

DEVELOPER PIPELINE BID AND PAYMENT PROCESS (Amended/Updated November 23, 2015)

1. Pasco County Engineering Services Department Standard Construction Provisions

Upon County approval of the related Development Agreement (DA), amendments to the DA or other Board of County Commissioners (BCC) approved Agreement, all Developers who will be seeking compensation from the County (cash, transportation impact fee credits, etc., as provided under the County's Transportation Impact Fee Ordinance, Mobility Fee Ordinance or economic development agreement) for the infrastructure improvements to be performed pursuant to the DA, amendments to the DA or other BCC approved Agreement will be provided with a set of the County's Standard Construction Provisions for Developer Pipeline Projects. The Developer shall incorporate these provisions into any final bid document prepared for the project. (The County reserves the right to modify its sample bid document at its discretion.) The Pipeline Project shall be contracted for and awarded separately from the Developer's private construction projects.

2. Preparation of Bid Documents

- A. The Developer shall be responsible for ensuring that all technical specifications and special conditions necessary for the completion of the proposed project are incorporated into the bid document in addition to the County's conditions. If a governmental entity such as a Community Development District (CDD) will be performing the work as the Developer or for the Developer, the bid should reflect whether or not the governmental entity reserves the right to make direct purchases of materials (which may be sales tax exempt) and/or whether the bidders should or should not include sales tax in their pay items for materials in their bid proposals. If the direct purchases election is made, only the actual cost of the bid item absent the sales tax shall be eligible for reimbursement from the County.
- B. The Developer must include a complete list of pay items and quantities for pay items in the bid for completion by the successful contractor.
- C. The Developer must also include pay items and quantities for the County's portion of the work (that portion of work for which a credit will be sought).
 - (1) If County Design Plans are being used, the County will provide pay items and quantities.
 - (2) If the Developer is doing the design, the Developer or the Developer's engineer will be responsible for identifying the items and quantities specific to the County-specified work.
 - (3) At the time of submission of the bid document to the County for its review, the Developer or the Developer's design engineer must certify that the County portion of the pay items does not include any site-related work for the Developer.
- D. Prior to advertisement, the Developer must submit six (6) paper copies of the finalized bid document for review to the County's Engineering Services Department at the following address:

Engineering Services Department
Program Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654

NOTE: This contact information should be used for all deliverables required under these guidelines.

The County will have five (5) business days from receipt of the package to review and approve the pay items for the County's portion of the work and to confirm that the County's standard contract provisions are included. If the County objects to any part of the bid, the Developer shall address the objections to the County's satisfaction before advertising the project. If no objections are received from the County by the end of this time period, the Developer can proceed with advertising the project.

- E. The Developer must coordinate the date and time of the prebid meeting and bid opening with the County's Engineering Services Department.
- F. A complete bid document, including all technical specifications, plans, etc., must be available for prospective bidders on the date of the bid advertisement.

3. Public Advertisement

The Developer must advertise the project at least once in a newspaper of general circulation in Pasco County (such as the Tampa Bay Time or Tampa Tribune) for those projects with a projected cost of \$200,000 or less at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any prescheduled pre-bid conference. For those projects projected to cost at least \$500,000 or more, the project must be advertised at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any prescheduled pre-bid conference.

In addition, the Developer also has the discretion to advertise in any other trade publication or trade resource of its choice or to use such other electronic sources or means to reach potential bidders.

4. Contents of Legal Ad

- A. The bid opening date, as well as the date, time, and location of any mandatory or nonmandatory pre-bid meeting, will be determined by the Developer. This information must be included in the legal ad. The Developer is responsible, however, for coordinating the bid opening date with the County's Engineering Services Department prior to posting the advertisements and for providing the County with a copy of the newspaper ad utilized.

- See the sample advertisement form included in the County's standard contract package.

- B. The bidder should be directed to send all sealed bid proposals to a designated location. Upon prior notice to the County, the Developer has the option of having the proposals directed to the County at the following address:

Purchasing Department
West Pasco Government Complex
8919 Government Drive
New Port Richey, FL 34654

5. Developer Responsibilities During Bid Process

- A. The Developer and/or their design engineering firm is responsible for answering any questions received from interested bidders and for ensuring that a copy of the responses provided are circulated to all potential bidders who purchased a set of the bid documents prior to the bid opening date. A copy of any bid addendums or Requests for Information should also be provided to the County at the time such addendums are issued to the Bidders.
- B. The Developer will also be responsible for handling the prebid meeting. The County shall be notified in advance of any pre-bid meeting and reserves the right to have a representative present.

