for several years. Mr. Lamberson and his staff were very professional throughout the duration of the projects and handled the delivery of the projects very well. Mr. Lamberson was always available to answer any questions and was quick to respond to any requests.

TLC Diversified, Inc. Employees produced Quality Work. Their Professionalism showed in all of their employees from Superintendents to the Field Laborers. Their in-house Engineering Department and Project Managers always showed a high degree of knowledge of construction, and were able to resolve any problems encountered.

TLC Diversified, Inc. provided qualified personnel with plenty of experience to complete the projects in a timely manner. Construction crews were well experienced and were able to address problems when they were encountered. I highly recommend TLC Diversified, Inc. for any construction projects. They are reliable, knowledgeable, and provide a quality finished product.

Sincerely,

Clay Woodburn, E.I.
Project Engineer
Environment

AECOM
150 North Orange Avenue
Orlando, FL 32801
T 407.843.6552
F 407.839.1789

CITY OF
Boca Raton

UTILITY SERVICES
1401 GLADES RD • BOCA RATON, FL 33431
PHONE (561) 338-7300
FAX (561) 338-7345
(FOR HEARING IMPAIRED) TDD (561) 367-7046
www.myboca.us

August 20th, 2020

Mr. Nitish Krishnan, Project Manager

TLC Diversified, Inc.

7233 Southern Blvd, Suite B-1

West Palm Beach, FL 33413

Re: Headworks Building Rehabilitation Project (City Project No. 71-14-009)

City of Boca Raton, Florida

Dear Mr. Krishnan,

We appreciate TLC Diversified team's efforts on the subject project. TLC Diversified was instrumental in the successful completion of this long-term project and we appreciate all efforts put towards achieving this goal.

TLC Diversified's field and project management staff integrated well with the City's staff, had open communication between each other which helped resolve any obstacles which arose during construction.

Again, thanks to the TLC Diversified team for their efforts on our project, and we look forward to working with your staff on future projects.

Brandon Tufts

Brandon M. Tufts | Utility Services Construction Manager
City of Boca Raton, Utility Services Department
1401 Glades Road • Boca Raton, FL 33431
C 561-239-0969 | P 561-338-7374 | btufts@myboca.us

QUALIFICATION SUBMITTAL FORM (continued)

Applicable only for contractors who are not pre-qualified with FDOT

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information			
Firm Name: TLC Diversified, Inc.			
Street Address: 2719 17th Street East	**City:** Palmetto	**State:** Florida	**ZIP:** 34221
Additional Info:			

Officer/Director Information			
Officer/Director/Member: Dalas Lamberson	**Title:** President	**DOB:** 09/28/1978	Upon Request
Notes:			
Officer/Director/Member: Mark Selph	**Title:** VP of Operations	**DOB:** 05/14/1971	Upon Request
Notes:			
Officer/Director/Member: Eric Macek	**Title:** VP of Pre-Construction	**DOB:** 01/04/1980	Upon Request
Notes:			
Officer/Director/Member: Robert LaChance	**Title:** Construction Manager	**DOB:** 05/28/1967	Upon Request
Notes:			
Officer/Director/Member DeAnna Justus	**Title:** Secretary	**DOB:** 12/04/1974	Upon Request
Notes:			
Additional Information: (On Vendor or Contract Requirements) Thurston Lamberson	CFO/Treasurer	02/12/1951	Upon Request

BID SUBMITTAL OFFICERS FORM

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

The Bidder further agrees to execute the Agreement within 10 calendar days after receipt of notice of award, and within the time frame of the Agreement.

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

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

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

TLC Diversified, Inc.
2719 17th Street East
Palmetto, FL 34221

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

PRESIDENT Dalas Lamberson (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

SECRETARY DeAnna Justus (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

TREASURER Thurston Lamberson (Printed Name) **ADDRESS:** 2719 17th Street East, Palmetto, FL 34221

QUALIFICATION FORMS – BID SUMMARY

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

TLC Diversified, Inc. By _____
Corporation Name Vice President of Pre-Construction/Eric Macek

CORPORATE SEAL

Dalas Lamberson/President
Thurston Lamberson/CFO Qualifying Agent

CGC041816 / CUC053963 / H51364
Contractor's Registration or Certificate No. issued by the State of Florida

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

Name N / A **ADDRESS:** N/A
Printed Name

Name N/A **ADDRESS:** N/A
Printed Name

Name N/A **ADDRESS:** N/A
Printed Name

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

N/A
Company Name

By: N/A
Name of Firm or Qualifying Agent
N/A
Contractor's Registration or Certification No. issued by the State of Florida

UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022





LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022
Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer	Offices
Dalas Lamberson	Chief Executive Officer and President
Thurston Lamberson	Chief Financial Officer and Treasurer
Deanna Justus	Secretary
Eric Macek	Vice President of Pre-Construction
Robert LaChance	Construction Manager
Mark Selph	Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Dalas Lamberson

DIRECTOR:

Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 4th Day of February, 2022

LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022
Notary Public: Lauren McGovern

INVITATION TO BID - CONSTRUCTION (ITB-C)

24-0073-ITB-C

SANITARY SEWER PUMP STATION REPAIR, REHABILITATION, AND IMPROVEMENT CONTRACT FOR FISCAL YEARS 2025-2028 (PID 000964A)

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: undefined

QUESTION SUBMISSION DEADLINE: undefined

PROPOSAL SUBMISSION DEADLINE: undefined, TBD

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

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

Pinellas County

INVITATION TO BID - CONSTRUCTION (ITB-C)

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement

Contract for Fiscal Years 2025-2028 (PID 000964A)

Table of Contents

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Attachments:

A - OpenGov Fillable- Final

B - E-Verify_Affidavit

C - SBE_FORM

D - Final Plans

E - APPENDIX 1-Permits

F - Sample Change Order

F - Technical Specifications

G - Sample Application for Payment

H - QUALIFICATION SUBMITTAL FORM

I - Sample Performance and Payment Bonds

J - Affdavit of Release and Guarantee

W - Florida Trench Safety Form

1. Notice

INVITATION TO BID

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

ITB - Construction 2-Step

24-0073-ITB-C

Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvement Contract for Fiscal Years 2025-2028 (PID 000964A)

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 FOR120 DAYS AFTER OPENING DATE.

PUBLIC MICROSOFT TEAMS MEETING - https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTk2ZDM5NzgtZmFiOS00ZWM1LTk1NjgtYWIxOWZiYzliMGQ4%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

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

Contract is a work order/unit priced based contract centered around all work required to rehabilitate existing Pinellas County Pump Stations. Work shall include, but not be limited to, new pumps, bases, piping, control panels, controls, remote, telemetry units, valves, vaults, hatches, concrete coatings, wiring and any other work that may be identified during preparation of work orders.

2.2. Background

The award of this contract is consistent with the Sanitary Sewer Pump Renewal and Replacement Program based on a twenty (20) year life cycle to rehabilitate all pump stations in Pinellas County Utilities inventory. This project is budgeted in the Sewer Enterprise Fund for fiscal years 2025 through 2028.

2.3. Contact Information

Michelle Jurek
Procurement Analyst
400 S. Ft. Harrison Ave. 6th Floor
Clearwater, FL 33756
Email: mjurek@co.pinellas.fl.us
Phone: (727) 464-4382

Department:
PUBLIC WORKS

2.4. Timeline

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FDOT: The Florida Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Than Normal Working Hours: The hours of 7:01 PM to 6:59 AM Monday through Friday and any time Saturday, Sunday, and Holidays. County holidays are as follows: New Year Day, January 1st, Martin Luther King Day, 3rd Monday in January, Memorial Day, Last Monday in May, Juneteenth, June 19th, Independence Day, July 4th, Labor Day, 1st Monday in September, Veterans Day, November 11th, Thanksgiving Day, 4th Thursday in November, Friday following Thanksgiving, and Christmas, December

25th. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the proceeding Monday or following Friday is also recognized as a holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the official holiday. If the holiday falls on a Sunday, the proceeding Monday is observed as the official holiday.

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

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

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

PC Std. Tech. Spec.: Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition at time of advertisement) shown on the Pinellas County website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Instructions & General Conditions for Submittals

4.1. INSTRUCTIONS & PROCEDURES

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

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

B. **SUBMITTAL METHOD & FORMAT**

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

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

    a. How do I convert my files to PDF format?