6. Bid Opening and Post Bid Developer Obligations

- A. The Developer shall open the bids at the date, time, and location designated in the legal ad in the presence of a County representative.
- B. The Developer is responsible for reviewing the bids and determining the lowest, responsive, responsible bid. A copy of the ranking (and at the County's request a copy of the proposals) shall be provided to the County prior to the Developer's award of the contract.
- C. The County shall have fifteen (15) business days for review of the proposed final contract and to provide a statement of objection or no objection. The Developer shall also require the proposed contractor to submit the insurance information specified in the County's standard contract provisions to the County's Engineering Services Department for approval by the County at least seven (7) days prior to execution of the construction contract and before a Notice to Proceed (NTP) is issued by the Developer. If the County objects to any part of the contract or insurance, the Developer shall address the objections to the County's satisfaction before awarding the contract.
- D. If the County issues a statement of no objection, the Developer may proceed to award the contract for the project and shall execute a formal, written agreement containing the specific terms and conditions of the construction, as set forth in the approved contract documents and in the format previously accepted by the County.
- E. Prior to the issuance of the NTP and commencement of construction, the Developer shall require the contractor to submit a copy of the fully executed contract and the Performance Bond required for the project to the County's Engineering Services Department to confirm compliance with the provisions in the County's Standard Construction Provisions for Developer Pipeline Projects. The Performance Bond shall, at the minimum, be in an amount equal to one hundred (100) percent of the contract amount. These documents will be circulated to the Engineering Inspections Division and the County Attorney's office for review. The County will have seven (7) business

days to review the documents. If the County objects to any part of the bonds, the Developer shall address the objections to the County's satisfaction before issuing a NTP to its contractor.

- F. During the course of the project, the Developer shall also be obligated to provide the County with any amendments, supplements to the agreement, or change orders prior to execution by the Developer and its contractor and prior to commencement of the work involved.
- G. The County reserves their right to access the site and observe and comment on the work during the construction period.
- H. Upon completion of the project qualifying for reimbursement or credits as defined in a DA, DA Amendment, Master Planned Unit Development (MPUD) Amendment and/or other BCC approved Agreements and prior to final acceptance by the County of the work specified for the project, the Developer shall be required to provide the Warranty/Maintenance Guarantee to the County as required in the project related DA, DA Amendment, MPUD Amendment and/or other BCC approved Agreements or the County's Land Development Code, whichever is stricter.
- I. As a condition of final acceptance of the project by the County and final reimbursement or issuance of credits to the Developer for the construction portion of the project, the following items must be provided in a format acceptable to the County:
 - (1) All deeds and easements, including, but not limited to, deeds for rights-of-way or ponds, drainage easements, slope easements, ingress/egress easements or any other property interest required for the County to own or control the road, the right-of-way identified in the approved construction plans as well as all structures and features (including, but not limited to, such items as retaining walls, drainage structures, etc.) which serve or support the road and the right-of-way required to be conveyed by the Developer and/or other fee owner. The required conveyances referred to under this section shall also include any other conveyances required by a DA, DA Amendment, MPUD and/or other BCC approved Agreements. The Developer or other fee owner must submit the conveyance documents(s) required to the Real Estate Division for review and submittal to the BCC for acceptance and recording. The County will reduce the amount of reimbursement or credits due by the amount of the recording fees incurred.
 - (2) Evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to a CDD or Homeowners' Association. The O&M may be transferred to the County only for projects wherein the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.
 - (3) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.
 - (4) An Engineer's Certificate of Completion from the Developer's engineer, as-builts, test reports, and any Warranty/Maintenance Guarantee required

for the qualifying project from the Developer under a DA, DA Amendment, MPUD and/or other BCC approved Agreements or the County's Land Development Code, whichever is stricter.

7. Post Design/Post Construction Invoicing for Credits, Cash Reimbursement, or Other

- A. If the Developer seeks transportation impact or mobility fee credits, cash reimbursement, or other for the design, right-of-way, and/or construction work performed, the Developer shall prepare and submit two (2) complete sets of the following documentation to the County's Engineering Services Department:
- (1) Cover sheet signed by all applicable parties with the amount of the transportation impact fee credits, cash reimbursement, or other requested for disbursement by the County.
 - (2) Summary sheet of all invoices, attached by vendor, with a cumulative total.
 - (3) All backup invoices with proof of payment (copies of all canceled checks, affidavits and/ or check registries) attached to each invoice and any other documentation required as part of the bid and/or contract documents.
 - (4) Copies of vendor agreements for the design, environmental issues, construction engineering and inspection services, construction management, etc., that are the subject of the request for impact fee credits, cash reimbursement, or other.
 - (5) The County reserves the right to request the above information in electronic format.
- B. Upon receipt of all documentation described above, County staff will have up to four (4) weeks to review and contact the Developer with a response. If there are no revisions or supplemental information required by the Developer, the County's Engineering Services Department will obtain the required signatures (the Assistant County Administrator for the Development Services Branch and the Budget Director for the Office of Management and Budget) and transmit the documentation to the Financial Services Department for establishment of the Developer's account and/or payment. If the Developer must prepare revisions to the documentation or provide supplemental information, up to four (4) additional weeks will be required to review this information before obtaining the required signatures and transmittal to the Financial Services Department. Further requests for additional information will require additional time for review by the County's Engineering Services Department.
- C. Five (5) percent of the total of each invoice received from the Developer for cash or credit shall be retained by the County and shall be disbursed or credited as part of the final payment due for the project. Final payment will be specifically conditioned upon the Developer's compliance with all the items specified in Section 6.1.

8. Compliance with Developer Pipeline Bid and Payment Process

A Developer's failure to comply with the provisions as outlined herein may be considered by the County as a breach of the underlying DA, DA Amendment, MPUD and/or other BCC approved Agreements and may impact the eligibility of the work performed for compensation from the County.