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

    c. Should I scan everything and save as PDF?

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

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

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

D. **INTEGRITY OF SOLICITATION DOCUMENTS**

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

E. **LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

2. Modifications in writing received prior to the time set for the submittal will be accepted.

F. **WITHDRAWAL OF SUBMITTAL**

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

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

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

H. **REJECTION OF SUBMISSION**

1. The County may reject a submittal if:

   a. The contractor incorrectly states or conceals any material fact in the solicitation.

   b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.

   c. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.

   d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.

   e. The County reserves the right to waive minor informalities or irregularities in any submittal.

I. **PUBLIC REVIEW AT OPENING**

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

J. **TABULATION INQUIRIES**

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

4.2. PRE-CONFERENCE

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

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

4.3. JOINT VENTURES

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

4.4. AWARD OF CONTRACT - ITB

A. The contract will be awarded to the lowest responsive, responsible bidder whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.

B. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the respondent qualifies their bid by specified limitations. See Rejection of Submission.

C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.

D. Prices quoted must be Free on Board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

E. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful respondent, will result in a binding contract without further action by either party.

4.5. PROTEST PROCEDURE

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

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

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

Requirements to protest.

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

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

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.".

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

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

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

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

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

"Review of director's decision."

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

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

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

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

4.6. ADA REQUIREMENT FOR PUBLIC NOTICES

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

4.7. ADDITIONAL REQUIREMENTS

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

4.8. COLLUSION

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

4.9. CONFLICT OF INTEREST

A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.

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

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

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

4.10. CONTRACT STANDARD TERMS & CONDITIONS

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

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

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

4.11. CONTRACTOR CAPABILITY / REFERENCES

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

4.12. CONTRACTOR LICENSE REQUIREMENT

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

4.13. CORPORATE REGISTRATION

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

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/ for this information on how to become registered.

4.14. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.

B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.

C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

4.15. E-VERIFY

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

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

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

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

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

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

4.16. EXCEPTIONS

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

4.17. INDEMNIFICATION

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

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

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

4.19. INSURANCE

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

4.20. LOBBYING

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

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

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity

affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

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

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

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

4.21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

4.22. NON-EXCLUSIVE CONTRACT

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

4.23. PROCUREMENT POLICY FOR RECYCLED MATERIALS

A. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

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

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

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

4.24. PROVISION FOR OTHER AGENCIES

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

4.25. PUBLIC EMERGENCIES

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

4.26. PUBLIC ENTITY CRIMES STATEMENT

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

4.27. PUBLIC RECORDS/TRADE SECRETS

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

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

A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;

B. That to the extent that the contractor with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;

C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

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

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

4.28. TRUTH IN NEGOTIATIONS

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

5. Special Conditions

5.1. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION REQUIREMENTS

A. It is the policy of the Board of County Commissioners (Board) that SBE qualified firms have the maximum opportunity to participate on County projects. In this regard, the contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBE qualified firms have the maximum opportunity to participate in this contract. Failure of the bidder to comply with SBE pre-award requirements may result in rejection of the bid. Failure of the contractor to perform contractual requirements of the SBE requirements pertaining to this contract may constitute a material breach of the contract and may result in contract termination

B. This section outlines the requirements for Small Business Enterprise (SBE) participation as outlined in Purchasing Procedures Section 14. An SBE is defined as a local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:

1. The business must serve a commercially useful function.
2. The business must be located in Pinellas, Hillsborough, Pasco, or Manatee Counties.
3. The company's total annual sales do not exceed the maximum 3-year average gross revenue of three 3 million dollars for businesses providing services or gross revenues not exceeding (8) million for construction service providers.
4. The number of employees of the company does not exceed the maximum 3-year average of 50 employees.

C. Information pertaining to SBE registration may be found at the Economic Development website: www.pced.org/page/sbe.

D. The Board has established an overall annual goal for the participation of SBE qualified firms in all construction contract awards of $100,000 or more. As subcontract awards by the successful bidder on this solicitation to SBE qualified firms are essential to the achievement of the Board's SBE goals, this specification includes requirements with which bidders must comply. Bidders must meet the goal as set forth below for participation of SBE qualified firms.

E. In connection with this solicitation and resulting contract, a goal of **(10%)** has been established for participation by SBE firms as subcontractors. The goal shall be applied to the full monetary value of the contract and shall be reflected in the monetary portion spent on subcontractors for consulting or construction services to be awarded to those SBE qualified firms meeting contract specifications.

F. Provisional reciprocity shall be granted to SBE firms that are principally domiciled in Pinellas, Pasco, Hillsborough, and Manatee Counties and have registered through that agency or municipality. SBE firms qualified by the State of Florida and located in the counties listed above will also be granted reciprocity.

G. In order to be considered for provisional certification and be counted toward the goal attainment, the contractor or subcontractor must be registered with the Pinellas County Department of Economic Development website www.pced.org/page/sbe.

H. The Subcontractors/Material Suppliers List (List) must be completed and submitted with your bid submittal. Refer to Appendix 7, SBE Compliance Form. The List must include the suppliers name, scope or type of work to be performed and dollar amount. The identification of all SBE firms to be utilized on the project must be shown on this List. This List is the basis for determining whether the bidder met the SBE goal attainment.

5.2. TWO-STEP QUALIFICATION PROCESS

This Invitation to Bid requires a Two-step process. All interested bidders must complete Step One: Qualification Submittal Forms (either Part A or Part B). Awards of bids for construction services with an engineering estimate in excess of $100,000 will only be made to:

- Bidders who have pre-qualified with the Florida Department of Transportation (FDOT) in prequalification work type of UNDERGROUND UTILITIES (WATER & SEWER)**,** in the amount that equals or exceeds their bid (complete Part A only),
- Bidders who have successfully provided all additional requested documentation (complete Part B only).

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

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

5.3. PRICING/PERIOD OF CONTRACT

Unit prices bid of listed items shall be held firm from the date the contract is signed by the Contractor until the project is completed and accepted by the Board of County Commissioners. Unless otherwise approved by the County, the Contractor shall commence Work under this Agreement with an adequate force and equipment within 15 consecutive calendar days after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than 1095 consecutive calendar days.

5.4. PRE-BID CONFERENCE:

Not applicable.

5.5. SITE VISIT:

Not Applicable.

5.6. PRE-COMMENCEMENT MEETING

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

5.7. 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.

5.8. CONTRACT SECURITY

A. The bidder shall provide a performance bond and a payment bond in the form prescribed in this solicitation, and each in the amount of 100% of the agreement amount, the costs of which are to be paid by the bidder. The bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed $500,000.00, the Surety Company:

    a. is licensed to do business in the State of Florida;

    b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;

    c. has twice the minimum surplus and capital required by the Florida insurance code at the time the invitation to bid is issued;

    d. is otherwise in compliance with the provisions of the Florida insurance code; and

e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

2. For contracts over $500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the surety company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the agreement.

3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within 5 calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

5.9. LICENSES, PERMITS, FEES AND TAXES

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

1. Impact Fees.

2. Inspection Fees.

3. Other permits or fees required by Pinellas County for the completion of the work, if applicable.

4. License fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida construction license. These are not Pinellas County Government fees, but the contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

5. The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees

to Pinellas County. The contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the work, shall be paid by the contractor.

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

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. STORAGE OF MATERIALS

Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.

5.17. 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.

5.18. 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.

5.19. CONTRACTORS AND SUBCONTRACTORS

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.

2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. Within 10 days after, the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor(s) and a summary description of the Work subcontracted. The Design Professional/Engineer/Project Manager shall be notified if there are any changes whatsoever to the subcontractors listed in the Proposal

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

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

A. All Work shall be done in accordance with the Contract Documents.

B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.

C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

E. Contractor's Supervision

1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.

2. Contractor's Superintendent:

    a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.

    b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.

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

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

    a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.

    b. The Worksite Traffic Supervisor shall be available on a 24 hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials

needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

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

2. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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

a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in

writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.

b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

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

5.21. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, Agreement Time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all Work is to be completed. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within 2 regular Work days after the

commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Contract Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.

D. If the Contractor complies with the 2 regular workdays notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Board an extension to the Contract Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Managers finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the board.

5.22. 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.

5.23. WEEKEND/HOLIDAY RATE

A. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of **$**100 (Sat & Sun) per man hour for each Saturday and Sunday, and **$**150per man hour for each holiday, on which the Contractor works.

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

5.24. LIQUIDATED DAMAGES

A. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not completed within the time specified.

B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**N/A for each Calendar Day after the Contract Time. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated

damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

5.25. PINELLAS COUNTY'S COMMITMENT TO SAFETY

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

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

5.26. CHANGES IN THE WORK

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

B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.

C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.

D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor

disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.

E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum 10% markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum 5% markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the 10% markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.

G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

5.27. 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.

5.28. MEASUREMENT AND PAYMENT

A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.

B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.

D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.

E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.

F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.

G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted

proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.

H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than $1,000.00 for earthwork items, or more than $100.00 for any other item.

I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials:

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

5.29. PAYMENTS TO CONTRACTOR

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than 30 days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.

D. Contractor shall submit 3 notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within 10 calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").

E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the

Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.

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

H. Invoices: See Section A General Conditions Payments/Invoices

5.30. ACCEPTANCE AND FINAL PAYMENT

A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.

B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.

C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).

D. Final Acceptance

1. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments

shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.

2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

E. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.

2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

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

5.31. 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.

5.32. 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.

5.33. 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.

5.34. SITE INVESTIGATION

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

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

C. The Contractor acknowledges that they have satisfied themself 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 themself 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 themself 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.

5.35. 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.

5.36. OTHER WORK

A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.

B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within 48 hours of being notified of the other Work. If the Contractor fails to send the above required 48 hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time/Job Order Completion Time or adjustment to the Agreement Amount/Job Order Amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

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

5.37. 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.

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

A. The materials, products and equipment described in the Contract Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Pinellas County Purchasing Department, by the question deadline on page 1. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the

substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of approval or disapproval of a proposed substitution shall be final.

C. If the Purchasing Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

5.39. SUBMITTALS AFTER AWARD

A. Schedule

1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within 10 days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.

2. For lump sum items within the Pricing Proposal Section, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.

3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County’s written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager’s written approval of same shall be a condition precedent to County's obligation to pay Contractor.

4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.

B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as

required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.

C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within 30 calendar days after notice of award is received by Contractor..

D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.

E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design

Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.

F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.

G. Shop Plans/Working Plans

1. 7 complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for review.

2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors. The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project

Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.

4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.

5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.

6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately 21 days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:

    a. Contractor submittals of alternative design features or modifications to the original design.

    b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

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

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

3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall

meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.

4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.

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

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

5.40. 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 36 months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

5.41. 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.

5.42. 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.

5.43. SURVEY AND LAYOUT

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

A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.

B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.

C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.

D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).

E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.

F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.

G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.

H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:

1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.

2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

5.44. 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 indicted 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.

5.45. 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.

5.46. LUMBER PRODUCED IN STATE OF FLORIDA

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

B. The following does not apply:

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

5.47. GUARANTEE OF WORK

All Work shall be guaranteed for 18 months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

5.48. WARRANTY

The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into a Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within 18 months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

6. Insurance Requirements

6.1. INSURANCE (General)

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

6.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at 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. 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.

7. Scope of Work

7.1. OBJECTIVE/JUSTIFICATION

The work includes furnishing all labor, tools, equipment, material, and performing all operations necessary to rehabilitate sanitary sewer pumping stations, as shown on the drawings and as specified, in order to return to service for an extended period of time without future repairs.

7.2. REQUIREMENTS

See specifications.

7.3. DELIVERABLES

See specifications.

8. Vendor Questionnaire

8.1. SUBMITTAL CHECKLIST

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your response.

A. Contractor Acceptance Form - Signature Page

B. Contractor References

C. ePayables Form

D. W-9 Form

E. E-Verify Affidavit (Notarized)

F. Current Certificate(s) of Insurance

G. Peformance and Payment Bond

For responses to ITB Construction 2-Step and ITB Construction JOC, the following are also required:

A. Bid Bond

B. SBE Compliance Form

C. Florida Trench Safety Act Form

Additional documentation may be requested by the County to ensure contract compliance.

8.1.1. CONTRACTOR ACCEPTANCE

Download the below documents, complete, and upload.

- Vendor.acceptance.5.31.2023...

8.1.2. Performance and Payment Bonds

Please confirm you understand that if you are the awarded vendor you will be required to provide the attached Performance and Payment Bonds prior to work commencing under this contract. Please see Attachments for bond forms.

☐ Please confirm

8.1.3. Bid Bond

Please upload your Bid Bond here.

*8.1.4. SBE Compliance Form**

Please upload your SBE Compliance Form. Please see Attachments for form.

*Response required

*8.1.5. PRICING PROPOSAL AND DELIVERY DAYS**

Pricing must be submitted within the #Pricing Proposal and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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.

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/ for this information on how to become registered.

*Response required

*8.1.6. Bid Submittal **

Please attach Bid documents.

Step 1 Submission must include Qualification Forms Part A or Part B. Please see Attachments for Qualification Forms.

Step 2 Submission must include Bid Summary/Pricing Proposal.

*Response required

9. Pricing Proposal

SANITARY SEWER ITEMS

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-1	Mobilization/ Demobilization (Max 3% of overall cost)	1	LS		
PS-2	Execution of General Requirements	10	EA		
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4	EA		
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4	EA		
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4	EA		
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2	EA		
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2	EA		
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2	EA		
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2	EA		
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2	EA		
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2	EA		
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2	EA		
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2	EA		
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2	EA		
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2	EA		
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2	EA		
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2	DAYS		
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2	DAYS		
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2	DAYS		
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2	DAYS		
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4	DAYS		
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4	DAYS		
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2	DAYS		
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2	DAYS		
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2	DAYS		
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1	EA		
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1	EA		
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1	EA		
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1	EA		
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1	EA		
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1	EA		
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1	EA		
PS-9A	Resilient Wedge Gate Valve (4" diameter)	3	EA		
PS-9B	Resilient Wedge Gate Valve (6" diameter)	3	EA		
PS-9C	Resilient Wedge Gate Valve (8" diameter)	1	EA		
PS-9D	Resilient Wedge Gate Valve (10" diameter)	1	EA		
PS-9E	Resilient Wedge Gate Valve (12" diameter)	1	EA		
PS-10A	Check Valve (4" diameter)	2	EA		
PS-10B	Check Valve (6" diameter)	2	EA		
PS-10C	Check Valve (8" diameter)	1	EA		
PS-10D	Check Valve 10" diameter	1	EA		
PS-10E	Check Valve 12" diameter	1	EA		
PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40	LF		
PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40	LF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40	LF		
PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20	LF		
PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20	LF		
PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100	LF		
PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100	LF		
PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30	LF		
PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20	LF		
PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20	LF		
PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200	LF		
PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200	LF		
PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30	LF		
PS-13D	Stainless Steel (316-Sch. 40) (Pipe 10" dia.)	20	LF		
PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20	LF		
PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60	EA		
PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40	EA		
PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20	EA		
PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20	EA		
PS-15	Furnish and Install Ductile Iron Fittings and Restraints	5,000	LBS		
PS-16	Furnish and Install Stainless Steel Fittings and Restraints	2,000	LBS		
PS-17	Furnish and Install Stainless Steel Pressure Gauge Connections	10	EA		
PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2	EA		
PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2	EA		
PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2	EA		
PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2	EA		
PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2	EA		
PS-19	Furnish and Install Bollards (Per Detail)	4	EA		
PS-20	Furnish and Install Wet Well - Concrete	50	CY		
PS-21	Furnish and Install Wet Well - Fiberglass	300	SF		
PS-22	Furnish and Install Manhole with Frame and Cover less than 12 Feet deep	24	VF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-23	Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep	24	VF		
PS-24	Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)	100	SF		
PS-25	Furnish and Install Wet Well Top Slab, Access Frame and Door (300 PSF Rated)	100	SF		
PS-26A	Valve Vault (Duplex) (6' x 6')	1	EA		
PS-26B	Valve Vault (Duplex) (7' x 7')	1	EA		
PS-26C	Valve Vault (Duplex) (7'-6" x 8')	1	EA		
PS-26D	Valve Vault (Duplex) (8'-6" x 9')	1	EA		
PS-26E	Valve Vault (Duplex) (9' x 10')	1	EA		
PS-27A	Valve Vault (Triplex) (6' x 7')	1	EA		
PS-27B	Valve Vault (Triplex) (7' x 8')	1	EA		
PS-27C	Valve Vault (Triplex) (7'-6" x 10')	1	EA		
PS-27D	Valve Vault (Triplex) (8'-6" x 11')	1	EA		
PS-27E	Valve Vault (Triplex) (9' x 12')	1	EA		
PS-28	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)	50	SF		
PS-29	Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)	50	SF		
PS-30	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)	50	SF		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-31	Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)	50	SF		
PS-32A	Inside PVC Drop Connection to Wet Well (4")	6	VF		
PS-32B	Inside PVC Drop Connection to Wet Well (6")	10	VF		
PS-32C	Inside PVC Drop Connection to Wet Well (8")	6	VF		
PS-32D	Inside PVC Drop Connection to Wet Well (10")	6	VF		
PS-32E	Inside PVC Drop Connection to Wet Well (12")	6	VF		
PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6	VF		
PS-33	Furnish and Install Fiberglass Liner With Top and Grout	500	SF		
PS-34	Install Epoxytec Epoxy Liner System	500	SF		
PS-35	Install Enviroline Epoxy Liner System	500	SF		
PS-38	Furnish and Install Wet Well Draw Tube	100	VF		
PS-39	Furnish, Install and Remove Temporary Sheeting	500	SF		
PS-40	Furnish and Install Permanent Sheeting	200	SF		
PS-41	Pavement Base & Base Restoration (6" Crushed Concrete)	100	SY		
PS-42	Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100	SY		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-43	Asphalt Surface Pavement 1" PC-3 ACSC	100	SY		
PS-44	Flowable Fill	6	CY		
PS-45	Shell Driveway Base, 6" Thick	20	SY		
PS-46	Furnish and Install Structural Concrete (4000 psi)	20	CY		
PS-47	Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150	SY		
PS-48	Pea Gravel Driveway	4	CY		
PS-49	Remove/Reconstruct Concrete Sidewalks	10	CY		
PS-50	Remove/Reconstruct Concrete Curb and Gutters	150	LF		
PS-51	Grass Restoration by Seeding	4	SY		
PS-52	Grass Restoration by Sodding	250	SY		
PS-53	Special Refill Materials - Crushed Stone	50	CY		
PS-54	Special Backfill Materials - Sand	20	CY		
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40	EA		
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20	EA		
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20	EA		
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20	EA		
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10 " Hole	20	EA		
PS-56A	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1	EA		
PS-56B	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA		
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1	EA		
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1	EA		
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1	EA		
PS-56F	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1	EA		
PS-56G	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1	EA		
PS-56H	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP VFD Option/cross line bypass option	1	EA		
PS-56J	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56K	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/coss line bypass option	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56L	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56M	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	1	EA		
PS-56N	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56P	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	1	EA		
PS-56R	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56S	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	1	EA		
PS-56T	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1	EA		
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1	EA		
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1	EA		
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1	EA		
PS-56Y	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56Z	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP VFD Option/cross line bypass option	1	EA		
PS-56AA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56AB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option	1	EA		
PS-56AC	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option	1	EA		
PS-56AD	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option	1	EA		
PS-56AE	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option	1	EA		
PS-56AF	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AG	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AH	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AJ	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1	EA		
PS-56AK	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-56AL	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1	EA		
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1	EA		
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1	EA		
PS-58A	Furnish and Install Level Sensors Greyline	5	EA		
PS-58B	Furnish and Install Level Sensors Bubbler	5	EA		
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5	EA		
PS-59	Furnish and Install Floats	10	SET		
PS-60	SCADA/RTU Panel Relocation	4	EA		
PS-61	Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel	2	EA		
PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2	EA		
PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2	EA		
PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2	EA		
PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2	EA		
PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3	EA		
PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3	EA		
PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2	EA		
PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2	EA		
PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2	EA		
PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2	EA		
PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2	EA		
PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2	EA		
PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2	EA		
PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2	EA		
PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-63	Furnish and Install Mix Flush Valve 3-23 HP	1	EA		
PS-64	Pump Preventative Maintenance Testing	2	EA		
PS-65	Furnish and Install Area Lighting on 10 Foot Pole	10	EA		
PS-66	Furnish and Install Area Lighting on Gooseneck	4	EA		
PS-67	Furnish and Install Short Pole Area Lighting	5	EA		
PS-68	Generator Electrical Work & Startup	1	EA		
PS-69A	Pump Discharge Connection (4")	1	EA		
PS-69B	Pump Discharge Connection (6")	1	EA		
PS-69C	Pump Discharge Connection (8")	1	EA		
PS-69D	Pump Discharge Connection (10")	1	EA		
PS-69E	Pump Discharge Connection (12")	1	EA		
PS-70	New Replacement S.S Pump Guide Rails-2 Inch	100	LF		
PS-71	New Replacement S.S Pump Guide Rails-3 Inch	25	LF		
PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5	EA		
PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4	EA		
PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4	EA		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2	EA		
PS-73	Furnish and Install PVC "P" Trap in Wet Well - 4 inch	5	EA		
PS-74	Furnish and Install PVC Vent in Wet Well	4	EA		
PS-75	Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve	4	EA		
PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8	EA		
PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4	EA		
PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2	EA		
PS-77	Furnish and Install Exterior Pump Out Connection Enclosure	5	EA		
PS-78	Relocate Existing Potable Water Service	4	EA		
PS-79	Clean and Paint Valve Vault Concrete and Piping	1	EA		
PS-80	Clean and Paint Valve Vault Concrete	2	EA		
PS-81	Clean Existing Wet Well and Dispose of Waste	19	EA		
PS-82	Wet Well Fillet Concrete	50	CF		
PS-83	Ballast Concrete	24	CY		
PS-85	Maintenance of Traffic	30,000	UNIT		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-86	Labor Rates Forman	99	HR		
PS-87	Labor Rates Skilled	100	HR		
PS-88	Labor Rates Welder with Equipment & Materials	6	DAY		
PS-89	Labor Rates Un-Skilled	100	HR		
PS-90	Labor Rates Electrician	100	HR		
PS-91	Labor Rates Electrician Helper	100	HR		
PS-92	Labor Rates Backhoe Operator	50	HR		
PS-93	Labor Rates Crane Truck Operator	50	HR		
PS-94	Labor Rates Dump Truck Driver	50	HR		
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20	DAY		
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20	DAY		
PS-97	Equipment Rental Trencher (40 HP)	8	DAY		
PS-98	Equipment Rental Generator (10 KW)	6	DAY		
PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6	DAY		
PS-100	Equipment Rental Trash Pump - 3"	6	DAY		
PS-101	Equipment Rental Diesel Pump - 6"	10	DAY		
PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8	HR		
PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8	HR		

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8	HR		
PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8	HR		
PS-106	Equipment Rental Light Tower with Generator	8	DAY		
PS-107	Equipment Rental Crane Truck (25 Ton or less)	6	DAY		
005-0900	As-Builts	10	EA		
TOTAL					

UNSPECIFIED ITEMS

Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
999-0000	Unspecified Work	726,000	EA	$1.00	
TOTAL					

10. Appendices

10.1. Appendix 1 - Permits

Please see #Attachments

10.2. APPENDIX 2 – SAMPLE CHANGE ORDER

Please see #Attachments for an example.

10.3. APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

Please see #Attachments for an example.

10.4. APPENDIX 7 - SBE COMPLIANCE FORM

Please see #Attachments for SBE Compliance Form.

AGENDA ITEM NO. H.10

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 19, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Discuss Workshops (Vice Mayor Vasquez)
BACKGROUND:	Commissioner Discussion Item
POLICY/PURPOSE:	Discuss Workshop Scheduling
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	Commissioner Discussion Item
FUNDING:	N/A
MOTION:	

ATTACHMENTS: