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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, December 12, 2016
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **60th Anniversary Update**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the following City Commission meetings: September 20, 2016 regular meeting; October 11, 2016 workshop; October 11, 2016 regular meeting; October 25, 2016 regular meeting; and November 1, 2016 Executive Session.**

- b. Authorization to approve a special event application and street closure for Pieces of Eighth Block Parties scheduled for January 21, May 13, and October 14, 2017.**
- c. Authorization to approve special event application and street closure for the St. Pete Beach Classic for January 15-17, 2017. Closures, as indicated on SPB Classic race routes, would be in effect on January 16th and 17th from 6am – 10am.**
- d. Authorize the City Manager to execute four change orders to the existing agreement with Wharton-Smith, Inc. for a total of \$10,687.82 for Pump Station #3.**
- e. Authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$15,918.75 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.**
- f. Authorize the City Manager to sign a Grant Agreement with the Florida Department of Environmental Protection Division of Water Restoration Assistance to provide \$500,000 in financial assistance for the Blind Pass Road Stormwater Redesign and Roadway Reconstruction Project.**
- g. Authorize the City Manager to prequalify Ajax Paving Industries of Florida, LLC, Gibbs & Register, Inc., Pepper Contracting Services, Inc., Gator Grading and Paving, Inc., and David Nelson Construction Company to provide General Contractor services for the Blind Pass Road Reconstruction project.**
- h. Approval of payment to Pinellas County Supervisor of Elections in the amount of \$10,380.12 to conduct the March 14, 2017 municipal election.**

5. Action Items

- a. Authorize the City Manager to enter into a purchase agreement with Alto Construction Company, Inc. in the amount of \$33,192.50 for the 37th Avenue Pavement Repairs**
- b. Authorize the City Manager to enter into a purchase agreement with Everglades Farm Equipment in the amount of \$34,912.00 for the purchase of a John Deere mini-excavator.**
- c. Authorize the City Manager enter into an Agreement for Professional Services with Cribb Philbeck Weaver Group, Inc. (CPWG) in an amount not to exceed**

\$5,600,000 (through FY18) to Piggyback an existing contract between CPWG and the City of Indian Rocks Beach for the undergrounding of public utilities on Gulf Boulevard.

- d. Authorize the City Manager to enter into a purchase agreement with Hinterland Group, Inc. in the amount of \$416,050 for the Wastewater Lift Station Numbers 8 and 16 Project.**
- e. Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.**
- f. Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Point Repairs, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.**
- g. Authorize the City Manager to enter into a unit price purchasing agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.**
- h. Reallocation of General Fund Expenditures**
- i. City Clerk Compensation**

6. Ordinances

- a. Ordinance 2016-22, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the general fund for fiscal year ending September 30, 2016; providing for funding and providing for an effective date.**
- b. Ordinance 2016-25, First Reading, Temporary Moratorium for Medical Marijuana Dispensaries**

7. Resolutions – No items submitted at this time.

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

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

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

11. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides 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. The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

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

City of St. Pete Beach 60th Anniversary Event Schedule



Mark your calendars! The City is turning 60 in 2017 and we are celebrating our way through the decades.

JANUARY 8, 1-4pm

Celebrate Elvis's birthday with a 50's Sock Hop the Community Center, 7701 Boca Ciega Dr.

MARCH 4, 9am-4pm

Rocking our way to the 60's at the annual Island Festival at the Gulf Beaches Historical Museum in PAG, 115 10th Ave.

MAY 6, 11am-5pm

Salute our Veterans 70's style in partnership with the Veterans of South Pinellas at Horan Park, 7701 Boca Ciega Dr.

JULY 9 , 11am-1pm

Happy 60th Birthday! We will celebrate 60 years at with a champagne brunch at the Don Cesar Hotel, 3400 Gulf Blvd.

OCTOBER 6, 7-9pm

Get jiggy with it at our 90's kick-off concert for the Friday Night October Concert Series in Horan Park, 7701 Boca Ciega Dr.

DECEMBER 1, 6-8pm

Our year-long celebration comes to an end at Winter Festival and Boat Parade Viewing Party in Horan Park, 7701 Boca Ciega Dr.



**St. Pete Beach Community Center
7701 Boca Ciega Dr.
727-363-9245 www.spbrec.com**

CITY COMMISSION MEETING

MINUTES

SEPTEMBER 20, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Services Director
Elaine Edmunds, Administrative Services Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director

1. Presentations

- a. Cookie Kennedy, Representative to the Metropolitan Planning Organization

Item 1(a) was continued to the October 11, 2016 meeting.

2. Changes to the Agenda

City Manager Saunders requested to withdraw Items 6(e), (f), (g), (h) and (i) at the applicant's request and to continue Item 7(a) to the next meeting.

3. Audience Comments

Bill Pyle, Sunset Way, commented on infrastructure studies in connection with a project proposed by The Tradewinds called "Sugar Sands."

Doug Izzo, Chamber of Commerce, commented that he attended the Pinellas County Delegation Meeting in regard to stormwater overflow.

4. Ordinances

- a. Ordinance 2016-17, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida adopting a final millage rate for the fiscal year ending September 30, 2017, providing for funding and providing for an effective date.

City Manager Saunders commented that the final reading of Ordinance 2016-17 will establish the millage rate of 3.1500 for Fiscal Year 2017.

Commissioner Finnerty moved to approve Item 4(a), Ordinance 2016-17, upon final reading, an ordinance of the City of St. Pete Beach, Florida adopting a final millage rate for the Fiscal Year ending September 30, 2017; providing for an effective date.

THE CITY OF ST. PETE BEACH, FLORIDA, DOES ORDAIN:

Section 1. That a millage levy of 3.1500 general and operative levy is hereby fixed and adopted for the fiscal year of the City ending on September 30, 2017 and shall be placed upon the total taxable assessed valuation of property of any kind liable for and subject to taxation by the City of St. Pete Beach, Florida, including real and personal property, lying within the City of St. Pete Beach, Florida.

Section 2. Said monies as raised by the levy of 3.1500 mills, estimated at \$7,762,445 shall be used for the general operation of the City of St. Pete Beach including, but not limited to, salaries, insurance and energy costs and transfers for capital projects for the aforementioned fiscal period.

Section 3. The fiscal year 2017 operating millage rate of 3.1500 mills is higher than the rolled-back rate of 2.9416 mills by 7.08%.

Section 4. That a certified copy of this ordinance shall be forwarded to the Property Appraiser of Pinellas County, Florida, together with a request that the aforementioned levies be made by her office on behalf of the City of St. Pete Beach for the Fiscal Year 2016-2017.

Section 5. This ordinance shall become effective immediately upon its final passage.

The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Karen Strykowski, Blind Pass Road, commented on redevelopment, pension plan negotiations, commission priorities, and lawsuits.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-18, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida adopting a budget for the fiscal year ending September 30, 2017, providing appropriations; providing for an effective date.

Discussion was held in regard to allocating monies for a fire rescue boat and it was the consensus of the Commission to hold additional discussion for consideration once an Interlocal agreement was approved.

Commissioner Friszolowski moved to approve Item 4(b), Ordinance 2016-18, upon final reading, adopting a budget for the Fiscal Year ending September 30, 2017; providing appropriations; providing for an effective date. The motion was seconded by Commissioner Pletcher.

Mayor Schechner called for audience comments.

Karen Strykowski, Blind Pass Road, spoke in opposition to the rescue vessel until additional details are obtained.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Ordinance 2016-16, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of "Appendix A – Fee Schedule" of the Code of Ordinances implementing an 8.25% increase in wastewater fees; providing for severability providing for repeal of ordinances or parts of ordinances in conflict herewith to the extent of such conflict; and providing for an effective date.

Mr. Saunders explained the proposed ordinance will provide for adequate funding and reserves in the City's wastewater budget necessary to upgrade the overall system.

Commissioner Friszolowski moved to approve Item 4(c), Ordinance 2016-16, upon final reading, an ordinance of the City of St. Pete Beach, Florida, providing for an amendment of Appendix A, Fee Schedule, of the Code of Ordinances, implementing an 8.25% increase in wastewater fees; providing for severability; providing for repeal of ordinances or parts of ordinances in conflict herewith to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Consent

- a. Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Drive. Closures would be in effect on Saturday, October 8, 2016, from 12:00 p.m. to 9:00 p.m.
- b. Authorize the City Manager to enter into a purchase agreement with Miller Recreation and Design, Inc. in the amount of \$20,992.00 for the purchase and installation of replacement equipment at the Vina del Mar playground.

City Manager Saunders explained Consent Items 5(a) and (b) and recommended approval as presented.

Commissioner Finnerty moved to approve Consent Items 5(a) and (b) as presented. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Action Items

- a. Class Action Lawsuit with Halliburton and Transocean

City Attorney Dickman recommended following the advice of special counsel in regard to the BP Oil spill to seek damages outside of the class-action lawsuit.

Commissioner Pletcher moved to approve Item 6(a), to authorize the City Manager and/or Mayor to execute the "Opt Out" form associated with the Halliburton and Transocean settlements. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Approval of a Memorandum of Agreement to accept Article 24, Pay Plan of the Communication Workers' of America CBA for FY17 and FY18

Commissioner Finnerty moved to approve Item 6(b), to approve the Memorandum of Agreement to accept Article 24, Pay Plan of the Communication Workers' of America, Collective Bargaining Agreement, for Fiscal Years 2017 and 2018. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to enter into a purchase agreement with Taborelli Construction, Inc., (TBI), for \$78,510.41 for Upham Beach Deck Repairs.

Item 6(c) is included in the current budget.

Vice Mayor Falkenstein moved to approve Item 6(c), to authorize the City Manager to enter into a purchase agreement with Taborelli Construction, Inc., (TBI), for \$78,510.41 for Upham Beach Deck repairs. The motion was seconded by Commissioner Finnerty.

Mayor Schechner called for audience comments.

An unidentified speaker commented on the deck near Silver Sands Condominiums.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to sign an Addendum to the Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (approved on February 24, 2015) in the amount of \$53,900.00 to perform additional engineering and consulting services associated with the ongoing citywide waste water Inflow & Infiltration (I&I) Study.

City Manager Saunders noted that the additional work was required due to the results of the capacity analysis report.

Mayor Schechner noted that Page 54, line three, states that the City's current system was constructed in 1956 and 1957 and consists of approximate 38 miles of gravity sewer, 17 lift stations and approximately 826 manholes.

Commissioner Pletcher moved to approve Item 6(d), to authorize the City Manager to sign an addendum to the Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (approved on February 24, 2015) in the amount of \$53,900.00 to perform additional engineering and consulting services associated with the ongoing City-wide wastewater Inflow & Infiltration (I&I) Study. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Conditional Use 2016-0031, authorization for a Tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.

Item 6(e) was withdrawn at the request of the applicant.

- f. Conditional Use 2016-0032, authorization for a Tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.

Item 6(f) was withdrawn at the request of the applicant.

- g. Conditional Use 2016-0033, authorization for a Tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.

Item 6(g) was withdrawn at the request of the applicant.

- h. Conditional Use 2016-0034, authorization for a Tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.

Item 6(h) was withdrawn at the request of the applicant.

- i. Conditional Use 2016-0035, authorization for a Tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.

Item 6(i) was withdrawn at the request of the applicant.

7. Ordinances

- a. Ordinance 2016-15, First Reading and Public Hearing amending the Land Development Code regarding accessory structures for commercial uses (beach concession huts).

Commissioner Friszolowski moved to continue Item 7(a), Ordinance 2016-15, to date certain of October 11, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

8. Resolutions

- a. Resolution 2016-07, a resolution for the City of St. Pete Beach relating to the permitting and regulation of weddings held on city beach areas; providing for specific rules and regulations; and providing for an application procedure.

Jennifer McMahon, Recreation Director, explained that the policy outlines specific regulations in regard to weddings on the beach and provides to the Sheriff's Office the ability to enforce the regulations.

Commissioner Pletcher moved to approve Item 8(a), Resolution 2016-07, a resolution of the City of St. Pete Beach, Pinellas County, Florida, relating to the permitting and regulation of weddings held on city beach areas; providing for specific rules and regulations; and providing for an application procedure. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Brandon Wheeler, St. Pete Beach, wedding planner, spoke in opposition to the fees.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was approved by an individual roll call vote of 4-1, with Mayor Schechner voting "no."

- b. Resolution 2016-15: A resolution of the City of St. Pete Beach relating to the present status of the City's sanitary sewer system; establishing temporary sanitary sewer policies.

City Manager Saunders noted that the proposed resolution provides for a policy on processing applications for new development and redevelopment while the City upgrades the sanitary sewer system. The policy will allow for staff to approve a permit for a project if it does not increase flow into the system.

Commissioner Friszolowski moved to approve Item 8(b), Resolution 2016-15, a resolution of the City of St. Pete Beach, Pinellas County, Florida, relating to the present status of the City's sanitary sewer system; establishing temporary sanitary sewer policies; providing instructions to the city administration; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Robert Czyszczon, Gulf Boulevard, spoke in support of allowing hotels to redevelop and compared sewer usage in residential development to hotel development.

City Manager Saunders requested the resolution reflect the correct paragraph numbers.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

9. Items for Discussion

Vice Mayor Falkenstein requested an update in regard to parking meter fees.

10. Audience Comments 2

An unidentified speaker discussed astrological events.

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

City Clerk Haynes reported on the following item:

- A representative from the Pinellas County Supervisor of Elections Office attended the yard sale held at the Community Center to register residents to vote and provided election deadline dates.

City Manager Saunders reported on the following items:

- Southwest Florida Water Management District approved \$2 million grant funding for Phase II of the Pass-a-Grille Way reconstruction project.
- Reclaimed water grant was increased to 47% for the same project.
- Scheduled a workshop for 4:00 p.m. on October 11th to discuss stormwater system and Pinellas Suncoast Transit Authority (PSTA) bus system.

City Attorney Dickman reported on the following item:

- Provided an update on the City's appellate bond waiver.

Commissioner Finnerty reported on the following items:

- Update on the Beach Theatre.
- Update on the East Corey Avenue property.
- Update on Jackie's Bistro property.
- Lighting along Corey Avenue.

Commissioner Pletcher reported on the following items:

- The 2016 Chowder Challenge is cancelled.

- Pass-a-Grille form-based code meeting is scheduled for October 13th at the Don Vista Cultural Arts Center from 6:00 p.m. to 7:30 p.m.

Vice Mayor Falkenstein reported on the following items:

- The Annual Volkswagen Show is scheduled for October 2nd along 9th Avenue from 9:00 a.m. to 5:00 p.m.
- The October Concert Series begins October 7th in Horan Park.
- The Trolley service is using old buses.

Commissioner Friszolowski reported on the following items:

- Belle Vista Civic Association will meet at 6:30 p.m. on October 13th at Bill Corrotto Park.
- Lido Beach Civic Association will meet at 6:00 p.m. on October 20th at the Lido Park.
- The history of the reclaimed water system.
- Update on the sewer system agreement with the City of St. Petersburg and the closing of Albert Whitted sewer plant.

Mayor Schechner reported on the following items:

- Reclaimed waterlines at 46th Avenue.
- Ribbon cutting ceremony at Majesty Title.
- Visited many businesses and received very positive responses.

12. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - WORKSHOP

MINUTES

OCTOBER 11, 2016

4:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director

1. Pinellas Suncoast Transit Authority (PSTA) – Bus Rapid Transit (BRT) Proposal

Wayne Saunders, City Manager, introduced the representatives from PSTA.

Brad Miller, Chief Executive Officer of PSTA, provided an overview of PSTA services and the proposed Central Avenue BRT project.

Mr. Miller introduced PSTA Board Members, elected officials and staff members of PSTA.

The following PSTA representatives spoke in support of the BRT proposal:

- Heather Solis, Senior Planner

- Darden Rice, Committee Chairperson
- Mark Deighton, Board of Directors
- Joe Barkley, Committee Chair
- Bill Jonson, Board of Directors

Mayor Schechner called for audience comments.

The following individuals spoke in opposition to increased bus transit services:

- Al Johnson, Blind Pass Road
- John Michael, Bay Street
- Eileen Gunther, 10th Avenue
- Carol Vallie, Bat's Taxi
- Robert Czyszczonek, Gulf Boulevard
- Jerry Vallie, Bat's Taxi

Commission discussion concluded with Mayor Schechner thanking the PSTA representatives for their presentation and assured the representatives that the City will remain open to further discussion.

2. Sign Ordinance Discussion

City Manager Saunders requested Commission direction in regard to signage; in particular, electronic message board and political sign regulations.

Mayor Schechner called for audience comments.

Doug Izzo, Tampa Bay Beaches Chamber of Commerce, spoke in support of electronic message board signs.

John Michael, Bay Street, commented about the sign procedures.

Robert Czyszczonek, Gulf Boulevard, spoke in support of electronic message board signs in certain areas.

Commissioners were in agreement to prohibit electronic message board signs in residential and historic districts and along Corey Avenue.

3. Other Items

There were no additional items presented.

4. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:45 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

OCTOBER 11, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director

1. Presentations

- a. Presentation by Cookie Kennedy, Metropolitan Planning Organization

Cookie Kennedy, Metropolitan Planning Organization representative, updated the Commission on current activities of the organization including beach access, beach nourishment and water transit. Ms. Kennedy requested Commission support on re-appointing her to the Board.

2. Changes to the Agenda

Vice Mayor Falkenstein requested to pull Item 4(c) and speak on the matter separately.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Approval of the minutes from the following City Commission meetings: September 6, 2016 Special Meeting and September 13, 2016 Regular Meeting.
- b. Authorize payment of the annual software maintenance contract with Tyler Technologies for financial accounting software.
- c. ~~Approval of retaining special counsel — Lewis, Longman & Walker, P.A. — to assist the City on pension issues on an “as needed” basis.~~ (removed from the Consent agenda)
- d. Authorization to enter into an agreement with Burton & Associates, Inc. to conduct an update to the City’s wastewater connection fees.

Commissioner Pletcher moved to approve Items 4(a), (b) and (d) as presented. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Approval of retaining special counsel – Lewis, Longman & Walker, P.A. – to assist the City on pension issues on an “as needed” basis.

City Manager Wayne Saunders explained the firm will assist management during contract negotiations with the IAFF union representatives.

Commissioner Friszolowski moved to approve Item 4(c) as presented. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Phil Milner, District Vice President for Local 4966, spoke in support of hiring an attorney who is well-versed in union negotiations.

John Michael, Bay Street, spoke in opposition to taxpayer-funded retirement accounts.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Authorization to appeal the final judgement of the district court in Chmielewski et al v. City of St. Pete Beach (Case No. 8:13-cv-03170-JDW-MAP, et al.).

City Attorney Andrew Dickman recommended moving forward and allow the Notice of Appeal on file to stand.

Commissioner Pletcher moved to approve Item 5(a), to authorize the city attorney to initiate an appeal of the final judgement of the district court in Chmielewski, et al., v. City of St. Pete Beach (Case No. 8:13-cv-03170-JDW-MAP). The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Consideration of support for City of St. Petersburg's request to Pinellas County for change in hours for sale of alcoholic beverages.

Mr. Saunders noted the City of St. Petersburg is requesting Pinellas County municipalities to re-consider the Sunday restrictions on selling and/or consuming alcoholic beverages.

Commissioner Finnerty moved to approve Item 5(b), directing the City Manager to forward a letter to the County Commission expressing the City of St. Pete Beach's support of the request by the City of St. Petersburg to amend the hours for sale of alcoholic beverages. The motion was seconded by Commissioner Pletcher.

Mayor Schechner called for audience comments.

John Michael, Bay Street, spoke in support of placing the issue as a referendum for a vote by the residents.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to enter into a lease agreement with Clark Sales Display, Inc. for \$34,675.00 for the rental and installation of holiday decorations for the 2016 season.

Mr. Saunders noted that fewer decorations will be located in Horan Park to allow for the display of two additional decorated trees: one tree located at the north entrance of the City and one tree located at the Pinellas Bayway entrance.

Commissioner Pletcher moved to approve Item 5(c), authorizing the City Manager to enter into a lease agreement with Clark Sales Display, Inc., for \$34,675.00 for the rental and installation of holiday decorations for the 2016 season. The motion was seconded by Commissioner Finnerty.

Mayor Schechner called for audience comments.

John Michael, Bay Street, spoke in opposition of using City funds for holiday lighting.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to enter into a purchase agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$55,953.00 for Fire Station 22 Bathroom Renovations.

Four bids were received in response to a Request for Bids to renovate the restrooms located at Fire Station 22 and to bring them up to legal standards.

Commissioner Finnerty moved to approve Item 5(d), authorizing the City Manager to enter into a purchasing agreement with Cribb, Philbeck, Weaver Group, Inc., (CPWG) for \$55,953.00 for Fire Station 22 bathroom renovations. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

John Michael, Bay Street, requested clarification on the renovations.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Authorize the City Manager to approve two change orders to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amounts of \$10,200.00 and \$2,357.82 for Changes Orders 10 and 11, respectively.

Mr. Saunders noted that Change Order No. 10 will be paid by Pinellas County as it is a water-related issue.

Commissioner Pletcher moved to approve Item 5(e), authorizing the City Manager to approve two change orders to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amounts of \$10,200.00 and \$2,357.82 for Change Order Nos. 10 and 11, respectively. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- f. Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$29,074.00 to provide engineering and consulting services for the installation of a new wastewater valve vault.

City Manager Saunders explained the project will be located further upstream than the vault shared with the City of Treasure Island that flows into the City of St. Petersburg wastewater system for treatment.

Commissioner Finnerty moved to approve Item 5(f), authorizing the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc., for \$29,074.00 to provide engineering and consulting services for the installation of a new wastewater valve vault. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- g. Approval of purchase agreement with FCS, Inc. for \$31,587.50 for the emergency pumping of the wastewater system during Tropical Storm Hermine.

Mr. Saunders explained that Items 5(g), (h) and (i) were emergency action purchases to avoid direct discharge of wastewater into the Bay during Tropical Storm Hermine. Reimbursement of funds has been requested from FEMA.

Commissioner Pletcher moved to approve Item 5(g), authorizing the City Manager to enter into a purchasing agreement with FCS, Inc., for \$31,587.50 for the emergency pumping of the wastewater system during Tropical Storm Hermine. The motion was seconded by Commissioner Friszolowski.

Mayor Schechner called for audience comments.

John Michael, Bay Street, spoke in support of the City owning pump trucks.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- h. Approval of purchase agreement with Seminole Septic for \$54,400.00 for the emergency pumping of the wastewater system during Tropical Storm Hermine.

Commissioner Friszolowski moved to approve Item 5(h), authorizing the City Manager to enter into a purchasing agreement with Seminole Septic for \$54,400.00 for the emergency pumping of the wastewater system during Tropical Storm Hermine. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- i. Approval of purchase agreement with Progressive Environmental (SWS) for \$175,852.50 for the emergency pumping of the wastewater system during Tropical Storm Hermine.

Vice Mayor Falkenstein moved to approve Item 5(i), authorizing the City Manager to enter into a purchasing agreement with Progressive Environmental for \$175,852.50 for the emergency pumping of the wastewater system during Tropical Storm Hermine. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2016-13, Final Reading and Public Hearing amending Chapter 82 of the Code of Ordinances regarding traffic and vehicles.

Jennifer Bryla, Community Development Director, noted the changes include allowing "C" hang-tag permits, eliminating visitor parking passes, clarifying Lido Beach neighborhood parking, changing Belle Vista neighborhood parking on one side of the street and changing the conditional use permit application process for commercial parking lots.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2016-13, upon final reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending Chapter 82, Traffic and Vehicles, of the City

of St. Pete Beach Code of Ordinances; by amending Section 82-137 of Division 3 of Article III related to prohibited parking; amending Section 82-202, removing the provision for non-resident parking passes; amending Section 82-245, providing for “C” temporary hang tags; amending the Land Development Code, Section 17.3, “Allowable Conditional Uses”; removing (g) “Parking Lots. Commercial and/or Off-Premise”; providing for amendment of the City parking maps; correcting Scriveners’ errors; providing for severability; providing for the repeal of all ordinances in conflict herewith; and providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Mayor Schechner called for audience comments.

John Michael, Bay Street, requested clarification on the removal of the annual visitor parking pass.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-20, Final Reading and Public Hearing repealing Ordinance 88-36 and amending Section 118-28 of the Code of Ordinances

City Attorney Dickman reviewed the outdated section of the Code of Ordinances in regard to comprehensive planning and notice requirements and noted that future actions will be accordance with the Community Planning Act regulations.

Commissioner Friszolowski moved to approve Item 6(b), Ordinance 2016-20, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County Florida, providing for the repeal of Ordinance 88-36 and Section 118-28 of the City’s Code of Ordinances; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Ordinance 2016-08, Final Reading and Public Hearing amending the Land Development Code regarding accessory structures for commercial uses. (Portable Toilets)

Ms. Bryla reported that the proposed ordinance will regulate the time, location and removal of portable toilets on private property and does not supersede the requirements

for chemical toilets or prohibit temporary toilets from being incorporated as a component of a special event permit.

Commissioner Pletcher moved to approve Item 6(c), Ordinance 2016-08, upon final reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending Section 2.1 of the City of St. Pete Beach Land Development Code providing for a definition of portable toilets; amending Section 6.12 and Section 6.13 providing for regulation of portable toilets as accessory structures for commercial and residential uses; providing for severability; providing for the repeal of all ordinances in conflict herewith; and providing for an effective date. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Ordinance 2016-15, First Reading and Public Hearing amending the Land Development Code regarding accessory structures for commercial uses (Beach Concession Huts)

City Manager Saunders reviewed the proposed ordinance that regulates beach concession huts.

Subsequent to Commission discussion, Ms. Bryla will amend the following sections:

- Page 151: 1(xi): Signage size limit
- Page 151: 1(xii): Color of hut
- Page 151: 2(ii): Marine life and endangered species
- Page 152: 2(iii): Skids
- Page 152: 2(v): Storage boxes
- Page 152: 3(iv): Marine life and endangered species and driving on the beach
- Page 152: 4(iv): Mechanical equipment

Commissioner Pletcher moved to approve Item 6(d), Ordinance 2016-15, upon first reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending Division 6, Supplemental Regulations; providing for Section 6.12 (h), Beach Concession Standards, as outlined in "Exhibit A"; providing for severability; amending Section 25.6(a) of Division 25, Coastal Protection and Conservation; providing for the repeal of all ordinances in conflict herewith; and providing for an effective date, with the subsequent amendments. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

John Michael, Bay Street, requested clarification on portable air conditioning units or fans to be located in the huts.

Commissioner Friszolowski introduced the following speaker as a student he worked with in regard to the proposed ordinance as part of her curriculum.

Adriane Harker, Student at St. Petersburg College in the Public Policy class, commented in support of the ordinance, in general, and, in particular, the immediate removal of items during an emergency event, unattended huts and the size of signs.

Mike Bomar, St. Pete Parasails, commented about a required color scheme, cleanliness of huts and setback requirements.

Dave Winkler, Suncoast Water Sports, requested the Commission continue discussions on the proposed amendments.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Ordinance 2016-21, First Reading and Public Hearing, an ordinance amending the St. Pete Beach Code of Ordinance, Appendix A – Fees

Mr. Saunders reported that the proposed ordinance amends the fee schedule to include a credit card processing fee, increase parking rates to \$2.25 per hour and increase parking permit “Daily B” to \$27.00 per day.

Commissioner Finnerty moved to approve Item 6(e), Ordinance 2016-21, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for amendments to Appendix A of the Code of Ordinances; amending and establishing fees and charges; providing for the repeal of ordinances or parts of ordinances in conflict herewith; providing for severability; providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Mayor Schechner called for audience comments.

John Michael, Bay Street, spoke in opposition to the proposed ordinance.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

- a. Approval of Resolution No. 2016-14, recommending appointment to the Pinellas County Metropolitan Planning Organization (MPO), "Forward Pinellas"

Commissioner Pletcher moved to approve Item 7(a), Resolution 2016-14, a resolution of the City of St. Pete Beach, Pinellas County, Florida, recommending appointment of a member to the joint Pinellas County Metropolitan Planning Organization ("Forward Pinellas"), and providing for an effective date. The motion was seconded by Commission Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Approval of Resolution No. 2016-12, confirming the 2017 election date; establishing the date for the 2017 runoff election, if necessary; and establishing the Qualification Period for the Mayor and for District 2 and District 4 Commissioners

Commissioner Friszolowski requested the Qualification Period be amended to December 1, 2016 through December 9, 2016.

Commissioner Friszolowski moved to approve Item 7(b), Resolution 2016-12, a resolution of the City Commission of the City of St. Pete Beach, Florida, confirming the 2017 election date; establishing the date for the 2017 runoff election, if necessary; establishing the qualification period for mayor and for commissioners in Districts 2 and 4; and providing for an effective date, as amended with the qualification period set as 12:00 p.m./noon on Thursday, December 1, 2016 through 12:00 p.m./noon on Friday, December 9, 2016. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Approval of Resolution No. 2016-16, declaring as surplus certain City-owned equipment and authorizing the City Manager to dispose of said assets in the manner required by law.

Mr. Saunders requested to remove the Sign Plotter, Serial Number, 640005-10221, from the list.

Commissioner Finnerty moved to approve Item 7(c), Resolution 2016-16, a resolution of the City of St. Pete Beach, Pinellas County, Florida, declaring as surplus certain city-owned equipment and authorizing the City Manager

to dispose of said assets in the manner prescribed by law. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

8. Items for Discussion

There were no items presented.

9. Audience Comments 2

There were no audience comments.

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

City Clerk Haynes reported on the following item:

- Suncoast League of Cities will hold their monthly business meeting on October 21, 2016 at Brighthouse Field

City Manager Saunders reported on the following item:

- Requested clarification from the Commission in order to update the City's political sign regulations

City Attorney Dickman reported on the following item:

- Update on the BP Oil class action lawsuit and requested an executive session at 5:00 p.m. on November 1, 2016

Commissioner Finnerty reported on the following items:

- Corey Avenue Sunday Market opens on Sunday, October 16, 2016
- Mastry's Brewery held their grand opening
- Attended the Urban Administration Committee meeting through Florida League of Cities
- Support Our Troops article in local paper

Commissioner Pletcher reported on the following items:

- 8th Avenue celebration "Lights on Eighth"
- PSTA ridership south of the Don Cesar Hotel
- Form-Based Code community meeting will be held at 6:00 p.m. on Thursday, October 13, 2016 at the Don Vista Cultural Arts Center

Vice Mayor Falkenstein reported on the following items:

- Concert in Horan Park on Friday, October 14, 2016
- Lola's Bark Fest will be held at the Hurricane Restaurant this weekend

- Attended a Tampa Bay Regional Planning Council meeting in regard to climate change

Commissioner Friszolowski reported on the following items:

- Reiterated the Form-Based Code community meeting
- Belle Vista Civic Association meeting is rescheduled to a date yet to be determined
- Lido Beach Civic Association meeting is scheduled for 6:00 p.m. on October 20, 2016
- “Keep Pinellas Beautiful” will sponsor a beach clean-up event from 9:00 a.m. to 11:00 a.m. on October 15, 2016, at Upham Beach

Mayor Schechner reported on the following items:

- Concert in the Park on Friday, October 14, 2016, in Horan Park
- Introduced a new business called “Main Street”

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

OCTOBER 25, 2016

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Elaine Edmunds, Administrative Services Director/Acting City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Bruce Cooper, Building Code Administrator

1. Presentations

- a. Proclamation - Walk like MADD and DASH Day

Mayor Schechner requested Item 1(a) be removed from the agenda and rescheduled to a later date.

- b. Presentation Pinellas County Local Mitigation Strategies (LMS) Annual Report

Bruce Cooper, Building Code Administrator, presented the annual report as required by the Community Rating System.

2. Changes to the Agenda

Elaine Edmunds, Acting City Manager, requested to remove Item 5(b) from the agenda and reschedule to a later date at the applicant's request.

3. Audience Comments

Tom Rask, unincorporated Pinellas County, commented on free speech.

Mark Oreido, 67th Avenue, commented on wastewater lines and lack of parking spaces in regard to development and re-development.

4. Consent

There were no consent items presented.

5. Action Items

- a. Pinellas Suncoast Transit Authority (PSTA) Request for City of St. Pete Beach support of Bus Rapid Transit (BRT) project.

Ms. Edmunds reported that PSTA representatives requested the City postpone voting on the proposal that was submitted during the October 11, 2016 meeting and, instead, draft correspondence stating the City's current position on funding plans.

Brad Miller, Chief Executive Officer at PSTA, requested the City draft a letter that conveys its current position in regard to the BRT project.

Dardin Rice, Chairperson on the PSTA Board of Directors, requested a letter from the City clarifying interest in the proposed BRT project.

It was the consensus of the Commission to request PSTA representatives meet with the City Manager to further discuss and analyze the proposal, and return with additional information and options.

John Michael, Bay Street, spoke in opposition to the BRT project.

Joanne Melodayo, Belle Vista Drive, spoke in opposition to submitting a letter of support to PSTA and in favor of remaining in a non-committal position.

Vicky Nimes, Belle Vista Drive, spoke in opposition to the BRT proposal.

Pete Franko, South Pasadena, spoke in opposition to the BRT proposal.

Tom Rask, unincorporated Pinellas County, spoke in opposition to the BRT proposal.

Dan Harvey, St. Petersburg, spoke in support of mass transportation for the future.

Eileen Gunther, 10th Avenue, spoke in opposition to the BRT proposal and in support of a definitive rejection of the project.

Carmen Fitrow, 45th Avenue, spoke in support of the BRT proposal.

Hearing no further comments, Mayor Schechner closed audience comments and reiterated the Commission's position for further discussion between the city manager and PSTA representatives.

- b. Conditional Use Approval for Case No. 2016-0045, for the property located at 5750 Gulf Boulevard – Applicant requests conditional use approval for a proposed a 217-room hotel, an 810 space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a pool bar, a Coral Reef reception area and other ancillary amenities transient lodging establishment.

Commissioner Friszolowski moved to remove Item 5(b) from the agenda at the request of the applicant. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorization for the City Manager to purchase Geo-Thermal Heat/Cool units from Symbiont Services Corp. for the Recreation Department in the amount of \$87,944.00.

Ms. Edmunds noted that the geothermal units were included in the Fiscal Year 2017 budget.

In response to Commission questions, Ms. McMahon discussed test wells, tie-downs and warranty on parts and labor.

Commissioner Finnerty moved to approve Item 5(c), to authorize the City Manager to purchase Geothermal Heat/Cool units from Symbiont Services Corporation for the Recreation Department in the amount of \$87,944.00. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to execute a purchase agreement with Hall-Mark RTC in the amount of \$157,800.00 with funds provided by Pinellas County EMS utilizing the Florida Sheriff's Bid to replace the 2001 Freightliner rescue unit located at Fire Station 22.

Ms. Edmunds reported that the current rescue unit was manufactured in 2001 and is in need of replacement. The purchase will be reimbursed by Pinellas County.

Commissioner Friszolowski moved to approve Item 5(d), to authorize the City Manager to execute a purchase agreement with Hall-Mark RTC for the replacement of the existing rescue unit in the amount of \$157,800.00, priced using Florida Sheriff's Association Bid No. 17 and utilizing Pinellas County EMS funds. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- e. Authorize the City Manager to execute a change order to the existing contract with USA Voltage, LLC in the amount of \$48,850 to provide underground utility service connections for the Pass-A-Grille Way North Reconstruction project.

Ms. Edmunds explained that the contractor currently under contract to provide the utility service connections to residential units has requested approval for an additional 42 units that were not counted in the original bid.

Commissioner Pletcher moved to approve Item 5(e), to authorize the City Manager to execute change orders to the existing contract with USA Voltage, LLC, in the amount of \$48,850.00 to provide underground utility service connections for the Pass-a-Grille Way north reconstruction project. The motion was seconded by Vice Mayor Falkenstein.

Mayor Schechner called for audience comments.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

Steven Best, Vina del Mar, commented on the units that were not counted in the original estimate.

- f. Authorize the City Manager to execute two change orders to the existing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for a combined \$16,490.00 for renovations to the Warren Webster Building.

Ms. Edmunds reported that the two change orders included unforeseen issues that included faulty wiring, installation of plywood in the closet and gable ends, replacement of drywall and insulation, re-build of kitchen pass-through, installation of new counter, replacement of rusted sheet metal, installation of a chimney cap and shoe molding, and removal of flooring.

Commissioner Finnerty moved to approve Item 5(f), to authorize the City Manager to execute two change orders to the existing agreement with Cribb, Philbeck, Weaver Group, Inc., (CPWG), for a combined \$16,490.00 for renovations to the Warren Webster building. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- g. Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$41,900.00 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Ms. Edmunds noted that Items 5(g) and 5(h) are connected to the emergency cleaning of the wastewater line that was conducted to minimize any potential sewer overflow during a future storm.

Vice Mayor Falkenstein moved to approve Item 5(g), to authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$41,900.00 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines. The motion was seconded by Commissioner Finnerty.

Mayor Schechner called for audience comments.

Keith (last name inaudible), Bay Street, requested clarification on where the water was taken.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- h. Authorize the City Manager to enter into a purchase agreement with Progressive Environmental (SWS) for \$62,180.63 for emergency pumping

of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Commissioner Pletcher moved to approve Item 5(h), to authorize the City Manager to enter into a purchase agreement with Progressive Environmental (SWS) for \$62,180.63 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2016-21, Final reading and Public Hearing, an ordinance of the City of St. Pete Beach amending St. Pete Beach Code of Ordinances, Appendix A – Fees

Ms. Edmunds itemized the fee increases that include the addition of a 2.5% credit card processing fee, an increase in the parking rate from \$2.00 to \$2.25 per hour for meters and pay stations, and an increase in the daily “B” permit.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2016-21, upon final reading, an ordinance of the City of St. Pete Beach, Florida providing for amendments to “Appendix A” of the Code of Ordinances; amending and establishing fees and charges; providing for the repeal of ordinances or parts of ordinances in conflict herewith; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Pletcher.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-15, Final Reading and Public Hearing amending the Land Development Code regarding accessory structures for commercial uses. (Beach Concession Huts)

Jennifer Bryla, Community Development Director, reviewed the changes to the regulations that were requested during the first reading.

Commissioner Finnerty moved to approve Item 6(b), Ordinance 2016-15, upon final reading, an ordinance of the City of St. Pete Beach, Florida, amending Division 6, Supplemental Regulations; providing for Section

6.12(h), Beach Concession Standards, as outlined in “Exhibit A”; amending Section 25.6(a) of Division 25, Coastal Protection and Conservation; providing for the repeal of all ordinances in conflict herewith; providing for severability; and providing for an effective date; as amended. The motion was seconded by Commissioner Pletcher.

Mayor Schechner called for audience comments.

Dave Winkler, Suncoast Water Sports, requested additional changes be made to the proposed ordinance.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Ordinance 2016-03, First Reading and Public Hearing amending Chapter 86, Utilities, of the City of St. Pete Beach Code of Ordinances, Section(s) 86-147 to 86-153, pertaining to fats, oils, and grease (FOG).

Ms. Bryla introduced the proposed ordinance noting that it is a component of the Consent Order required by the Florida Department of Environmental Protection and is required to be in effect by December of 2017. Businesses that discharge fats, oils and grease will be required to obtain a wastewater discharge permit. The commercial permit will require the establishments to update grease traps or oil/water separators to comply with the Plumbing Code.

Vice Mayor Falkenstein requested extending the date from December of 2016 to June of 2017. The Commission was in agreement to modify the date.

City Attorney Dickman requested the costs associated with the ordinance be included in “Appendix A” of the Code of Ordinances as follows: “All Food Service Establishments (FSEs) and all Automotive Related Enterprises (AREs) will be billed in accordance with “Appendix A” of the Code of Ordinances.” Mr. Dickman commented that enforcement of the ordinance will be through the Public Services Department.

City Attorney Dickman clarified the changes as follows: Pages 326 and 327, strike the dollar amount and insert “in accordance with Appendix A of the City Code of Ordinances.”

Commissioner Friszolowski moved to approve Item 6(c), Ordinance 2016-03, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for amendment of Chapter 86, Utilities, of the City of St. Pete Beach Code of Ordinances; Section(s) 86-147 – 86-153, pertaining to fats, oils and grease (FOG); providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for

severability; and providing for an effective date; as amended and with the effective date changed to June 1, 2017. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions submitted.

8. Items for Discussion

Mayor Schechner requested staff contact Florida Department of Transportation (FDOT) representatives to ask that they provide advanced notification to City administration of a project timeline, road closures and/or lane blockage.

9. Audience Comments 2

An unidentified speaker discussed stargazing events.

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

City Clerk Haynes reported on the following items:

- Requested Commission action on Item 5(b) to confirm formal action [motion and vote inserted after Item 5(b)]
- Early voting began on October 24, 2016 with additional information available through www.votepinellas.com

Acting City Manager Edmunds did not report on any items.

City Attorney Dickman reported on the following item:

- Update on litigation

Commissioner Finnerty reported on the following items:

- Lack of enforcement on the waterways, particularly through Devil's Elbow
- Sunday Corey Market is open
- Florida League of Cities Legislative Session, Urban Administration
- Paradise News article in regard to St. Pete Beach Support Our Troops
- World War II Veteran Joe Guertin honored at the American Legion Post

Commissioner Pletcher reported on the following items:

- Coyote sightings in the area
- Vina del Mar Island Association will sponsor a fall festival in Hurley Park at 5:00 p.m. on November 5, 2016

- The 86th Annual Fish Broil will be held from 1:00 p.m. to 6:00 p.m. on November 6, 2016
- Halloween festivities on Hermosita Drive

Commissioner Friszolowski reported on the following items:

- Commission meetings are changed to November 1 and November 15, 2016
- Reiterated the numerous speeders on many areas of our waterways

Vice Mayor Falkenstein reported on the following items:

- Street lights are out at the corner of 76th Avenue and Blind Pass Road
- Presidential election on November 8, 2016
- Concert in the Park series on Friday, October 28, 2016
- Trunk or Treat celebration at the Community Center on Thursday, October 27, 2016
- Boat Parade and Winter Festival in Horan Park on December 2, 2016 beginning at 6:00 p.m.
- Christmas Market on Corey Avenue from 10:00 a.m. to 2:00 p.m. and Christmas Parade beginning at 4:00 p.m. on December 11, 2016
- Paradise Grill at Upham Beach is closed for six weeks due to deck replacement
- 60th Anniversary sponsorships

Mayor Schechner reported on the following items:

- Paint, chemical and electronic disposal unit on Saturday, November 5th, from 9:00 a.m. to 2:00 p.m. in Gulfport, 1617 49th Street South
- Historical Museum is open on Fridays from 10:00 a.m. to 4:00 p.m. and on Saturdays from 1:00 p.m. to 4:00 p.m.
- Pinellas County Wastewater/Stormwater Task Force meeting
- Pedestrian safety campaign press conference on Wednesday
- Pinellas County Legislative Delegation will meet in November to discuss the county's sewer issues with State representatives
- Happy Halloween!

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:10 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING – EXECUTIE SESSION

MINUTES

NOVEMBER 1, 2016

5:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 5:02 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Melinda McKenna, D&D Reporting

1. St. Pete Beach v. BP Exploration & Production, Inc., et al.; Case No. 8:13-CV-01045-JDW-MAP (U.S. District Court, Middle District of Florida)

- a. Pending Litigation to Discuss Settlement of Class Action Suit Involving Haliburton and Transocean

Mayor Schechner announced the commencement of an attorney-client executive session.

2. Adjourn to Attorney-Client Executive Session

Mayor Schechner adjourned the meeting to an attorney-client executive session at 5:05 p.m.

3. Reconvene to Public Session

Mayor Schechner reconvened the meeting to a public session at 5:57 p.m.

4. Discussion and Possible Action of Settlement

- a. St. Pete Beach v. BP Exploration & Production, Inc., et al.; Case No. 8:13-CV-01045-JDW-MAP (U.S. District Court, Middle District of Florida); Pending Litigation to Discuss Settlement of Class Action Suit Involving Haliburton and Transocean

Commissioner Finnerty moved to approve Item 4(a), to authorize the City Manager to execute any and all forms required to opt back into the class action lawsuit with Haliburton and Transocean. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:00 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization to approve a special event application and street closure for Pieces of Eighth Block Parties scheduled for January 21, May 13, and October 14, 2017.

Date: December 12, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Pieces of Eighth is a non-profit that puts on a block party 3 times a year as a fundraiser for their organization. The event is on 8th Avenue in Pass-a-Grille and they are requesting street closures on 8th Ave from Pass-a-Grille Way to Gulf Way. The street closure would be on the date of the event from 8am – 11pm. They are also requesting that alcohol be allowed in the closed off area for the event from 5-10pm. This event is an approved co-sponsored event where the city provides trash bins, barricades and the cost of the 2 off duty officers at \$450 each event.

Funding: 001-5701-521-5310

Requested Motion: “I move to authorize the approval of special event application and street closure for Pieces of Eighth Block Parties scheduled for January 21, May 13 and October 14, 2017.”

Attachments: Event application and map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: William Hepsoe Title(if applicable): PRES.

Name of Organization (if applicable): PIECES OF EIGHTH ASSN. INC

Tax Exempt? ☐ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: 130 W TESSIER DR SPB FL 33706

Cell Phone: 727-744-3224 Email: BILLHEPSON@YAHOO.COM

Event Information

Event Title: 8TH AVE BLOCK PARTY Event/Organization Web Address: _____

Event Location(s): 8TH AVE SPB

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>JUN 21</u>	<u>SAT</u>	<u>5 PM</u>	<u>10 PM</u>
<u>MAY 13</u>	<u>SAT</u>	<u>11</u>	<u>11</u>
<u>OCT 14</u>	<u>SAT</u>	<u>11</u>	<u>11</u>

Set Up Date(s): SAT OF EVENT Time(s) 8 AM to 5 PM

Cleanup Date(s): SAT OF EVENT Time(s) 10 PM to 11 PM

Description of Event: NEIGHBORHOOD BLOCK PARTY

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): ?

Event Logistics

Estimated Attendance 300
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: ARTISTS, FOOD VENDORS, BAND

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? Served ☒ Sold ☐ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) _____

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) CLASSIC ROCK

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 5 PM - 10 PM

Electricity Needed ☒ Yes ☐ No Source: STADIUM LIGHTS (BAND)

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>ST 11th AVE</u>	<u>PASSH-GULL WY</u>	<u>GULF WAY</u>	<u>11/21</u>	<u>8 AM - 4 PM</u>
<u>11</u>	<u>11</u>	<u>11</u>	<u>5/23</u>	<u>11</u>
<u>11</u>	<u>11</u>	<u>11</u>	<u>10/14</u>	<u>11</u>

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

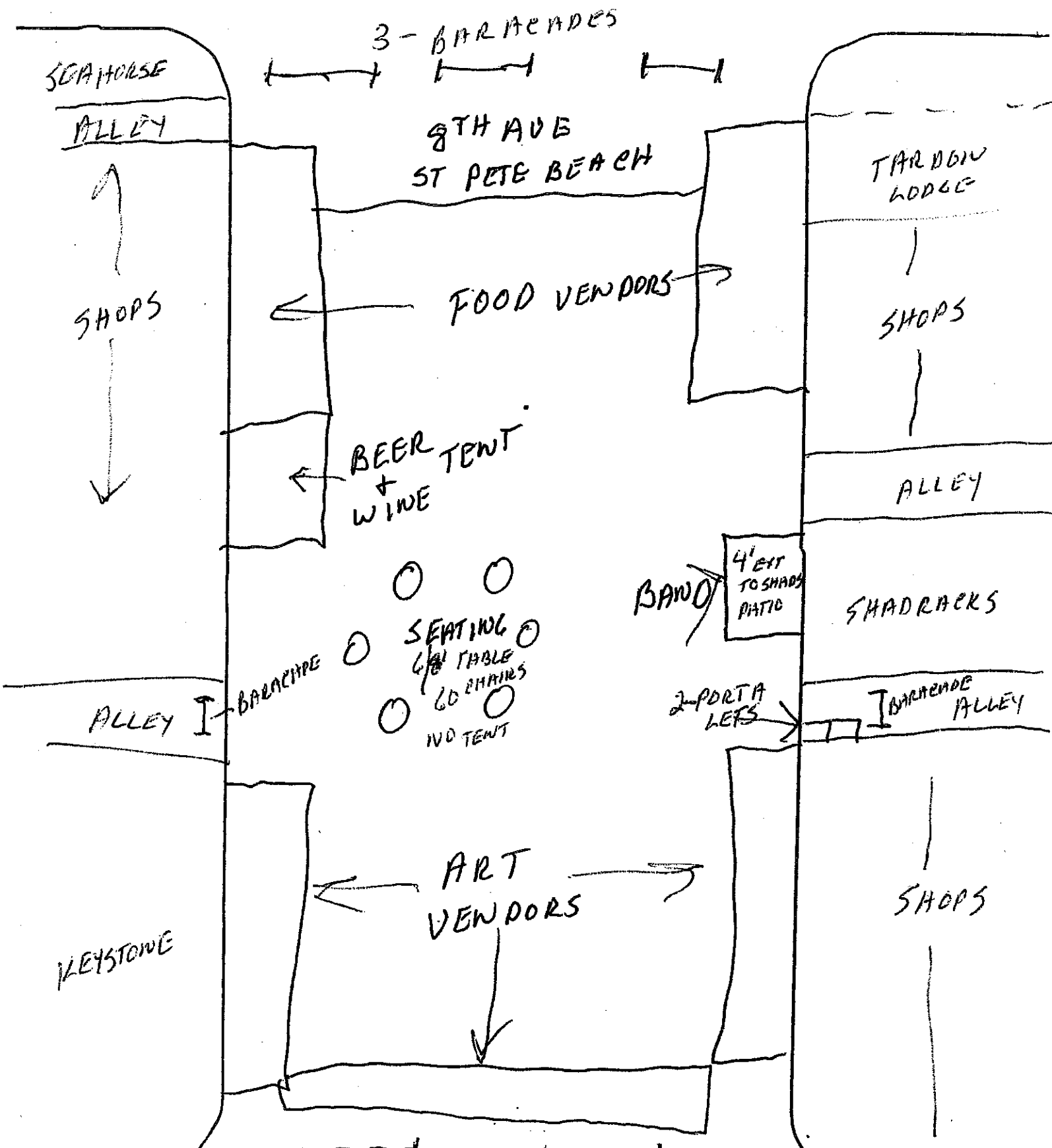
WILLIAM HEPSON
Print Name

William Hepson
Signature

PIEPES OF EIGHTH ASSOCIATE
Corporation Name (if applicable)

11/27/16
Date

PASS-A-GRILL WAY



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

Issue Considered: Authorization to approve special event application and street closure for the St. Pete Beach Classic for January 15-17, 2017. Closures, as indicated on SPB Classic race routes, would be in effect on January 16th and 17th from 6am – 10am.

Date: December 12, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The St Pete Beach Classic is an event held each year in St. Pete Beach. The routes for the races run throughout the city. This application is for approval of the city roads on the route. FDOT requires the city manager's signature for authorization of the street closures to issue the permit. The city agreed to co-sponsor this event for \$12,000 towards the cost of the deputies assigned for the event.

Funding: This is a budgeted expense in account 001.5701.521.5310

Requested Motion: "I move to authorize the approval of the St. Pete Beach Classic event application and street closures for January 15-17, 2017."

Attachments: Event application, route maps, FDOT authorization form

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: ALAN P. JOHNSON Title (if applicable): PRESIDENT

Name of Organization (if applicable): SPB CLASSIC, LLC

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: 9375 BLIND PASS RD., ST. PETE BEACH, FL 33706

Cell Phone: 727-543-2794 Email: ALANJO@RUNMISM.COM

Event Information

Event Title: ST. PETE BEACH CLASSIC Event/Organization Web Address: WWW.STPETEBEACHCLASSIC.COM

Event Location(s): 5300 GULF BLVD. (SIRATA BEACH RESORT)

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>1/13/17</u>	<u>FRI - SUNDAY</u>	<u>6 AM</u>	<u>8 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 1/13/17 Time(s) 8 AM to 5 PM

Cleanup Date(s): 1/15/17 Time(s) 11 AM to 1 PM

Description of Event: 2 DAY HEALTH & FITNESS EXPO OVERLAPPING 2 DAYS OF
RUNNING EVENTS, PARTIES & CONCERT.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): MLK WEEKEND (1/13-18/17)

Event Logistics

Estimated Attendance 2000 2000
(Includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: EXPO, 10K RACE, 3 KIDS RACES, 5K, BEACH FUN RUN,
PAST RACE PARTIES, BEACH BONFIRE, CONCERT, HALF MARATHON RACE

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

ALL FOOD AND BEVERAGES ARE DONATED AND GIVEN TO
PARTICIPANTS.

Will alcohol be served or sold? ☒ Served ☐ Sold ☐ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance)

NO VENDORS - DONATING SPONSORS ARE, SYSCO, HEINEKEN, PEPSI, FRESHPOINT

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map)

10X60' TENT, 1000' OF BARRICADES, FINISH LINE TOWERS AND TRUSS, STARTING LINE STRUCTURE & TRUSS

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc)

DJ SATURDAY & SUNDAY MORNINGS, ROCK BAND SATURDAY EVENING

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps)

SAT. 8:30-11:00 AM, SUNDAY 8:30-11:00 AM

SAT. 6-10 PM

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☒ Yes ☐ No If yes (include on site plan)

How Many? 1 Size: 8YD Installation Date: 1/13/17 Removal Date: 1/17/17

Please list any admission charges, donations, parking, registration or other fees and how much? _____

RACE ENTRY FEES VARYING FROM \$20-\$140

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>AN MOT WILL BE PREPARED & DOT PERMIT ISSUED</u>				

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The Insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

ALAN P. JOHNSON
Print Name

SPB CLASSIC, LLC
Corporation Name (if applicable)

Alan P. Johnson
Signature
1/28/2016
Date

Overview

Economic Impact Study – 2016 St. Pete Beach Classic

Following the 2016 St. Pete Beach Classic, event organizers contracted with Forward Analytics of Pittsburgh, PA to perform an in-depth economic impact study of the event. Following are some highlights of the study results and statements made by Forward Analytics:

- The 2016 St. Pete Beach Classic generated an estimated **\$840,650** for the City's economy.
- Runners, their friends and family, generated **\$236,300** in business revenue for local restaurants and bars alone.
- The City of St. Pete Beach received an estimated **\$34,200** in government revenue from the economic activity generated by the 2016 Classic.
- The St. Pete Beach Classic filled over **800 hotel rooms** during the weekend of events.
- Runners increased revenue at local hotels by an estimated **\$111,000**.
- Pinellas County gained **\$4,900** in tax revenues attributable to the event and the State of Florida gained **\$34,500**.
- Per-person spending for out-of-area runners is estimated at **\$309** in the local economy over race weekend. Locals spent an estimated **\$117** per person.
- **Sixty-one percent** of the runners reside outside of Pinellas County.
- Runners gave the 2016 St. Pete Beach Classic a high rating of **95.4%**; **86.2%** of this year's runners are likely to participate in the Classic again in the future.
- Survey respondents ranked location/city amenities as the top attribute when making their decision to register for a running event.
- St. Pete Beach Classic runners are well-educated and skew towards above average household income levels.
- An overwhelming **37.1%** of all survey respondents earned a post-graduate degree; another **40.3%** earned a four-year degree.
- Attendees have above average incomes. Nearly **50%** of respondents indicated their household income to be above \$100,000. Another **19%** have household incomes in the range of \$70,000-\$100,000
- Research also revealed that **76%** of runners and their family/friends took time during Classic weekend to visit the City's beaches and amenities. **61%** visited historic Pass-A-Grille; **33%** visited Corey Avenue; **30.6%** chose to shop at Dolphin Village.
- In addition to generating economic impact for the City, the St. Pete Beach Classic has a long-standing commitment to the charitable community. The 2015 event helped generate over **\$12,000** for local charities. And, **\$5,000** was shared with charities serving St. Pete Beach.

Forward Analytics concluded that "the governments of St. Pete Beach and Pinellas County should consider the St. Pete Beach Classic to be a significant investment opportunity for public monies. It is an investment which provides high yield, measurable returns for local government on a tax revenue basis alone. When compounded with additional highly positive economic and social benefits for the communities, **the Classic represents one of the top returns possible for government funding.**"

"The 2016 St. Pete Beach Classic is a gift to the City of St. Pete Beach and Pinellas County".

Course Map

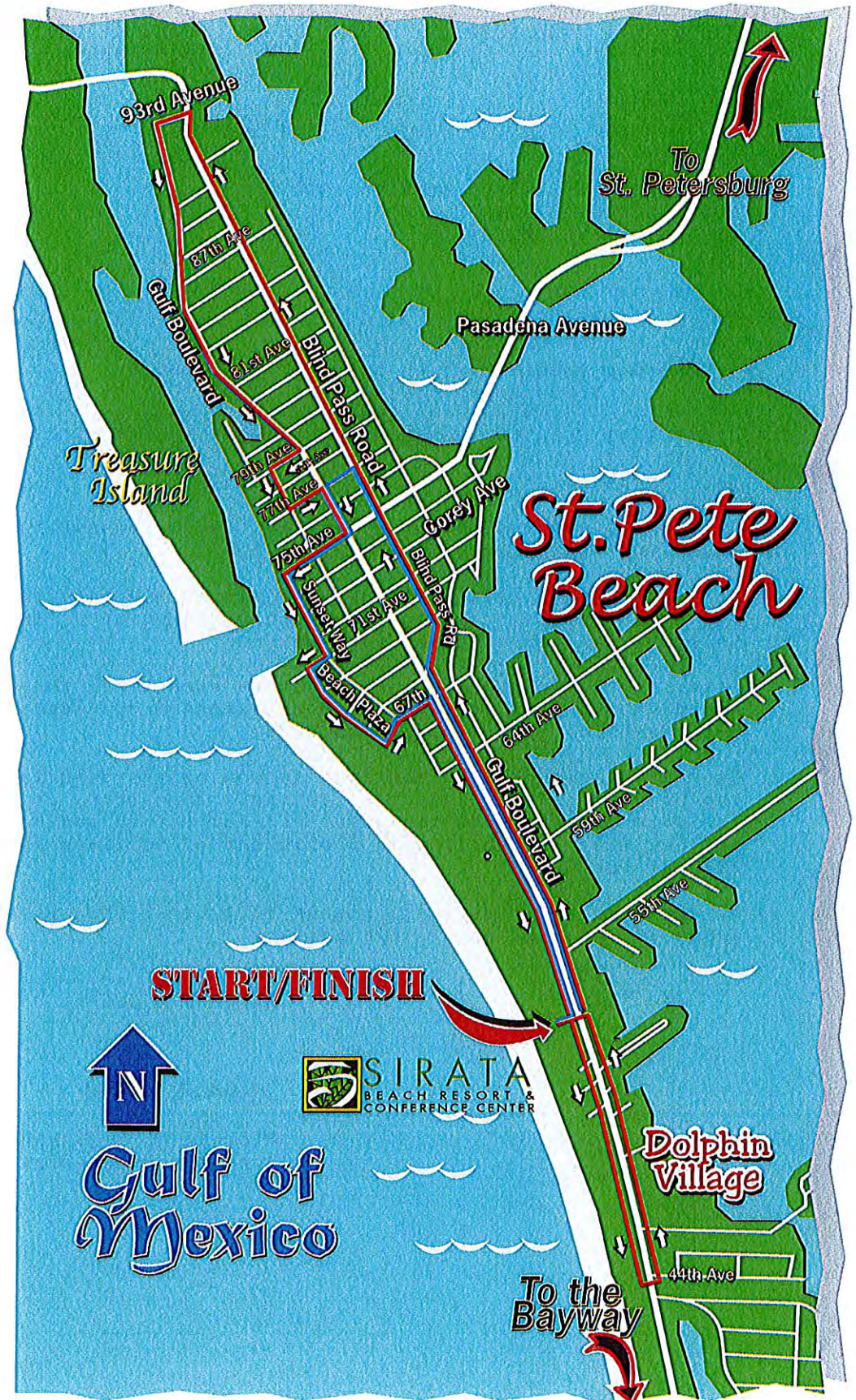
Routes

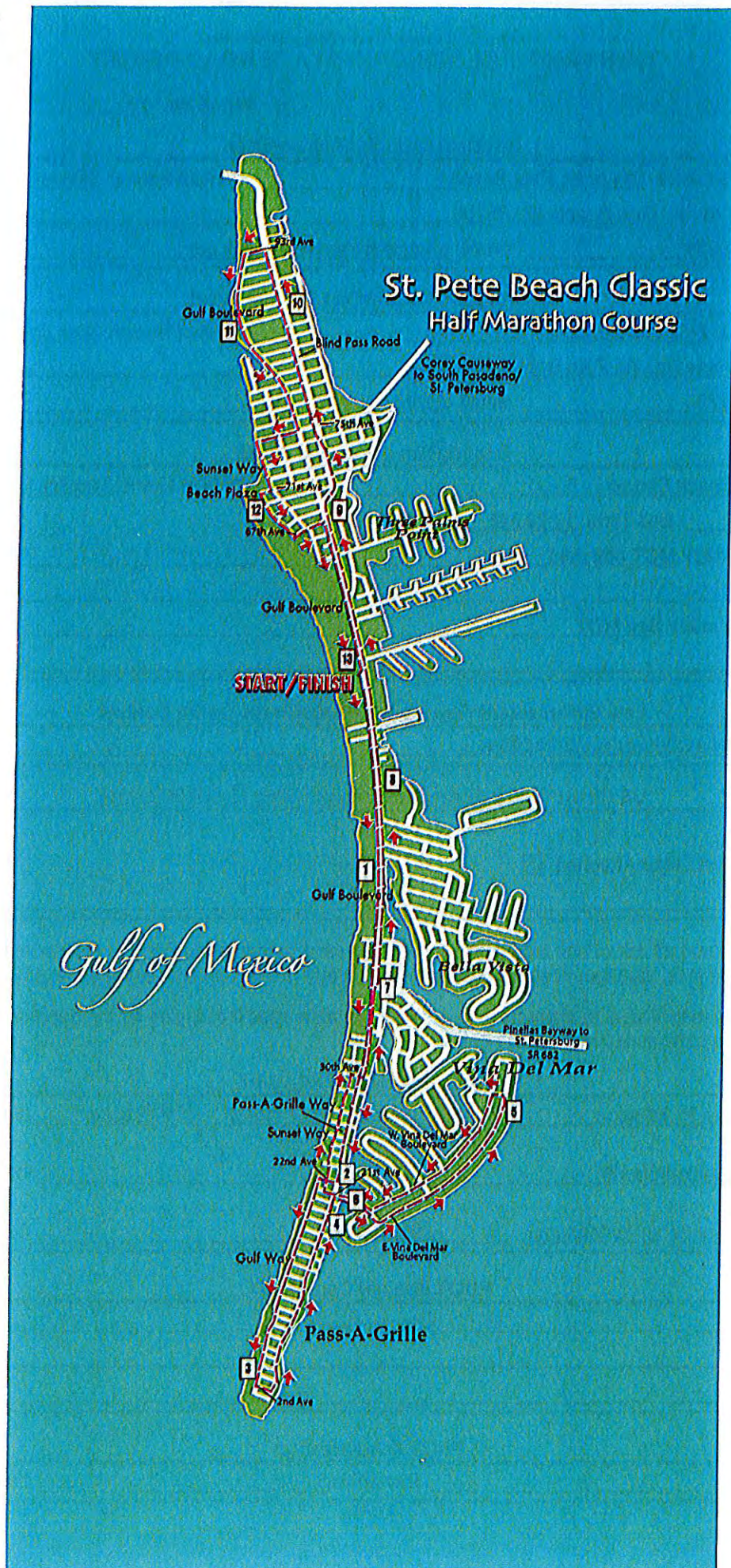
10K -----

START 5300 Gulf Blvd.
GO NORTH
BEAR Right on Blind Pass Road
Left on 93rd Ave.
Go one block
Left & Go South on Gulf Blvd.
Right on 79th Ave.
Left on Coquina Way
Left on 77th Ave.
Right on Gulf Blvd.
Right on 75th Ave.
Left on Sunset Way
Right on 71st Ave.
Left on Beach Plaza
Left on 67th Ave.
Right on Gulf Blvd.
Go South past START
Turn-around -
just past 44th Ave.
Go North on Gulf Blvd.
To Sirata Beach Resort
Left into Sirata to FINISH

5K -----

START 5300 Gulf Blvd.
GO NORTH
BEAR Right on Blind Pass Road
Left on 77th Ave.
Left on Gulf Blvd.
Right on 75th Ave.
Left on Sunset Way
Right on 71st Ave.
Left on Beach Plaza
Left on 67th Ave.
Right on Gulf Blvd.
Go South on Gulf Blvd.
To Sirata Beach Resort
RIGHT into Sirata to FINISH





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMITDate: 11/6/2016

Permit No. _____

Governmental Entity/Permittee

Approving Local Government City of St. Pete Beach Contact Person Wayne Saunders
 Address 155 Corey Ave. St. Pete Beach, FL 33706
 Telephone 727-363-9231 Email wsaunders@stpetebeach.org

Organization Requesting Special Event

Name of Organization SPB Classic, LLC Contact Person Alan Johnson
 Address 9375 Blind Pass Rd., St. Pete Beach, FL 33706
 Telephone 727-543-2794 Email alanj@runmsm.com

Description of Special Event

Event Title St. Pete Beach Classic Date of Event January 14 & 15, 2017
 Start Time 6 AM End Time 10:30 AM
 Event Route (attach map) MOT attached
 Detour Route (attach map) See MOT

Law Enforcement Agency Responsible for Traffic Control

Name of Agency Pinellas County Sheriff's Office

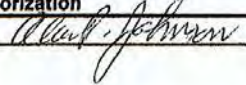
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☒
 Copy of USCG Approval Letter Attached ☐
 Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator Alan P. Johnson Signature  Date 11/6/2016
 Law Enforcement Name/Title Robert Gualtieri/Sheriff Signature _____ Date _____
 Government Official Name/Title Wayne Saunders/City Manager Signature _____ Date _____

FDOT Special Conditions

FDOT Authorization

Name/Title _____ Signature _____ Date _____

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

Issue

Considered: Authorize the City Manager to execute four change orders to the existing agreement with Wharton-Smith, Inc. for a total of \$10,687.82 for Pump Station #3.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City is nearing completion of wastewater Pump Station Number 3. The contractor, Wharton Smith, has presented the City with four additional change orders, one of which is a credit to the City. These items are summarized as follows:

(RFP – 04): Wharton Smith provided overnight support during City-initiated station shut downs to facilitate the ongoing cleaning operations. These operations could only be performed during overnight low flows.

(RFP – 05): During excavation for the installation of a gravity line on the west side of the existing wet well, Wharton Smith encountered existing steel sheeting which was not indicated on the plans. This item includes the penetration of the sheeting as well as subsequent filling of voids behind the sheeting with flowable fill.

(RFP – 06): The City requested the inclusion of a barrel tile roof on the precast building to match the roof at Pump Station Number 2, which was not included in the initial bid.

(RFP – 07): This item was a credit to the City to demolish three old palm trees from near the station in lieu of relocating as was indicated in the project scope.

Funding: CIP – Pump Station #3 (\$48,000 brought forward from FY16 to cover this and two previous change orders); the remaining \$1,722.62 will be paid from reserves.

Requested Motion: “I move to authorize the City Manager to execute four change orders to the existing agreement with Wharton-Smith, Inc. for a total of \$10,687.82 for Pump Station #3.”

Attachments: Change Orders (titled “RFP – 04”, “RFP – 05”, “RFP – 06”, and “RFP – 07”)

**Reviewed by
City Manager:** _____ WS



October 24th, 2016

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

Attention: Ian Wade
Re: St Pete Beach Pump Station No. 3 Rehabilitation
Subject: RFP – 04 – Pipe Cleaning Operation

Mr. Wade,

During the monthly progress meeting on Tuesday July 19th, Wharton-Smith was notified by City personnel that the force main was undergoing cleaning during the day and at night. In order to complete this work the City was turning off our by-pass system so the manholes and pipe upstream could be used for additional storage. This allowed the GC additional time to perform the cleaning operations. Due to the high levels within the manholes the alarm call box alerted Wharton-Smith. This lead to the project manager and senior superintendent making un-scheduled site visits in the middle of the night.

Additionally per an email dated August 1st, it was requested that the by-pass system run continuously throughout the day to keep the levels within the manholes low for cleaning operations. When the system is put in manual operation and ran continuously the system consumes approximately 2.5 gallons per hour per unit.

Please review the attached cost proposal and provide formal approval in the amount of \$4,194.79. Only the items listed above and in the summary are included in this scope of work.

If you have any questions, please feel free to contact me.

Sincerely,

Scott Griffith
Assistant Project Manager

Wharton-Smith, Inc.

File C-8A



PROPOSAL SUMMARY

Revision 0

#	DESCRIPTION				NOTES
1	St Pete Beach Pump Station #3				
2	Pipe Cleaning Operation				
3					
4					
5					
6					
7					
8					
9					
10	The Contract Time Extension due to this Additional Work Scope is 0 calendar days.				
10	MATERIALS			TOTAL	
11	From Page 2			\$ 337.35	
12			Tax 7.00%	\$ 23.61	\$ 360.96
13			Fee 15.0%	\$ 54.14	\$ 415.11
14				\$ 415.11	
15					
16	LABOR	HRS	AVG \$ / HR	TOTAL	
17	From Page 3	40	\$ 66.54	\$ 2,661.68	
18			Subtotal	\$ 2,661.68	
19			Fee 15.0%	\$ 399.25	\$ 3,060.93
20				\$ 3,060.93	
21					
22	TOOLS & EQUIPMENT			TOTAL	
23	From Page 4			\$ -	
24			Tax 7.00%	\$ -	\$ -
25			Fee 15.0%	\$ -	\$ -
26				\$ -	
27					
28	SUBCONTRACTS	INV		TOTAL	
29	SWS		Vac Truck	\$ 625.00	
30					
31					
32			Subtotal	\$ 625.00	
33			Fee 15.0%	\$ 93.75	\$ 718.75
34				\$ 718.75	
35					
36	OTHER	QTY	REFERENCE	TOTAL	
37	Extended Overhead		Days * Cost Per Day	\$ -	
38	Additional Insurance	0.00%	M + L + T&E + S	\$ 4,194.79	\$ -
39	Additional Bond	0.00%	M + L + T&E + S	\$ 4,194.79	\$ -
40			Subtotal	\$ -	
41			OH&P 0.0%	\$ -	\$ -
42				\$ -	
43					
44	FINAL QUOTE TOTAL			TOTAL	
45				\$ 4,194.79	
46					
47				\$ 4,194.79	



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Additional Diesel Fuel		173	GAL	\$ 1.95	\$ 337.35	Diesel for Nelson Construction performing pipe cleaning operation
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ 337.35	
33	MATERIAL SUBTOTAL					TOTAL	
34						\$ 337.35	
35					\$	337.35	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendant			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
2	Sr. Superintendant	16		\$ 75.42	\$ 113.13	\$ 1,206.72	\$ -	\$ 1,206.72	
3					\$ -	\$ -	\$ -	\$ -	
4	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
5	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
6	Laborer		16	\$ 32.29	\$ 48.44	\$ -	\$ 774.96	\$ 774.96	
7					\$ -	\$ -	\$ -	\$ -	
8	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
9	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
10	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
11					\$ -	\$ -	\$ -	\$ -	
12	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
13	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
14	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17		16.0	16.0			\$ 1,206.72	\$ 774.96		
18		32.0						\$ 1,981.68	
19									
20	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
21	Material Handling			0		\$ 32.00		\$ -	
22	Testing & Cleaning			0		\$ 32.00		\$ -	
23	Warranty & Punchlist			0		\$ 32.00		\$ -	
24				0				\$ -	
25									
26	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
27	VP / Regional Manager					\$ 120.00		\$ -	
28	Project Executive					\$ 100.00		\$ -	
29	Senior Project Manager					\$ 90.00		\$ -	
30	Project Manager			8		\$ 85.00		\$ 680.00	
31	Project Engineer					\$ 60.00		\$ -	
32	Accountant					\$ 55.00		\$ -	
33				8.0				\$ 680.00	
34									
35	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
36	Manhours	32.00	0.0	8.0		40.0	\$ 66.54	\$ 2,661.68	
37						40.0			
38							\$	2,661.68	
39									

Scott Griffith

From: Ian Wade <iwade@stpetebeach.org>
Sent: Thursday, July 21, 2016 3:02 PM
To: Scott Griffith
Cc: Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com; Anthony Baxley; Dave Benevides; Mike Clarke; John Kretzer
Subject: RE: St Pete Beach PS #3 - By-Pass System

As we discussed at Tuesday's meeting, we plan to continue cleaning operations which includes shutting down station 3 twice per night (our plan hasn't changed). I was under the impression that we had agreed at Tuesday's meeting that you were going to have someone onsite that night to coordinate these activities going forward.

I am told that when City staff (Rashi Young) arrived onsite last night to initiate the shutdown, Wharton Smith was already onsite. At that time, your guy laid into Rashi for shutting down your bypass pumps. Since that was the start of last night's operations, we obviously had not yet shut anything down. This seems to imply that the pump had malfunctioned and ceased to operate on its own.

Regardless of the past few nights, I feel like this shouldn't be that complicated of an issue. We just need to work together on this as necessary, which I thought was to be accomplished Tuesday night with your presence onsite at the time the cleaning was to begin around 8-9 pm, as discussed at our progress meeting. The City is more than willing to work with your guys as necessary, we just need to get past the bad feelings that are being created between our staffs.

After thinking about this and discussing internally, I'm not sure there is a whole lot to discuss between office staffs. If you would like to meet tomorrow morning, we certainly can, but couldn't this be resolved tonight between field staffs?

Let me know your thoughts.

Thanks Scott,

Ian Wade, PE
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org
www.stpetebeach.org

From: Scott Griffith [mailto:sgriffith@whartonsmith.com]
Sent: Thursday, July 21, 2016 11:37 AM
To: Ian Wade
Cc: Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com; Anthony Baxley; Dave Benevides; Mike Clarke; John Kretzer
Subject: RE: St Pete Beach PS #3 - By-Pass System

Ian,

Tomorrow morning will work.

Tonight I will touch base with Dave to discuss tonight's work. Is the plan to shut off flow to pump station #3?

If you have any questions or need additional information please let me know.

Regards,

Scott Griffith | Assistant Project Manager

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 West La Salle Street, Tampa, FL 33607

Office: (813) 288-0068 | Cell: (404) 964-3297

From: Ian Wade [<mailto:iwade@stpetebeach.org>]

Sent: Thursday, July 21, 2016 9:37 AM

To: Scott Griffith <sgriffith@whartonsmith.com>

Cc: Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com; Anthony Baxley <abaxley@whartonsmith.com>; Dave Benevides <d.benevides@stpetebeach.org>; Mike Clarke <mclarke@stpetebeach.org>; John Kretzer <j.kretzer@stpetebeach.org>

Subject: RE: St Pete Beach PS #3 - By-Pass System

We would be happy to meet with you guys to discuss this. How about tomorrow morning at 8 am? That way we can catch Dave and his guys at the end of their night work and catch the rest of us that are starting the day.

In the meantime, we plan to continue our cleaning activities this evening. In speaking with Dave, it sounds like you guys talked and he doesn't plan to turn off your bypass pumps again.

Let me know,

Ian Wade, PE
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org
www.stpetebeach.org

From: Scott Griffith [<mailto:sgriffith@whartonsmith.com>]

Sent: Wednesday, July 20, 2016 9:40 PM

To: Ian Wade

Cc: Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com; Anthony Baxley

Subject: St Pete Beach PS #3 - By-Pass System

Ian,

On Monday July 18th, 2016, Wharton-Smith installed our by-pass system for the above mentioned project. On Tuesday morning at approximately 1AM, we received a call from our call box noting high levels within the wet wells upstream of the pump station. We responded and resolved the issue. Again on Wednesday at approximately 1AM, we received a call from our call box noting high levels. When we arrived on site we noted that our by-pass system had been turned off to facilitate the cleaning of the pipeline. A Wharton-Smith representative remained on site and was given a number to call if there were any issues at the pump station. At approximately 4AM he noted that the water level within the manhole was approximately 3" from overflowing. We called the number with no answer and in order to prevent an overflow turned on our by-pass system.

At the progress meeting on Tuesday July 19th, the pipe cleaning was discussed however Wharton-Smith was not notified that our by-pass system would be turned off.

Wharton-Smith requests a meeting with the City of St Pete Beach to discuss any ongoing maintenance that could potentially affect the operation of the by-pass system.

Regards,

Scott Griffith | Assistant Project Manager

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 West La Salle Street, Tampa, FL 33607
Office: (813) 288-0068 | Cell: (404) 964-3297

Download SPBConnect at www.stpetebeach.org/spbconnect

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

St. Pete Beach Pump Station #3

Superintendent: John Rose
Project Manager: Scott Griffith

Start Date: 02/01/16
Substantial Completion: 11/01/16
Days into Contract: 198
Days Remaining to Substantial: 76

Weather

Time: **Temp:** 90 - 100 **Precipitation:** None **Sky:** Prt Cloudy **Wind:** 00-10 MPH

Field Force Labor

	On Site Hours	Supt	Asst Supt	Proj Mngr	Proj Engr	Proj Asst	Foreman	Laborer	Other/Sub	Pipe Fitter	Pipe Layer	Carpenter	Crpnr Hlpr	Operator	Total
Company															
Wharton-Smith, Inc.	10	1					2	1				2			6

Category: G.Contractor.

Remarks: W/S - Pump Station Area.

Continue to maintain bypass system.
 Continue to maintain well point system.
 Continue installing upper deck beam rebar.

Note : 4" and 6" primary bypass pumps in manual mode at request of City to aid Nelson construction in their work.
 Fuel consumption rate is average 2 gals per hour per pump.
 Nelson work schedule is 5 to 8 hours.
 Hours today : 7

United Rentals, Inc.

0 0

Category: Bypass syst

Remarks: Not on site at this time.

PAW Demolition

0 0

Category: Demo

Remarks: Paw Demolition - Abandoned Wet Well

Personal on site :0

Scope of work : Not on site at this time.

B.L. Smith Electric, Inc.

8 1 1 2

Category: Electrical

Remarks: B.L. Smith - Elevated Platform.

Personal on site : 2

St. Pete Beach Pump Station #3

Superintendent: John Rose
Project Manager: Scott Griffith

Start Date: 02/01/16
Substantial Completion: 11/01/16
Days into Contract: 203
Days Remaining to Substantial: 71

Weather

Time: **Temp:** 90 - 100 **Precipitation:** None **Sky:** Prt Cloudy **Wind:** 00-10 MPH

Field Force Labor

	On Site Hours	Supt	Asst Supt	Proj Mngr	Proj Engr	Proj Asst	Foreman	Laborer	Other/Sub	Pipe Fitter	Pipe Layer	Carpenter	Crpnt'r Hlpr	Operator	Total
Company															
Wharton-Smith, Inc.	10	1					2	1				2			6

Category: G.Contractor.

Remarks: W/S - Pump Station Area.

Continue to maintain bypass system.
 Continue to maintain well point system.
 Finish removing concrete and metal from existing wet well.
 Began excavating for 18" pipe replacement. (see note)

Note : The 4" and 6" bypass pumps were put in manual mode to aid the work being performed by the Cities contractor Nelson on the sewer system.

Time started : 7:00 am
 Time shut off : 5:40 pm

Time total 10 hours 10 mins
 Average fuel cons : 2.5 gals per hour for the 6"
 2 per hour for the 4"

Note : While excavating to replace the 18" sewer line we located sheeting plates that were cut off at -1.49 below grade and running up to the existing 18" DIP sewer line that collapsed and we are to replace. Attempts at removing the 4 sheets ended in failure, now convinced they were abandoned for a reason we will have to go to plan B and that will add a few days to the work task. We did find an open DIP Bell end facing the wet well and upon probing found a pipe that was about 3' to 4' away from the Bell end and at a lower depth. No pipe was found while probing in the center of the 2 locations.
 We will be unable to use the trench box system due to the sheeting plates that can not be removed, we will have to remove a lot more fill which will have to be transported due to the limited space near the trench, this will add time fuel and equipment to the work task. Photos have been taken and sent to all parties that are involved.

St. Pete Beach Pump Station #3

Superintendent: John Rose
Project Manager: Scott Griffith

Start Date: 02/01/16
Substantial Completion: 11/01/16
Days into Contract: 204
Days Remaining to Substantial: 70

Weather

Time: **Temp:** 90 - 100 **Precipitation:** None **Sky:** Prt Cloudy **Wind:** 00-10 MPH

Field Force Labor

	On Site Hours	Supt	Asst Supt	Proj Mngr	Proj Engr	Proj Asst	Foreman	Laborer	Other/Sub	Pipe Fitter	Pipe Layer	Carpenter	Crpnr Hlpr	Operator	Total
Company															
Wharton-Smith, Inc.	10	1					2	1				2			6

Category: G.Contractor.

Remarks: W/S - Pump Station Area.

Continue to maintain bypass system.
 Continue to maintain well point system.
 Continue removing concrete and metal from existing wet well.
 Began excavating for 18" pipe replacement. (see note)

Note : The 4" and 6" bypass pumps were put in manual mode to aid the work being performed by the Cities contractor Nelson on the sewer system.

Time started : 10:00 am

Time shut off : 5:00 pm

Time total 7 Hours

Average fuel cons : 2.5 gals per hour for the 6"
 2 per hour for the 4"

Note : While excavating to replace the 18" sewer line we located sheeting plates that were cut off at -1.49 below grade and running up to the existing 18" DIP sewer line that collapsed and we are to replace. Attempts at removing the 4 sheets ended in failure, now convinced they were abandoned for a reason we will have to go to plan B and that will add a few days to the work task. We did find an open DIP Bell end facing the wet well and upon probing found a pipe that was about 3' to 4' away from the Bell end and at a lower depth. No pipe was found while probing in the center of the 2 locations.

We will be unable to use the trench box system due to the sheeting plates that can not be removed, we will have to remove a lot more fill which will have to be transported due to the limited space near the trench, this will add time fuel and equipment to the work task. Photos have been taken and sent to all parties that are involved. It was also noticed that the existing wet well has sheeting around it and the concrete footer is poured into it, this will cause more delays when we have to drill the penetrations for all of the future piping. Time will be noted and photo's have been taken.

Note : At around 10:30 am this morning the 6" primary pumps 90 bend clamps failed allowing around an estimated 50 gals of sewer fluid to get on the road and create a puddle. We fixed

St. Pete Beach Pump Station #3

Superintendent: John Rose
Project Manager: Scott Griffith

Start Date: 02/01/16
Substantial Completion: 11/01/16
Days into Contract: 205
Days Remaining to Substantial: 69

Weather

Time: **Temp:** 90 - 100 **Precipitation:** None **Sky:** Prt Cloudy **Wind:** 00-10 MPH

Field Force Labor

	On Site Hours	Supt	Asst Supt	Proj Mngr	Proj Engr	Proj Asst	Foreman	Laborer	Other/Sub	Pipe Fitter	Pipe Layer	Carpenter	Crpnt'r Hlpr	Operator	Total
Company															
Wharton-Smith, Inc.	12	2					2	1				2			7

Category: G.Contractor.

Remarks: W/S - Pump Station Area.

Continue to maintain bypass system.
 Continue to maintain well point system.
 Finish removing concrete and metal from wet well.
 Finish preparing wet well for FRP Liner.
 Finished setting FRP Liner.

Note : The 4" and 6" bypass pumps were put in manual mode to aid the work being performed by the Cities contractor Nelson on the sewer system.

Time started : 5:00 am
 Time shut off : 7:30 pm

Time total 14.5 Hours.
 Average fuel cons : 2.5 gals per hour for the 6"
 2 per hour for the 4"

Note : The new FRP wet well Liner did not show up until 4:00 pm the crane was on site at 2:00 pm and was off site at 6:30 pm.

United Rentals, Inc.

0 0

Category: Bypass syst

Remarks: Not on site at this time.

Pioneer Concrete Pumping of Florida

0 0

PAW Demolition



INVOICE
201352

Progressive Environmental Services, Inc.
PO Box 538498
Atlanta, GA 30353-8498
Phone: 850-234-8428
E-Mail: ar@swsenvironmental.com

BILL TO **Wharton Smith, Inc.**
Attn: Accounts Payable
125 W. Indiantown Road
Jupiter, FL 33458

LOCATION **Wharton-Smith: Vaccon Svs**
Chris Telson
3300-3324 E Debazan Ave
St Pete Beach, FL 33706

CUSTOMER NO	FEIN/CONTRACT NO	TERMS	INVOICE DATE	PAGE
10-WHA001	Chris Telson	Net 15	7/29/2016	Page 1 of 1

JOB NUMBER: SP3-607-1297

DATE	REPORT	DESCRIPTION	AMOUNT
07/15/2016	1	Personnel & Equipment	625.00

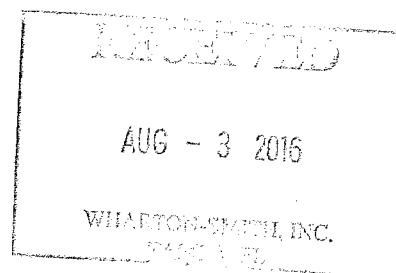
COMMENTS: Provide Vaccon Services
Contact: Chris Telson
Phone # 407-402-9164
Email: ctelson@whartonsmith.com
"St. Petersburg Division"

Subtotal	625.00
Tax	0.00
Retainage	0.00
Invoice Total	625.00

Invoiced by: Shelly L Czupryna
727-546-6193
shelly.czupryna@swsenvironmental.com

FEIN 26-3604581

A finance charge of 1.5% (18%
Annually) will be added to invoices over





October 3rd, 2016

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

Attention: Ian Wade
Re: St Pete Beach Pump Station No. 3 Rehabilitation
Subject: RFP – 05: Existing Sheeting around Wet Well

Mr. Wade,

Per the original contract documents Wharton-Smith installed an 18" gravity sewer line as well as the pump discharge piping on the west side of the existing wet well. After excavation, Wharton-Smith encountered existing sheeting not shown on the contract documents which impacted this installation. Pictures have been attached for your reference. This proposal includes all labor, materials, equipment and supervision to cut the existing sheeting for the discharge piping and 18" gravity sewer pipe. This proposal also includes filling the void space between the existing sheeting and wet well with flowable fill and core drilling three, 12" diameter holes in the existing wet well base for the electrical pump disconnect racks.

The cost associated with the changes described above is \$5,256.85.

Only the items listed above and in the summary are included in this scope of work. No cost allowance has been made for items of work not contained in this proposal, and are specifically excluded.

If you have any questions, please feel free to contact me.

Sincerely,

Scott Griffith
Assistant Project Manager

Wharton-Smith, Inc.



PROPOSAL SUMMARY

Revision 0

#	DESCRIPTION				NOTES
1	St Pete Beach Pump Station #3				
2					
3	This proposal includes all labor, material, equipment and supervision to cut the existing sheeting for the discharge piping and 18" gravity sewer pipe. This proposal also includes filling the void space between the existing sheeting and wet well with flowable fill and core drilling three, 12" diameter holes in the existing wet well base for the electrical pump disconnect racks.				
4					
5					
6					
7					
8					
9	The Contract Time Extension due to this Additional Work Scope is 0 calendar days.				
10	MATERIALS			TOTAL	
11	From Page 2			\$ 1,792.00	
12			Tax 7.00%	\$ 125.44	\$ 1,917.44
13			Fee 15.0%	\$ 287.62	\$ 2,205.06
14					\$ 2,205.06
15					
16	LABOR	HRS		AVG \$ / HR	TOTAL
17	From Page 3	28		\$ 37.44	\$ 1,048.40
18			Subtotal		\$ 1,048.40
19			Fee 15.0%	\$ 157.26	\$ 1,205.66
20					\$ 1,205.66
21					
22	TOOLS & EQUIPMENT			TOTAL	
23	From Page 4			\$ 1,219.94	
24			Tax 7.00%	\$ 85.40	\$ 1,305.33
25			Fee 15.0%	\$ 195.80	\$ 1,501.13
26					\$ 1,501.13
27					
28	SUBCONTRACTS	INV		TOTAL	
29	Trueline		3 EA, 12" Diameter Coreholes	\$ 300.00	
30					
31					
32			Subtotal		\$ 300.00
33			Fee 15.0%	\$ 45.00	\$ 345.00
34					\$ 345.00
35					
36	OTHER	QTY		REFERENCE	TOTAL
37	Extended Overhead		Days * Cost Per Day		\$ -
38	Additional Insurance	0.00%	M + L + T&E + S	\$ 5,256.85	\$ -
39	Additional Bond	0.00%	M + L + T&E + S	\$ 5,256.85	\$ -
40			Subtotal		\$ -
41			OH&P 0.0%	\$ -	\$ -
42					\$ -
43					
44	FINAL QUOTE TOTAL			TOTAL	
45				\$ 5,256.85	
46					
47				\$ 5,256.85	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendant			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
2	Sr. Superintendant			\$ 75.42	\$ 113.13	\$ -	\$ -	\$ -	
	Craft Foreman	8		\$ 38.80	\$ 58.20	\$ 310.40	\$ -	\$ 310.40	Cut existing sheeting for
	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	discharge pipe and sanitary
3	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	pipe
4	Craft Foreman	4		\$ 38.80	\$ 58.20	\$ 155.20	\$ -	\$ 155.20	Formwork around discharge
5	Carpenter	4		\$ 35.00	\$ 52.50	\$ 140.00	\$ -	\$ 140.00	pipe
6	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
7					\$ -	\$ -	\$ -	\$ -	
8	Craft Foreman	4		\$ 38.80	\$ 58.20	\$ 155.20	\$ -	\$ 155.20	Pour flowable fill
9	Carpenter	4		\$ 35.00	\$ 52.50	\$ 140.00	\$ -	\$ 140.00	
10	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
11					\$ -	\$ -	\$ -	\$ -	
12	Craft Foreman	2		\$ 38.80	\$ 58.20	\$ 77.60	\$ -	\$ 77.60	Stripforms
13	Carpenter	2		\$ 35.00	\$ 52.50	\$ 70.00	\$ -	\$ 70.00	
14	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17		28.0	0.0			\$ 1,048.40	\$ -		
18		28.0						\$ 1,048.40	
19									
20	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
21	Material Handling			0		\$ 32.00		\$ -	
22	Testing & Cleaning			0		\$ 32.00		\$ -	
23	Warranty & Punchlist			0		\$ 32.00		\$ -	
24				0				\$ -	
25									
26	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
27	VP / Regional Manager					\$ 120.00		\$ -	
28	Project Executive					\$ 100.00		\$ -	
29	Senior Project Manager					\$ 90.00		\$ -	
30	Project Manager					\$ 85.00		\$ -	
31	Project Engineer					\$ 60.00		\$ -	
32	Accountant					\$ 55.00		\$ -	
33				0.0				\$ -	
34									
35	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
36	Manhours	28.00	0.0	0.0		28.0	\$ 37.44	\$ 1,048.40	
37				28.0					
38						\$ 1,048.40			
39									



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Flowable Fill		18	CY	\$ 94.00	\$ 1,692.00	
2						\$ -	
3	Form Work		1	KS	\$ 100.00	\$ 100.00	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ 1,792.00	
33	MATERIAL SUBTOTAL					TOTAL	
34						\$ 1,792.00	
35					\$	1,792.00	

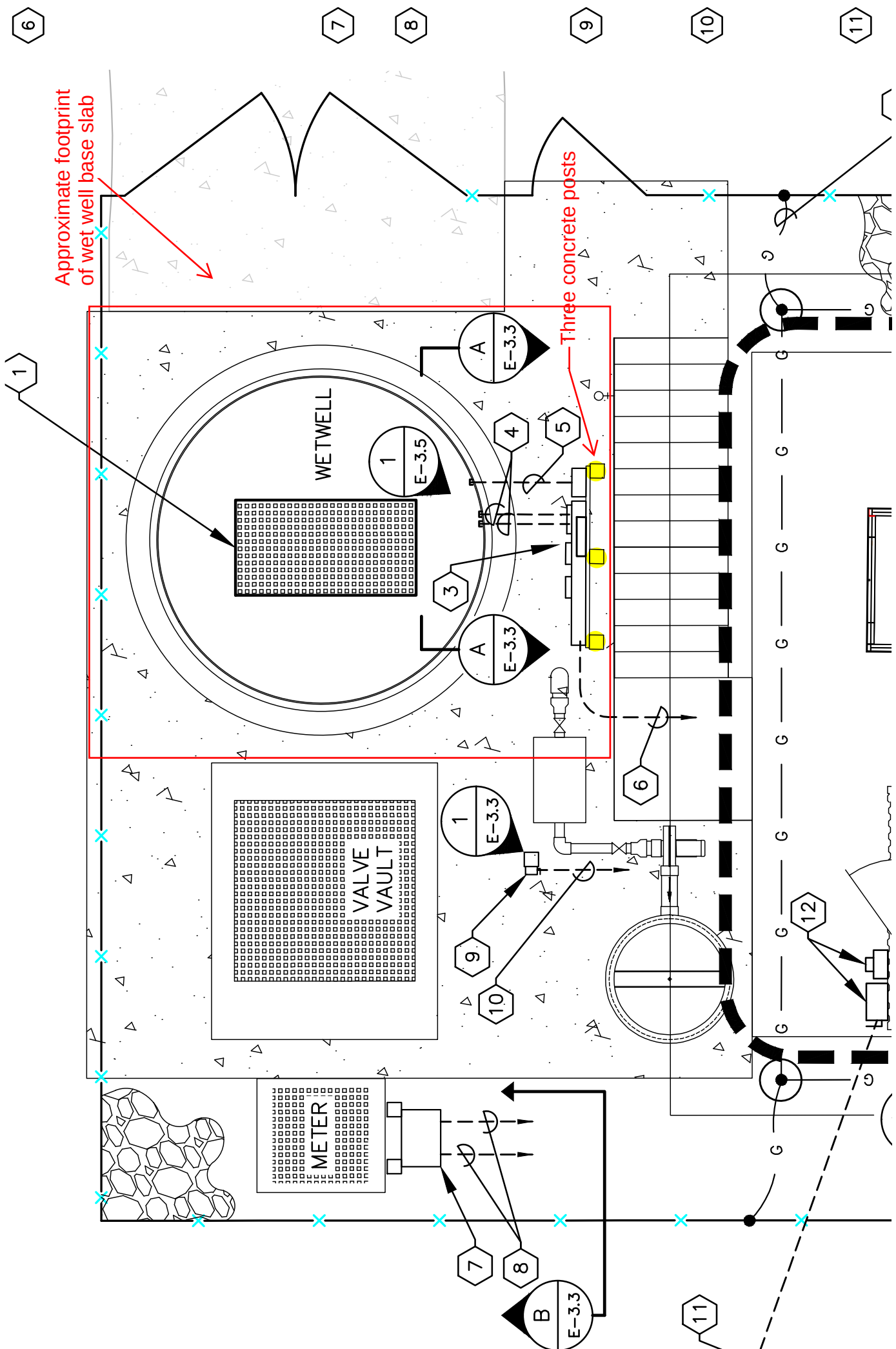


EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 1,048		4%	\$ 41.94	
2	Consumables	\$1.00 / Labor Hr	28.0		\$ 1.00	\$ 28.00	
3						\$ -	
4						\$ 69.94	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day		\$ -	
8	Dumpsters			Per Load		\$ -	
9	Heaters			Day		\$ -	
10	Rental Plates			Mths		\$ -	
11	Rubber Tire Hoe			wks		\$ -	
12						\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Concrete Pump Truck		1.00	Day	\$ 1,000.00	\$ 1,000.00	
17	Temporary Scaffolding			Day		\$ -	
18	Sump Pump			Day		\$ -	
19	Lull			Days		\$ -	
20	Backhoe			Day		\$ -	
21	Cutoff Saw			Day		\$ -	
22	150 Ton Crane			Day		\$ -	
23	240 Ton Crane			Hr		\$ -	
24	240 Ton Crane Mob/Demob			LS		\$ -	
25						\$ 1,000.00	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	8% Fueled Equipment Cost		15%	\$ 1,000.00	\$ 150.00	
29						\$ 150.00	
30							
31							
#	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 1,219.94	
34							
35						\$ 1,219.94	









True-Line Coring & Cutting of Tampa Inc.

3919 W. South Avenue - Tampa, FL 33614
Office (813) 885-4401 Fax (813) 885-4812

www.sawconcrete.com

Quote 58573

QUOTED TO:	JOB INFORMATION
WHARTON-SMITH, INC. 4912 WEST LASALLE STREET TAMPA, FL 33607-3810 (813) 288-0068 Fax: (813) 288-0371 Ordered By: JOHN ROSE	Jobsite/Project: None PO #: Job #: ST PETE BEACH PUMP STATION #3 3304 E DEBAZAN AVE ST PETE BEACH, FL Job Contact: JOHN Job Phone: (813) 927-1791 Pager/Mobile: Phone Type: General Contractor: Owner:
Needed At Site Power Take Water Elevation 3 Distance To Site: 100	

Quantity	Details	Unit	Price
1.00	***** CHANGE ORDER / ADDITIONAL HOLES ***** 2 - 12" CORE HOLES THROUGH 12" SLAB HOLES ADDED TO FIRST MOBILIZATION ON-SITE \$100 EA \$300 TOTAL MOBILIZATION #2 5 - 12" CORE HOLES IN 6 1/2" THICK BOX WALLS TOTAL \$995 CALL DIGITAL CONCRETE IMAGING (813)927-0254 FOR LOCATES LAYOUT PROVIDED BY OTHERS PRIOR TO TRUE LINE ARRIVAL \$100 CHARGE PER MAN FOR ON-SITE SAFETY ORIENTATION (IF NECESSARY)	1,295.00	1,295.00
			1,295.00

#1 HOLES TO BE DRILLED OR LINES TO BE SAWED MUST BE MARKED BY OTHERS. ALL HOLES DRILLED OR LINES SAWED WILL BE CHARGED WHETHER USED OR NOT. DAMAGE TO UTILITIES OR OBJECTS WITHIN THE CONCRETE IS BEYOND OUR CONTROL. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGE TO SAME OR THE RESISTANCE THEREOF. DAMAGE TO PROPERTY OF OTHERS BY WATER TRAVELING THROUGH EXISTING CRACKS OR OPENINGS IN THE CONCRETE IS BEYOND OUR RESPONSIBILITY.
 #2 REASONABLE AND SAFE ACCESS TO AND FROM WORK AREA GUARANTEED BY OWNER OR CONTRACTOR.
 #3 CONTRACTOR COMPANY IS NOT RESPONSIBLE FOR THE PROTECTING OR BARRICADING OF OPENINGS AFTER CUTTING OR DRILLING.
 #4 TERMS OF PAYMENT: NET 30 DAYS UPON RECEIPT OF INVOICE.
 #5 1.5% (ONE & ONE HALF PERCENT) PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.
 #6 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND CANNOT BE ALTERED WITHOUT PRIOR WRITTEN AGREEMENT.
 #7 UNUSUAL CONCRETE OR DIFFICULT SITE CONDITIONS WILL WARRANT A PRICE INCREASE.

Proposed by: Ken Clark
Date: 09/20/16

Accepted By: _____
Date: _____



October 24, 2016

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

Attention: Ian Wade

Re: St Beach Beach Pump Station No. 3 Rehabilitation

Subject: RFP – 06: Barrel Tile Roof

Mr. Wade,

Per the request made at Progress Meeting #2, the following cost proposal includes all material to furnish and install a barrel tile roof on the precast building.

The cost associated with the changes described above is \$2,300.00.

Please review the attached cost proposal and provide formal approval so we may begin procurement and execution of this work. Only the items listed above and in the summary are included in this scope of work. No cost allowance has been made for items of work not contained in this proposal, and are specifically excluded.

If you have any questions, please feel free to contact me.

Sincerely,

Scott Griffith
Assistant Project Manager

Wharton-Smith, Inc.

File C-8A



PROPOSAL SUMMARY

Revision 0

#	DESCRIPTION				NOTES
1	St Pete Beach Pump Station #3				
2	RFP-06 Barrel Tile Roof Roof shall be Hacienda style, Coronado (HA3000DB) color to match Pump Station #2. The Contract Time Extension due to this Additional Work Scope is 0 calendar days.				
3					
4					
5					
6					
7					
8					
9					
10	MATERIALS			TOTAL	
11	From Page 2			\$ -	
12			Tax 7.00%	\$ -	
13			Fee 15.0%	\$ -	
14				\$ -	
15					
16	LABOR	HRS	AVG \$ / HR	TOTAL	
17	From Page 3	0	-	\$ -	
18			Subtotal	\$ -	
19			Fee 15.0%	\$ -	
20				\$ -	
21					
22	TOOLS & EQUIPMENT			TOTAL	
23	From Page 4			\$ -	
24			Tax 7.00%	\$ -	
25			Fee 15.0%	\$ -	
26				\$ -	
27					
28	SUBCONTRACTS	INV		TOTAL	
29	Arry's Roofing Services, Inc.			\$ 2,000.00	
30					
31					
32			Subtotal	\$ 2,000.00	
33			Fee 15.0%	\$ 300.00	
34				\$ 2,300.00	
35					
36	OTHER	QTY	REFERENCE	TOTAL	
37	Extended Overhead		Days * Cost Per Day	\$ -	
38	Additional Insurance	0.00%	M + L + T&E + S	\$ 2,300.00	
39	Additional Bond	0.00%	M + L + T&E + S	\$ 2,300.00	
40			Subtotal	\$ -	
41			OH&P 0.0%	\$ -	
42				\$ -	
43					
44	FINAL QUOTE TOTAL			TOTAL	
45				\$ 2,300.00	
46					
47				\$ 2,300.00	

October 20, 2016

Wharton-Smith, Inc.
Construction Group of Choice

4912 West La Salle Street, Tampa, FL 33607
Office: (813) 288-0068 | Cell: (727) 729-0278

Job Location: St. Pete Beach

We propose labor and materials to install a new concrete tile.
Manufacturer: Hacienda style, Coronado (HA3000DB) color

- 1.) Install all new metals, valleys and dripedge with 24 gauge painted steel.
- 2.) Install one layer of self adhered tile underlayment and back nailed.
- 5.) Tiles to be installed with polyurethane adhesive throughout.
- 6.) All eaves to be installed with 24 gauge metal eave closures.
- 7.) Clean up and haul away all debris daily.
- 9.) Taxes and dump fees included.
- 10.) 1-years 100% workmanship guarantee.
- 11.) All manufacturers written warranties.
- 12.) PAYMENT TERMS: 50% upon completion of Tile Underlayment. 50% upon completion of tile installation.

PRICE **\$2,000.00** Initials _____

NOTE: The dollar amount figured is based on measurements taken from plans. Once built if the actual size varies price may be subject to change to reflect such variations.



Estimator - Arry's Roofing Services, Inc. / Date

*Customer/Owner / Date

*NOTE: I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

Scott Griffith

To: Tyler Sweetland
Subject: RE: St. Pete Beach PS #3- Question Regarding Roof for Precast Building

From: Rick Groves [<mailto:rick@leesburgconcrete.com>]
Sent: Tuesday, October 11, 2016 5:56 PM
To: Kirk Rouse; Tyler Sweetland
Cc: Shawn Thomas; George Wilson
Subject: RE: St. Pete Beach PS #3- Question Regarding Roof for Precast Building

Tyler,

Fasteners in the areas of the cable location should not penetrate into the concrete more than 1-1/4". See the approved drawings for the cable locations.

Thank you,

Rick H. Groves,
Leesburg Concrete Company. Inc.
Operations Manager



From: Kirk Rouse
Sent: Tuesday, October 11, 2016 9:46 AM
To: Tyler Sweetland <tsweetland@whartonsmith.com>
Cc: Shawn Thomas <shawn@leesburgconcrete.com>; Rick Groves <rick@leesburgconcrete.com>; George Wilson <gwilson@leesburgconcrete.com>
Subject: RE: St. Pete Beach PS #3- Question Regarding Roof for Precast Building

Tyler,

As discussed there is a post tensioned cable in the each of the roof panels. I believe you have the engineered drawings on file showing locations. As long as these are not impacted in any way I do not see any harm in attaching shingles to the roof. I've copied Rick and Shawn here for their opinion as well.

Kirk Rouse
Vice President



1335 Thomas Avenue

Leesburg, FL 34748

Office: (352) 787-4177

Cell: (352) 408-6066

Fax: (352) 787-7935

www.leesburgconcrete.com

From: Tyler Sweetland [<mailto:tsweetland@whartonsmith.com>]

Sent: Tuesday, October 11, 2016 8:21 AM

To: Kirk Rouse

Subject: St. Pete Beach PS #3- Question Regarding Roof for Precast Building

Kirk,

To follow up with our phone conversation, will installing a tile roof on a precast building have any impact on the design of the building?

Please let me know if you have any questions or concerns.

Thank you,

Tyler Sweetland | Project Engineer Intern

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 West La Salle Street, Tampa, FL 33607

Office: (813) 288-0068 | Cell: (727) 729-0278



October 25th, 2016

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

Attention: Ian Wade

Re: St Beach Beach Pump Station No. 3 Rehabilitation

Subject: RFP – 07: Palm Trees

Mr. Wade,

As requested per an email dated October 10th, 2016, the following cost proposal includes all labor, supervision, material and equipment to demo three existing palm trees. Also included in this proposal is a credit to not relocate the three existing palm trees as noted on the Contract Documents.

The credit associated with the changes described above is (\$1063.82).

Please review the attached cost proposal and provide formal approval so we may begin procurement and execution of this work. Only the items listed above and in the summary are included in this scope of work. No cost allowance has been made for items of work not contained in this proposal, and are specifically excluded.

If you have any questions, please feel free to contact me.

Sincerely,

Scott Griffith
Assistant Project Manager

Wharton-Smith, Inc.

File C-8A



PROPOSAL SUMMARY

Revision 0

#	DESCRIPTION				NOTES
1	St Pete Beach Pump Station #3				
2	RFP-07 Palm Trees Proposal includes all labor, material, supervision and equipment to demo three existing palm trees. Also included in this proposal is a credit to not relocate the three existing palm trees as noted on the Contract Documents. The Contract Time Extension due to this <u>Additional Work Scope</u> is 0 calendar days.				
3					
4					
5					
6					
7					
8					
9					
10	MATERIALS			TOTAL	
11	From Page 2			\$ -	
12			Tax 7.00%	\$ -	
13			Fee 15.0%	\$ -	
14				\$ -	
15					
16	LABOR	HRS	AVG \$ / HR	TOTAL	
17	From Page 3	8	-	\$ 295.20	
18			Subtotal	\$ 295.20	
19			Fee 15.0%	\$ 44.28	
20				\$ 339.48	
21					
22	TOOLS & EQUIPMENT			TOTAL	
23	From Page 4			\$ 810.00	
24				Tax 7.00%	\$ 56.70
25				Fee 15.0%	\$ 130.01
26				\$ 996.71	
27					
28	SUBCONTRACTS	INV		TOTAL	
29	Turner Tree and Landscape		Credit for relocation of palm trees	\$ (2,400.00)	See attached quote
30					
31					
32			Subtotal	\$ (2,400.00)	
33			Fee 15.0%	\$ -	
34				\$ (2,400.00)	
35					
36	OTHER	QTY	REFERENCE	TOTAL	
37	Extended Overhead		Days * Cost Per Day	\$ -	
38	Additional Insurance	0.00%	M + L + T&E + S	\$ (1,063.82)	
39	Additional Bond	0.00%	M + L + T&E + S	\$ (1,063.82)	
40			Subtotal	\$ -	
41			OH&P 0.0%	\$ -	
42				\$ -	
43					
44	FINAL QUOTE TOTAL			TOTAL	
45				\$ (1,063.82)	
46					
47				\$ (1,063.82)	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendant			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
2	Sr. Superintendant			\$ 75.42	\$ 113.13	\$ -	\$ -	\$ -	
3					\$ -	\$ -	\$ -	\$ -	
4	Craft Foreman	4		\$ 38.80	\$ 58.20	\$ 155.20	\$ -	\$ 155.20	
5	Carpenter	4		\$ 35.00	\$ 52.50	\$ 140.00	\$ -	\$ 140.00	
6	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
7					\$ -	\$ -	\$ -	\$ -	
8	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
9	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
10	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
11					\$ -	\$ -	\$ -	\$ -	
12	Craft Foreman			\$ 38.80	\$ 58.20	\$ -	\$ -	\$ -	
13	Carpenter			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
14	Laborer			\$ 32.29	\$ 48.44	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17		8.0	0.0			\$ 295.20	\$ -		
18		8.0						\$ 295.20	
19									
20	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
21	Material Handling			0		\$ 32.00		\$ -	
22	Testing & Cleaning			0		\$ 32.00		\$ -	
23	Warranty & Punchlist			0		\$ 32.00		\$ -	
24				0				\$ -	
25									
26	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
27	VP / Regional Manager					\$ 120.00		\$ -	
28	Project Executive					\$ 100.00		\$ -	
29	Senior Project Manager					\$ 90.00			
30	Project Manager					\$ 85.00		\$ -	
31	Project Engineer					\$ 60.00		\$ -	
32	Accountant					\$ 55.00		\$ -	
33				0.0				\$ -	
34									
35	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
36	Manhours	8.00	0.0	0.0		8.0	\$ 36.90	\$ 295.20	
37						8.0			
38							\$	295.20	
39									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 295		0%	\$ -	
2	Consumables	\$1.00 / Labor Hr	8.0		\$ -	\$ -	
3						\$ -	
4						\$ -	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day		\$ -	
8	Dumpsters			Per Load		\$ -	
9	Heaters			Day		\$ -	
10	Rental Plates			Mths		\$ -	
11	Rubber Tire Hoe			wks		\$ -	
12						\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Core Machine			Day		\$ -	
17	Temporary Scaffolding			Day		\$ -	
18	Sump Pump			Day		\$ -	
19	Lull			Days		\$ -	
20	Mini Excavator		1.00	Day	\$ 750.00	\$ 750.00	
21	Cutoff Saw			Day		\$ -	
22	150 Ton Crane			Day		\$ -	
23	240 Ton Crane			Hr		\$ -	
24	240 Ton Crane Mob/Demob			LS		\$ -	
25						\$ 750.00	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	8% Fueled Equipment Cost		8%	\$ 750.00	\$ 60.00	
29						\$ 60.00	
30							
31							
#	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 810.00	
34							
35						\$ 810.00	

Scott Griffith

From: Ian Wade <iwade@stpetebeach.org>
Sent: Monday, October 10, 2016 2:01 PM
To: Scott Griffith; Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com
Cc: Vicki Baker; John Rose; Brenda Folsom
Subject: RE: 15117 - St Pete Beach PS #3 - RFI-15

Scott

Could you provide us with a (credit) quote to eliminate planting of the 3 trees from the scope all together? This quote would include just demo of the existing trees.

Ian Wade, PE
City Engineer
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org
www.stpetebeach.org

From: Scott Griffith [mailto:sgriffith@whartonsmith.com]
Sent: Friday, October 07, 2016 1:26 PM
To: Jordan.Walker@kimley-horn.com; Shelby.Hughes@kimley-horn.com
Cc: Ian Wade; Vicki Baker; John Rose; Brenda Folsom
Subject: 15117 - St Pete Beach PS #3 - RFI-15

Jordan,

Please see attached.

If the City would like to meet on site to go over locations please let me know.

Regards,

Scott Griffith | Assistant Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 West La Salle Street, Tampa, FL 33607
Office: (813) 288-0068 | Cell: (404) 964-3297

Download SPBConnect at www.stpetebeach.org/spbconnect

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Ian Miller [<mailto:ian@turnertree-landscape.com>]
Sent: Monday, August 01, 2016 8:47 AM
To: Tony Feria-Pereira <tferia@whartonsmith.com>
Subject: RE: 15-117 St. Pete Beach PS # 3- Tree Transplanting/relocation

Good morning Tony,

I can write you a Proposal, here is the breakdown.

(3) Palms 1x relocation on same Property x \$800 ea = \$2,400.00

Includes (1) time watering provided water is readily available onsite.

No guarantee on Transplanted trees

Please let me know if you would like a Proposal for this work.

Thank you

Ian Miller

Chief Estimator

Turner Tree and Landscape

2504 64th St Court E

Bradenton, FL 34208

PH: 941-745-2101 X135

Fax: 941-747-6421



Certification #FL-6691A



From: Tony Feria-Pereira [<mailto:tferia@whartonsmith.com>]

Sent: Wednesday, July 27, 2016 11:13 AM

To: Judy Peterson

Cc: Ian Miller

Subject: 15-117 St. Pete Beach PS # 3- Tree Transplanting/relocation

Good morning,

I would like to request a quote for the relocation of tree palm trees (approximately 40' high). If you recommend that is easier to replace with new palm trees, please provide an alternative price. I have attached some of the site pictures and plans to the location of relocation. If you have any concerns or question, please feel free to give me call.

Thank you,

Tony Feria| Project Engineer-Intern

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

Office:

4912 West La Salle Street, Tampa, FL 33607

Office: (813) 288-0068 Ext.315| Cell: (813) 409-5081

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$15,918.75 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City's contractor, Underground Information Technologies, Inc. (UIT), has nearly completed the cleaning and televising of our entire wastewater collection system as part of our ongoing Inflow & Infiltration (I & I) study.

Among the sections yet to be completed is a substantially obstructed section of 21 inch trunk line on Gulf Boulevard. In order to accomplish the cleaning of this line and minimize delays and the likelihood of another sanitary sewer overflow, the City enlisted the services of FCS, Inc. to pump wastewater from manholes in support of UIT's crew. Had the City not elected to enlist FCS, Inc. for this assistance, this line would have remained obstructed for months to come, making the likelihood of an overflow high.

The City selected FCS, Inc. to provide this service based on the recent experience they have with following our Standard Operating Procedure for this type of pumping activity. Further, in response to the City's indication of the urgency to maintain cleaning operations in light of the eminent potential for sanitary sewer overflows due to the ongoing rainy season, FCS indicated that they had immediate truck availability. Based on these criteria, we are requesting a one-time waiver of the City's bid requirements for a Purchase of this type.

Funding: CIP – Wastewater I & I Repairs

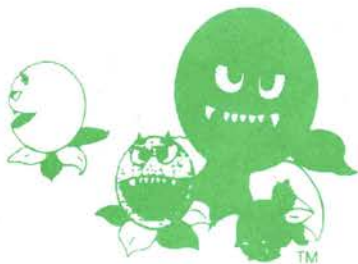
**Requested
Motion:**

"I move to authorize the City Manager to enter into a purchase agreement with FCS, Inc for \$15,918.75 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines."

Attachments: Invoice #326191 and 327620

**Reviewed by
City Manager:**

WS

**FCS INC.****Go Green with the FCS Team**Recycling GT Waste & Yellow Oil
PERMIT # PCH0004-07/17 LIC # CFC056982

INVOICE # 326191

REMIT TO:3813 126th Avenue N., Suite 13
Clearwater, FL 33762
(727) 576-1111 24 Hr Emg.

ACCOUNT # 344

NAME
ADDRESS
CITY
STATECity of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

PO#	WO#	PHONE NUMBER	CK. #	CREDIT CARD	C.O.D.	NET 10			
		727-224-482		*					
PUMPINGS	JETTINGS	CAR WASH	TRAPS	INTERCEPTORS	LIFTSTATION	DRAINFIELD	SEPTIC	OB	PAY THIS AMOUNT
J. Kretzer@StPetebeach.org									#5681 ²⁵
COMMENTS									
Baffle intact and unobstructed [] NA [] Yes [] Needs Repair									
Cover secure & in good condition [] Yes [] Needs Repair									
Inlet/outlet pipes intact and in place [] Yes [] Needs Repair									
Walls & bottom in good condition [] Yes [] Needs Repair									
TOTAL									#5681 ²⁵

Interceptor T-1 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch, Total Depth: _____
Condition: T-2 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ Time In _____ Out _____
T-3 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ AM/PM AM/PM

DRIVER: _____ DECAL # _____ TAG# _____ Volume Pumped (_____)

Ian Wade
363-9254

Location: Gulf winds Drive / Gulf Blvd.

See Attached

9/7/2016 to 9/9/2016
Thank you -

Customer Signature:

Jeff Mortimer

Date:

9/26/2016

Print Customer Name:

Driver Signature:

Date:

CERTIFICATION: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device or the Jurisdiction Utilities wastewater collection system. I understand that falsification of this information is a violation of the Jurisdiction Utilities Ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein (PCCS #126-613).

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action.

Discharge Approval: On this date _____ and time _____, the waste listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facility: _____

Operator Signature:

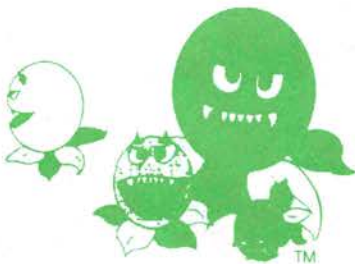
Disposal Manifest #

Comments:

UNIFIED MANIFEST • Retain this form at least 3 years in your files.

City of St. Pete Beach

Wednesday 9/7/16						
Truck & Man						
7:00am-4:30pm	Greg	9.5	x	\$225.00	=	\$2,137.50
Thursday 9/8/16						
7:45am-3:15pm	Greg	7.5	x	\$225.00	=	\$1,687.50
Friday 9/9/16						
7:15am-3:30pm	Greg	8.25	x	\$225.00		\$1,856.25
				Total	=	\$5,681.25

**FCS INC.****Go Green with the FCS Team**Recycling GT Waste & Yellow Oil
PERMIT # PCH0004-07/17 LIC # CFC056982

INVOICE # 327620

REMIT TO:3813 126th Avenue N., Suite 13
Clearwater, FL 33762
(727) 576-1111 24 Hr Emg.

ACCOUNT # 344

NAME
ADDRESS
CITY
STATECity of St Pete Beach
155-Corey Avenue
St Pete Beach, FL 33706

PO# WO#	PHONE NUMBER	CK. #	CREDIT CARD	C.O.D.	NET 10				
	727-224-4182		*						
PUMPINGS	JETTINGS	CAR WASH	TRAPS	INTERCEPTORS	LIFTSTATION	DRAINFIELD	SEPTIC	OB	PAY THIS AMOUNT
J. Kretzer @ StPetebeach.org									#10,237 ⁵⁰

COMMENTS	Baffle intact and unobstructed	[] NA	[] Yes [] Needs Repair
	Cover secure & in good condition	[] Yes [] Needs Repair	
	Inlet/outlet pipes intact and in place	[] Yes [] Needs Repair	
	Walls & bottom in good condition	[] Yes [] Needs Repair	

TOTAL \$10,237⁵⁰

Interceptor T-1 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch, Total Depth: _____
Condition: T-2 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ Time In _____ Out _____
T-3 Grease Cap: _____ Est. Inch, Bottom Solids: _____ Est. Inch Total Depth: _____ AM/PM AM/PM

DRIVER: _____ DECAL # _____ TAG# _____ Volume Pumped (_____)

Monday 9-12-16

Week of 9-12-2016 thru 9-16-2016
See attached727-434-90926
Jahn

Customer Signature:

Thank You !!

Date:

9/26/2016

Print Customer Name:

Driver Signature:

Date:

CERTIFICATION: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device or the Jurisdiction Utilities wastewater collection system. I understand that falsification of this information is a violation of the Jurisdiction Utilities Ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein (PCCS #126-613).

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action.

Discharge Approval: On this date _____ and time _____, the waste listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facility: _____

Operator Signature:

Disposal Manifest #

Comments:

UNIFIED MANIFEST • Retain this form at least 3 years in your files.

City of St. Pete Beach

Monday 9/12/16						
Truck & Man						
7:15am-4:00pm	Greg	8.75	x	\$225.00	=	\$1,968.75
Tuesday 9/13/16						
7:15am-4:30pm	Greg	9.25	x	\$225.00	=	\$2,081.25
Wednesday 9/14/16						
7:00am-4:30pm	Greg	9.5	x	\$225.00		\$2,137.50
Thursday 9/15/16						
7:00am-4:00pm	Greg	9	x	\$225.00		\$2,025.00
Friday 9/16/16						
7:00am-4:00pm	Greg	9	x	\$225.00		\$2,025.00
				Total	=	\$10,237.50

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

Issue

Considered: Authorize the City Manager to sign a Grant Agreement with the Florida Department of Environmental Protection Division of Water Restoration Assistance to provide \$500,000 in financial assistance for the Blind Pass Road Stormwater Redesign and Roadway Reconstruction Project.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Works Director

**Summary
Of Issue:**

The Florida Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement is providing \$500,000 in financial assistance for the City's upcoming Blind Pass Road Reconstruction Project.

The grant agreement, which requires execution by the City Manager, is attached to this Agenda Report.

**Requested
Motion:**

"I move to approve Resolution No. 2016-08 Resolution No. 2016-13 approving the form of Economic Development Transportation Project Fund Agreement; authorizing the execution and delivery of the funding agreement by the City Manager providing ownership, operation, and maintenance for the upcoming Blind Pass Road Redesign project.

Attachments: FDEP Fund Agreement

**Reviewed by
City Manager:**

WS

DEP AGREEMENT NO. LP52064

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF ST. PETE BEACH, whose address is 155 Corey Ave., St. Pete Beach, Florida 33706 (hereinafter referred to as "Grantee"), a local government to provide financial assistance for the Blind Pass Road Stormwater Redesign. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until **December 31, 2018** inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee shall be eligible for reimbursement for work performed on or after **July 1, 2016** through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **\$500,000**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
 - i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price

negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

Agreements, or other legal instrument documenting acquired property interest and/or rights.

- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the

delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school

district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Catherine Florko, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3601	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2979
E-mail Address:	Catherine.florko@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Ian Wade, P.E., or Successor	
City of St. Pete Beach	
155 Corey Ave.	
St. Pete Beach, Florida 33706	
Telephone No.:	727-363-9254
Fax No.:	727-363-9249
E-mail Address:	iwade@stpetebeach.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

Paragraph Reserved.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF ST. PETE BEACH

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
*Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Catherine Florko, DEP Grant Manager

Dena VanLandingham, DEP, QC Approval

FEID No.: 59-6000423

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Blind Pass Road Stormwater Redesign.

PROJECT LOCATION: The Project will be located in the Blind Pass Road neighborhood, which is located within the City of St. Pete Beach in Pinellas County, Florida. The project is the section of Blind Pass Road between Gulf Boulevard and 75th Avenue (see Figure 1).

PROJECT BACKGROUND: In 2012, the City of St. Pete Beach (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) update in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements in the Blind Pass Road neighborhood area were identified as one of the top priorities in the City. Based on this determination, the City completed a drainage analysis for the Blind Pass Road area on May 14, 2013. This analysis provided the recommendations which included drainage improvements to Blind Pass Road and adjacent drainage basins. Based on these recommendations, the City authorized Michael Baker, Inc. to begin design of the Blind Pass Road Stormwater Redesign (and roadway reconstruction) Project. Over the past few years, this project has seen several iterations of design alterations to address the geometric and aesthetic suggestions of residents. The City anticipates the completion of design by the end of 2016.

The 2016 Florida Legislature appropriated \$500,000 for this project to the City of St. Petersburg Beach. However, the name of the city was officially changed to the City of St. Pete Beach in 1994. The City has also secured a matching funds grant from Southwest Florida Water Management District (SWFWMD) for this project in the amount of \$311,734.

PROJECT DESCRIPTION: The Grantee intends to upgrade the existing infrastructure in the Blind Pass Road neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan Update. While subject to final engineering design, the proposed stormwater improvements will consist of significantly upsizing the existing stormwater collection, conveyance, and discharge (outfall) system under Blind Pass Road to not only accommodate the flow at this location, but also provide adequate conveyance capacity to allow the City to tie adjacent drainage basins into the new pipes under Blind Pass Road, reducing flooding at all of these locations as described in the SWMP update (tie-in of the adjacent basins is not included in the scope of this project). These improvements will also include upsized outfall pipes and a nutrient/sediment reducing baffle box with tidal control device. Proposed improvements will provide a level of service that limits flooding during the 25-year, 24-hour storm event along with addressing tidal flooding issues and installing BMPs to improve water quality.

The project will also include the replacement of sanitary sewer, reclaimed water, and potable water lines under Blind Pass Road, undergrounding of overhead utility infrastructure, and complete roadway reconstruction. The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task #1: Construction

Task Description: The Grantee will construct Blind Pass Road Stormwater Redesign in accordance with the final design and required permits. While construction activities described above and covered under this Agreement are the lone phase of construction for this project, the City does anticipate subsequent smaller projects to tie in the adjacent drainage basins to the system being constructed. Again, these tie-ins are not part of this project, but may warrant future requests for similar funding.

Deliverable 1A: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 30 days prior to each payment request and may be submitted no more frequently than quarterly on the 1st day of month.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarterly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1B: Blind Pass Road Stormwater Redesign constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	7/1/16	9/1/18	
1A	Interim Deliverables			No more frequently than quarterly.
1B	Final Deliverable			10/1/18

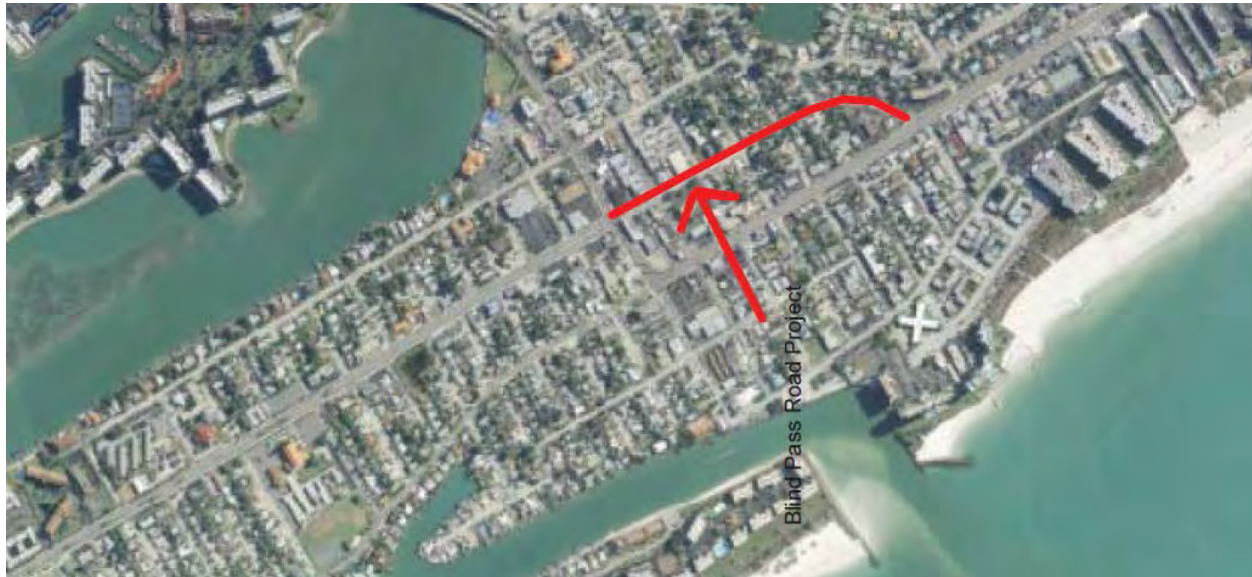
BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$500,000
	Total	\$500,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$500,000
Total:	\$500,000

Figure 1 – Project Location



ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable

Task Budget

Number(s): _____

Amount: \$ _____ -

Grantee:

(Name & Mailing

Address)

Grantee Contact:

(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:	Payment Request No.:						
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
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Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to Beaches_Funding@dep.state.fl.us. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: Beach_Funding@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP52064_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Catherine Florko, Phone 850.245.2979

catherine.florko@dep.state.fl.us

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP52064		
Grantee Name:	City of St. Pete Beach		
Grantee Address:	155 Corey Avenue, St. Pete Beach, Florida 33706		
Grantee's Grant Manager:	Ian Wade, P.W.	Telephone No.:	727.363.9232
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.			
<u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52064 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date _____

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	General Appropriations, Chapter 2016-66, L.O. F.; Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration And Wastewater Projects

Total Award				\$500,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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

Issue Considered: Authorize the City Manager to prequalify Ajax Paving Industries of Florida, LLC, Gibbs & Register, Inc., Pepper Contracting Services, Inc., Gator Grading and Paving, Inc., and David Nelson Construction Company to provide General Contractor services for the Blind Pass Road Reconstruction project.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary of
Issue:**

On October 18th, 2016, the City published a Request for Qualifications (RFQ) to receive a Statement of Qualifications (SOQ) package from qualified firms capable of providing General Contractor services for the Blind Pass Road Reconstruction Project. Each interested General Contractors submitted a SOQ application package which included an overview of the firm (profile), similar project experience, legal and safety records, project and credit references, and financials (insurance, bonding capacity, and revenue).

On November 8th, 2016, the City received SOQ's from five firms. After a review by City staff, all five firms were determined to be qualified to provide General Contractor services.

Funding: CIP – Blind Pass Road Reconstruction Project

**Requested
Motion:**

“Authorize the City Manager to prequalify Ajax Paving Industries of Florida, LLC, Gibbs & Register, Inc., Pepper Contracting Services, Inc., Gator Grading and Paving, Inc., and David Nelson Construction Company to provide General Contractor services for the Blind Pass Road Reconstruction project.”

**Reviewed by
City Manager:**

_____*WS*_____

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

Issue Considered: Approval of payment to Pinellas County Supervisor of Elections in the amount of \$10,380.12 to conduct the March 14, 2017 municipal election

Date: December 12, 2016

Prepared By: Rebecca Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: The Pinellas County Supervisor of Elections has submitted an invoice for the March 14, 2017 municipal election. Invoice No. 13786 includes an election administration fee, poll worker salaries, equipment, ballots, ballot kits, etc. for the mayor seat and the commissioner seats in Districts 2 and 4.

At the conclusion of the election process, the expenses will be finalized and the County will either reimburse the City for any over-payment or submit an additional invoice for the unanticipated costs.

Funding: Election Expense, Account 001-5101-512-5493

Requested Motion: "I move to authorize the City Manager to submit payment in the amount of \$10,380.12 to Pinellas County Supervisor of Elections to conduct the March 14, 2017 municipal election."

Attachments: PCSOE Invoice #13786

**Reviewed by
City Manager:** _____ WS

**Pinellas County Supervisor of Elections**

13001 Starkey Road

Largo, FL 33773

Phone: 727-464-6108

Fax: 727-453-3058

Invoice

Date	Invoice #
10/7/2016	13786

Bill To

City of St. Pete Beach

Attn: City Clerk

155 Corey Avenue

St. Pete Beach, FL 33706-1701

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	City of St. Pete Beach - Municipal Elections - March 14, 2017		
7,879	Election Administration Fee - 7,879 registered voters	0.40	3,151.60
2	Polling Place Rent	50.00	100.00
16	Poll Worker Salaries	173.125	2,770.00
10	Equipment Delivery	31.00	310.00
4,200	Precinct Ballots	0.22	924.00
50	Provisional Ballots	0.22	11.00
10	Duplicate Ballots	0.40	4.00
20	Test Ballots	0.40	8.00
3,303	Mail Ballot Kits	0.90	2,972.70
99	Replacement Ballot Kits	1.30121	128.82
		Total	\$10,380.12

INVOICE PAYMENT APPROVAL

VENDOR NUMBER

02102

DATE RECEIVED

11/21/16

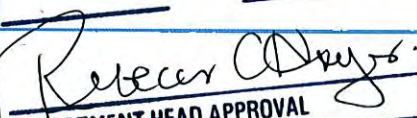
ACCOUNT #

001-5101-512

AMOUNT \$

10,380.12

5493



DEPARTMENT HEAD APPROVAL

Balance Due \$10,380.12

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Alto Construction Company, Inc. in the amount of \$33,192.50 for the 37th Avenue Pavement Repairs.

Date: December 12th, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

During Tropical Storm Hermine, the City's wastewater system was inundated with rain water and tidal surges. As a result, the system experienced overflows at several locations throughout the City, including near the intersection of 37th Avenue and El Centro Street. In order to minimize the volume of these overflows, the City enlisted the services of several septic truck companies to pump from the surcharged manhole and transport excess flow directly to our master pump station. As a result of the high number of trucks which traveled 37th Avenue and the lean pavement section in this area, the block between El Centro Street and Gulf Boulevard experienced structural roadway failure.

On November 10th, 2016, the City received sealed bids from three contractors to perform the pavement repairs. After a review of the lump sum prices provided, Alto Construction, Inc. was determined to be the lowest qualified bidder. The results are summarized in the attached bid tabulation.

Funding: CIP – Street Rehabilitation FY2017 with potential reimbursement from FEMA

Requested Motion: “I move to authorize the City Manager to enter into a purchase agreement with Alto Construction Company, Inc. in the amount of \$33,192.50 for the 37th Avenue Pavement Repairs.”

Attachments: Bid Tabulation
Purchasing Agreement

**Reviewed by
City Manager:** WS



Bid Results - 37th Avenue Pavement Repair

11/10/16

Item	Alto	Gator	RAM
Maintenance of Traffic (MOT)	\$ 5,000.00	\$ 35,500.00	\$ 500.00
Full Depth Pavement Rreplacement	\$ 10,809.00	\$ 15,750.00	\$ 15,750.00
Excavate and Replace Subgrade	\$ 17,388.50	\$ 43,650.00	\$ 18,450.00

Total \$ 33,197.50 \$ 94,900.00 \$ 34,700.00

Unit Rates	Alto	Gator	RAM
D Curb	\$ 18.50	\$ 50.00	\$ 46.50
A Curb	\$ 21.50	\$ 50.00	\$ 46.50
4 Inch Sidewalk Replacement	\$ 9.00	\$ 12.00	\$ 43.25

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Alto Construction Company, Inc.
37th Avenue Emergency Pavement Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Alto Construction Company, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than February 15, 2016 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$33,192.50, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods

specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Alto Construction Company, Inc.
Attn.: Chris Stephens
4102 Causeway Blvd.
Tampa, FL 33619

As to CITY:

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

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

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

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

[signature page to follow]

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

Alto Construction Company, Inc.:

Signature: Robert A. King

By: Robert A. King

Its: General Manager

Date: November 30th 2016

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in paving and roadway repairs and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "37TH AVEUNE EMERGENCY PAVEMENT REPAIR"

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFB, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "37TH AVENUE EMERGENCY PAVEMENT REPAIR"

COMPANY: Alto Construction Co., Inc.

DATE: 11/10/16

ADDRESS: 4102 Causeway Blvd., Tampa, FL 33619

PHONE: 813-241-2586

BY:

(SIGNATURE)

NAME:

Chris Stephens, Project Manager

(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 10th day of November, 2016

(Notary Public)

(My Commission Expires)



ELIZABETH JONES

MY COMMISSION # FF 155917

EXPIRES: October 22, 2018

Bonded Thru Budget Notary Services

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

BID SCHEDULE

	Description	EST QTY	UNIT	UNIT RATE	TOTAL
1	MOT	5	DAY	1000. ⁰⁰	5000. ⁰⁰
2	Full Depth Pavement Replacement – 3" Thick	450	SY	24.02	10,809. ⁰⁰
3	Excavate and Replace Subgrade (Aggregate Base, 10" Thick)	450	SY	38.63	17,383. ⁵⁰
TOTAL					
Unit Rates					
	D Curb		LF	18. ⁵⁰	
	A Curb		LF	21. ⁵⁰	
	4 Inch Sidewalk Replacement		SF	9. ⁰⁰	

TOTAL

33,192.⁵⁰



RFB for 37th Avenue Emergency Pavement Repair

November 8, 2016

Addendum 1: Clarification to bid schedule

*Please insert an estimated quantity of **5 days of MOT** to allow for the calculation of total cost for this line item as well as for the total of the three line items presented in the base bid. Note that this is merely an assumption to be used for the sake of bid comparison as the City plans to issue the contract based on the unit rates submitted, with final invoiced totals reflecting actual quantities provided.*

Due to the proximity of this Addendum to the due date, the City will apply the estimated quantity of 5 days of MOT to any bids received which do not include a quantity (as one was not provided in the original RFB) for the sake of bid comparison.

This Addendum does not change the due date and time for this solicitation (November 10th, 2016 at 10:00 AM).



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
UNDERGROUND UTILITIES STATE LICENSE NUMBER CUC057257

GENERAL BACKGROUND INFORMATION

1. Legal Name and Address:

- a. Alto Construction Co., Inc. (Alto)
- b. Address:
4102 Causeway Blvd., Tampa, FL 33619
- c. Corporate Officer and Title:
Stewart G. Smith, Owner & President
- d. Telephone: (813) 241-2586 Fax: (813) 241-4117

2. General Information:

- a. Type of Company: Corporation
- b. Date of Incorporation: 8/10/1984
- c. State of Incorporation: Florida
- d. Years in Business: Since 1978
- e. Other names organization has operated: N/A
- f. Counties of Operation: Hillsborough, Pinellas, Pasco, Polk (Greater Tampa Bay Community)
- g. Name(s) of individual(s) to oversee projects: Chris Palamidis, Director of Operations
- h. Number of employees: Approximately 75
- i. Licenses: CUC057257 (Underground Utilities & Excavation)
Underground Fire Protection Systems
RX0061874 Hillsborough County Paving
- j. Insurance Coverage (General Liability): \$1,000,000 (Gen.) \$2,000,000 (Agg.), \$5,000,000 (Umb.)
- k. Work Comp: \$1,000,000
- l. Bondable Program: \$9,000,000 Single Size; \$18,000,000 Aggregate
- m. Bond Rate: 1.85-2.5% based on Contract Value
- n. Surety Company and Agent: Berkley Insurance Co.
Agent: Dan Wagner, Wagner Bonding & Insurance
(P) 863-859-9823 / (F) 863-815-1864
- o. NAICS Codes: 237310, 237110, 238910 and 238990

3. Annual Sales:	2015 \$14.5M	2012 \$12.6M	2009 \$8.4M	2006 \$30.6M
	2014 \$12.8M	2011 \$5.5M	2008 \$13.8M	2005 \$21M
	2013 \$11.8M	2010 \$8.8M	2007 \$15.8M	2004 \$14.2M

- 4. Scope of work: Complete site development [i.e. clearing, grubbing, erosion control, earthwork, basework, underground utilities (storm, sewer, water, fire), asphalt paving & maintenance, pavement striping, concrete pavement & sidewalks, and curbing].



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
UNDERGROUND UTILITIES STATE LICENSE NUMBER CUC057257

Contractor References

HCBeck, Ltd.

Jake Emerson, Project Manager
220 W. 7th Ave.
Tampa, FL 33602
P: (813) 282-3900 | F: (813) 288-0188
E: jakeemerson@beckgroup.com

Scherer Construction of West Florida

Jim Crookston
2152 14th Circle North
St. Petersburg, FL 33713
P: (727) 321-8111 | F: (727) 327-1803
E: jimcrookston@schererwfl.com

J.O. DeLotto & Sons, Inc.

Doug Littrell
924 E. Busch Blvd.
Tampa, FL 33612
P: (813) 935-2191 | F: (813) 935-2456
E: dlittrell@delotto.com

Cutler & Associates, Inc.

Chris Norton
8918 Brittany Way
Tampa, FL 33619
P: (813) 637-8883 | F: (813) 637-8884
E: cnorton@cutlerdb.com

Engineer References

Surak Engineering

Brian Surak, P.E.
3710 W. Horatio Street
Tampa, FL 33609
C: (813) 244-5136

Key Engineering

Keith Bachmann, P.E.
4562 Rutledge Dr.
Palm Harbor, FL 34685
P: (727) 781-1111 | F: (727) 781-1112

Hamilton Engineering

Lucas Carlo, P.E.
311 N. Newport Avenue
Tampa, FL 33606
P: (813) 250-3535 | F: (813) 250-3636

Mills and Associates, Inc.

Larry Mills, P.E.
3242 Henderson Blvd., Ste. 300
Tampa, FL 33609
P: (813) 876-5869 | F: (813) 870-0317

Financial / Trade References

The Bank of Tampa

David Feeman
601 N. Bayshore Blvd.
Tampa, FL 33606
(813) 872-1216

Cherry, Bekaert & Holland, LLP [CPA]

Bill Ferlita
401 E. Jackson St., Suite 3400
Tampa, FL 33602
(813) 251-1010

Ferguson Waterworks

Contact: Colby Upthegrove
(813) 627-1240

AJAX Paving Industries

Contact: Jamie Simmons
(941) 486-3600

Tampa Pavement Constructors

Contact: Mike Perez
(813) 990-8949



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
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Major Site Projects currently in progress:

Project Name (*Client*)

Academy of Holy Names Performing Arts Center (*The Beck Group*)

Owner: Sisters of the Holy Names of Jesus & Mary - New York, Inc.

Architects: Harvard Jolly Architects

Bonded: No Percent Complete: 37%

Estimated Completion Date: January 2017

Contract Amount: \$421,474

Scope of Project: Sitework, Utility & Paving

Contact: Jake Emerson (813) 282-3900; jakeemerson@beckgroup.com

Alto Project Manager: Robert King

All American Container (*Marcobay Construction, Inc.*)

Owner: IDI Gazeley - Brookfield Logistics Properties

Engineers: Cabre Engineering, LLC

Bonded: No Percent Complete: 57%

Estimated Completion Date: February 2017

Contract Amount: \$998,348

Scope of Project: Complete Sitework & Utilities

Contact: Jimmy Vessels (863) 680-2293; jvessels@marcobay.com

Alto Project Manager: Shelby Baker

City of Tampa - Water Department Relocation (*Cutler & Associates*)

Owner: City of Tampa

Architects: Ranon & Partners, Inc.

Bonded: Yes Percent Complete: 75%

Estimated Completion Date: January 2017

Contract Amount: \$1,657,794

Scope of Project: Demolition, Complete Sitework

Contact: Chris Norton (813) 637-8883; cnorton@cutlerdb.com

Alto Project Manager: Shelby Baker

City of Tampa - Wastewater Department Relocation (*Cutler & Associates*)

Owner: City of Tampa

Architects: Ranon & Partners, Inc.

Bonded: Yes Percent Complete: 89%

Estimated Completion Date: January 2017

Contract Amount: \$1,625,769

Scope of Project: Complete Sitework

Contact: Chris Norton (813) 637-8883; cnorton@cutlerdb.com

Alto Project Manager: Shelby Baker

Discovery Village - Tampa Palms (*The Douglas Company*)

Owner: Tampa Senior Housing I Propco, LLC

Architect: Architectural Concepts, Inc.

Bonded: No Percent Complete: 86%

Estimated Completion Date: January 2017

Contract Amount: \$591,276

Scope of Project: Sitework, Utility & Paving

Contact: Kevin Green (470) 370-2001; kgreen@douglascompany.com

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
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Major Site Projects currently in progress:

Project Name (*Client*)

General RV Park (*Scherer Construction of West Florida, LLC*)

Owner: Tampa 92, LLC

Engineer: McNeal Engineering, Inc.

Bonded: No Percent Complete: 54%

Estimated Completion Date: February 2017

Contract Amount: \$2,310,665

Scope of Project: Sitework, Utility & Paving

Contact: Jim Crookston (727) 321-8111; jimcrookston@scherrerwfl.com

Alto Project Manager: Shelby Baker

Hackney Self Storage (*DeAngelis Diamond Construction*)

Owner: JSF Hackney WF, LLC

Engineer: Landmark Engineering & Surveying Corp.

Bonded: Yes Percent Complete: 41%

Estimated Completion Date: January 2017

Contract Amount: \$710,614

Scope of Project: Sitework, Utility & Paving

Contact: Peter Burlingame (239) 594-1994 ; Peter.Burlingame@deangelisdiamond.com

Alto Project Manager: Shelby Baker

Hampton Inn - Plant City (*Pinkerton & Laws of Florida, Inc.*)

Owner: Henderson Properties, LLC

Engineer: Boggs Engineering, LLC

Bonded: Yes Percent Complete: 84%

Estimated Completion Date: January 2017

Contract Amount: \$1,014,237

Scope of Project: Sitework, Utility & Paving

Contact: Joel Mrstik (321) 400-6161; jmrstik@pinkerton-laws.com

Alto Project Manager: Shelby Baker

Madison Commerce Park - Phase 2 (*HGR Construction, Inc.*)

Owner: East Group Properties

Engineer: Avid Group

Bonded: No Percent Complete: 88%

Estimated Completion Date: January 2017

Contract Amount: \$1,114,458

Scope of Project: Sitework, Utility & Paving

Contact: Adrian Galeano (407) 645-4447; adrian@hgrconstructioninc.com

Alto Project Manager: Shelby Baker

Pasco Transportation South Compound (*Marmer Construction, Inc.*)

Owner: Pasco County Schools

Engineer: Coastal Design Consultants

Bonded: Yes Percent Complete: 0% new project

Estimated Completion Date: Summer 2017

Contract Amount: \$1,263,363

Scope of Project: Parking Lot Expansion & Underground Utilities

Contact: Brian Radonski (863) 314-9851; brian@marmerconstruction.com

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
UNDERGROUND UTILITIES STATE LICENSE NUMBER CUC057257

Major Site Projects currently in progress:

Project Name (*Client*)

Quikrete - Plant City (*Quikrete Corporate Engineering, Inc.*)

Owner: Quikrete Corporate Engineering, Inc.

Engineer: Boggs Engineering, LLC

Bonded: No Percent Complete: 59%

Estimated Completion Date: November 2016

Contract Amount: \$490,940

Scope of Project: Parking Lot Expansion & Underground Utilities

Contact: Steven Pettit (678) 237-5068; spettitt@quikrete.com

Alto Project Manager: Shelby Baker

Terra Bella Senior Housing (*DeAngelis Diamond Construction*)

Owner: KRG Terra Bella, LLC

Engineer: Spring Engineering, Inc.

Bonded: Yes Percent Complete: 0% *new project*

Estimated Completion Date: June 2017

Contract Amount: \$1,132,000

Scope of Project: Sitework, Utility & Paving

Contact: Stewart Redden (239) 594-1994 ; Stewartr@deangelisdiamond.com

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
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Major Site Projects - Completed (Date Order)

Project Name (Client)

Plant City Bus Transportation (School District of Hills. County)

Owner: School District of Hillsborough County

Engineer: Long and Associates Architects/Engineers, Inc.

Bonded: Yes

Contract Amount: \$1,548,883

Scope of Project: Parking Lot Expansion & Underground Utilities

Contact: Jill Edwards (813) 272-4167; jill.edwards@sdhc.k12.fl.us

Alto Project Manager: Robert King

Steinbrenner High School - Parking Expansion (School District of Hills. County)

Owner: School District of Hillsborough County

Engineer: Kisinger Campo & Associates, Corp.

Bonded: Yes Complete Date: July 2016

Contract Amount: \$481,883

Scope of Project: Parking Lot Expansion & Underground Utilities

Contact: John Williams (813) 272-4167; John.Williams@sdhc.k12.fl.us

Alto Project Manager: Robert King

U.S. Foods, Inc. (ESI Constructors, Inc.)

Owner: U.S. Foods, Inc.

Engineer: Fuxan Engineering, Inc.

Bonded: No Complete Date: July 2016

Contract Amount: \$387,148

Scope of Project: Warehouse Parking Lot Expansion & Storm Utilities

Contact: Scott King (262) 369-3561; sjking@esigroupusa.com

Alto Project Manager: Shelby Baker

MacDill AFB SOF Joint Special Operations (W.G. Yates & Sons Construction)

Owner: U.S. Army Corp of Engineers

Engineer: U.S. Army Corp of Engineers

Bonded: Yes Complete Date: July 2016

Contract Amount: \$1,294,081

Scope of Project: Complete Sitework

Contact: Chris Wright (228) 374-6011; cwright@wgyates.com

Alto Project Manager: Shelby Baker

ConRAC Enabling Work - PHASE 1 & Loop Road (Kimmins Contracting Corp.)

Owner: Hillsborough County Aviation Authority

Engineer: Gresham Smith & Partners

Bonded: No Complete Date: March 2016

Contract Amount: \$1,870,769

Scope of Project: Stabilization & Paving

Contact: Dario Munoz (813) 579-1074

Alto Project Manager: Gary Lewis



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED & INSURED
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Major Site Projects - Completed (Date Order)

Project Name (Client)

Macy's Distribution Center (Macy's Corporate Services)

Owner: Macy's Corporate Services

Engineer: Mills & Associates

Bonded: No **Complete Date:** January 2016

Contract Amount: \$2,010,107

Scope of Project: Parking Lot Improvements & Drainage

Contact: William Cowan (813) 805-5540

Alto Project Manager: Gary Lewis

Park Centre @ Telecom Park (The Beck Group)

Owner: VII FS Tampa, LLC

Engineer: Campo Engineering, Inc.

Bonded: No **Complete Date:** November 2015

Contract Amount: \$596,215

Scope of Project: Sitework, Utility & Paving

Contact: Jake Emerson (813) 282-3900

Alto Project Manager: Shelby Baker

Citrus Park FSED (Batten & Shaw, Inc.)

Owner: Hospital Corporation of America (HCA)

Architect: Lyman Davidson Dooley, Inc.

Bonded: No **Complete Date:** September 2015

Contract Amount: \$361,716

Scope of Project: Sitework, Utility & Paving

Contact: Kyle Tortorelli (615) 292-2400

Alto Project Manager: Shelby Baker/Gary Lewis

Highland Oaks Parking (iConstructors, LLC)

Owner: JP Morgan Chase Bank N.A.

Engineer: Campo Engineering, Inc.

Bonded: No **Complete Date:** September 2015

Contract Amount: \$474,174

Scope of Project: Sitework, Utility & Paving

Contact: Kevin Murphy (813) 444-0310

Alto Project Manager: Shelby Baker

Northstar Bank (Creative Contractors, Inc.)

Owner: Northstar Bank

Engineer: Bohler Engineering

Bonded: No **Complete Date:** August 2015

Contract Amount: \$152,485

Scope of Project: Sitework, Utility & Paving

Contact: Marcia Olivares (727) 461-5522

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED & INSURED
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Major Site Projects - Completed (Date Order)

Project Name (Client)

Legacy at Highwoods Preserve (wdg Construction Group, Inc.)

Owner: Pinpoint Legacy at Highwoods Preserve, LLC

Engineer: McNeal Engineering, Inc.

Bonded: No **Complete Date:** July 2015

Contract Amount: \$449,074

Scope of Project: Complete Sitework

Contact: Michael Wyman 317-536-6500

Alto Project Manager: Shelby Baker

Fountain Square (Prodigy Contracting Group, Inc.)

Owner: JP Morgan Chase Bank N.A.

Engineer: Campo Engineering, Inc.

Bonded: No **Complete Date:** June 2015

Contract Amount: \$540,626

Scope of Project: Sitework, Utility & Paving

Contact: Dave Minton (813) 963-8333

Alto Project Manager: Gary Lewis

Little Owl Learning Academy (J.O. DeLotto & Sons, Inc.)

Owner: RWM Consultants, Inc.

Engineer: Aurora Civil Engineering, Inc.

Bonded: No **Complete Date:** June 2015

Contract Amount: \$246,256

Scope of Project: Complete Sitework

Contact: Eric Gordon (813) 935-2191

Alto Project Manager: Shelby Baker/Gary Lewis

Bonterra Parc Apts. (Spanos Development)

Owner: The Spanos Corporation

Engineer: Surak Engineering

Bonded: No **Complete Date:** April 2015

Contract Amount: \$1,424,724

Scope of Project: Complete Site Development

Contact: Rollo Christensen (813) 288-0008

Alto Project Manager: Shelby Baker

Adventure Island (SeaWorld Parks & Entertainment, Inc.)

Owner: SeaWorld Parks & Entertainment, Inc.

Engineers: Mills & Associates, Inc.

Bonded: No **Complete Date:** March 2015

Contract Amount: \$608,469

Scope of Project: Parking Lot Renovation - Mill, Grade & Pave

Contact: Andrew Shaffer (813) 987-5573

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
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Major Site Projects - Completed *(Date Order)*

Project Name *(Client)*

Schrader Elementary School *(Cutler & Associates, Inc.)*

Owner: Pasco County Schools

Engineers: Coastal Design Consultants

Bonded: No Completion Date: March 2015

Contract Amount: \$944,519

Scope of Project: Building Demolition & Complete Sitework

Contact: Randall Fitkin (813) 637-8883

Alto Project Manager: Shelby Baker

Davis Express Trucking Terminal *(Scherer Construction of North Florida)*

Owner: Davis Express, Inc.

Engineers: Chastain-Skillman

Bonded: No Completion Date: February 2015

Contract Amount: \$1,110,585

Scope of Project: Demo and Complete Site Development

Contact: Wes Emmanuel (352) 371-1417

Alto Project Manager: Gary Lewis

NW Solid Waste Transfer Expansion *(J. Kokolakis Contracting, Inc.)*

Owner: Hillsborough Board of County Commissioners

Engineers: King Engineering

Bonded: No Completion Date: January 2015

Contract Amount: \$1,495,280

Scope of Project: Earthwork & Utilities

Contact: Sam Godfrey (727) 942-2211

Alto Project Manager: Shelby Baker

United Parcel Service-Sarasota *(United Parcel Service, Inc.)*

Owner: United Parcel Service

Engineers: Barrios Engineering, Inc.

Bonded: No Completion Date: January 2015

Contract Amount: \$254,238

Scope of Project: Parking Lot Rehab

Contact: Robert Tanner (407) 826-8154

Alto Project Manager: Gary Lewis

Publix #1456 *(Hawkins Construction, Inc.)*

Owner: Publix Supermarket

Engineers: Campo Engineering, Inc.

Bonded: No Completion Date: November 2014

Contract Amount: \$750,866

Scope of Project: Building Demolition & Complete Sitework

Contact: Aaron Leech (727) 938-9719

Alto Project Manager: Shelby Baker



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED ▲ INSURED
UNDERGROUND UTILITIES STATE LICENSE NUMBER CUC057257

Major Site Projects - Completed (Date Order)

Project Name (Client)

WalMart Site - Ridge Plaza (Benderson Development Co., LLC)

Owner: Benderson 85-1 Trust

Engineers: Kimley-Horn & Associates

Bonded: No Completion Date: April 2014

Contract Amount: \$107,744

Scope of Project: Building Demolition & Complete Sitework

Contact: Randall Fitkin (813) 637-8883

Alto Project Manager: Shelby Baker

Urban Flats Parking Garage (Manhattan Construction)

Owner: Urban Style Flats, LLC

Engineers: FSA, Inc.

Bonded: No Completion Date: April 2014

Contract Amount: \$222,250

Scope of Project: Complete Site Development

Contact: Steve Williams (813) 675-1960

Alto Project Manager: Shelby Baker

Garba Electric (Garba Electric)

Owner: Garba Electric

Engineers: K² Engineering

Bonded: No Completion Date: March 2014

Contract Amount: \$125,544

Scope of Project: Complete Sitework

Contact: Rafael Garba (813) 241-2288

Alto Project Manager: Robert A. King

Johnson Controls - Battery Oxide Expansion (The Whiting-Turner Contracting Co.)

Owner: Johnson Controls Battery Group

Engineers: Bayside Engineering

Bonded: No Completion Date: March 2014

Contract Amount: \$129,706

Scope of Project: Complete Sitework

Contact: David Lusk (813) 287-9700 or David.Lusk@whiting-turner.com

Alto Project Manager: Shelby Baker

Burger King (Southport Construction)

Owner: Burger King Corporation

Engineers: EMK Consultants

Bonded: No Completion Date: February 2014

Contract Amount: \$239,774

Scope of Project: Building Demo & Sitework

Contact: Roy Moore (727) 441-1813

Alto Project Manager: Gary Lewis



ALTO Construction Co., Inc.

ASPHALT PAVING & MAINTENANCE - LICENSED & INSURED
UNDERGROUND UTILITIES STATE LICENSE NUMBER CUC057257

Major Site Projects - Completed (Date Order)

Project Name (Client)

Trader Joe's Tampa (James R. Vannoy & Sons Construction)

Owner: CAP Dale Mabry, LLC

Engineers: Blue Silver Design Engineering, Inc.

Bonded: No Completion Date: January 2014

Contract Amount: \$169,740

Scope of Project: Building Demolition & Complete Site Development

Contact: Brandon Glenn (864) 261-8458

Alto Project Manager: Shelby Baker

Burger King (BDH Contracting)

Owner: Burger King Corporation

Engineers: EMK Consultants

Bonded: No Completion Date: December 2013

Contract Amount: \$150,194

Scope of Project: Complete Sitework

Contact: Brad Huber (920) 746-4500

Alto Project Manager: Gary Lewis

Sid Lickton Park (City of Clearwater)

Owner: City of Clearwater

Engineers: Deuel Engineering

Bonded: Yes Completion Date: December 2013

Contract Amount: \$953,086

Scope of Project: Complete Site Development

Contact: Leroy Chin (727) 562-4800

Alto Project Manager: Don Lewis

Marten Transport (Roth Bros of Florida)

Owner: Marten Transport, Ltd.

Engineers: Ozona Engineering, Inc.

Bonded: No Completion Date: December 2013

Contract Amount: \$526,925

Scope of Project: Complete Sitework

Contact: Bill McKeown (813) 885-5811

Alto Project Manager: Don Lewis

Home Team Carwash (Scherer Construction of West Florida)

Owner: One Ess, LLC

Engineers: H₂O Design Consulting Engineers

Bonded: No Completion Date: November 2013

Contract Amount: \$135,064

Scope of Project: Complete Sitework

Contact: Joel Babitzke (727) 321-8111

Alto Project Manager: Gary Lewis



ALTOCON-01

JWAGNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2016

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 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 Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33563	CONTACT NAME: Judy Wagner, AAI, AU, AIS, CPIW	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: jwagner@floridainsurancecenter.com	
INSURED Alto Construction Co., Inc. 4102 Causeway Blvd Tampa, FL 33619-5124	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B: Travelers Property & Casualty	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			60480883	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Hired Phys Damage			60480883	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ZUP71M6410216NF	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented EQ			60480883	08/31/2016	08/31/2017	Limit: 202,800
A	Installation Floater			60480883	08/31/2016	08/31/2017	Limit: 50,000

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

Certificate holder is named as an additional insured with a waiver of subrogation with regards to the general and auto liability coverage. Coverage is primary and non-contributory as per written contract.

Insurance information purpose only

CERTIFICATE HOLDER

CANCELLATION

Alto Construction Co.
4102 Causeway Blvd
Tampa, FL 33619-5124

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



Policy Number: 0830-37022

Date Entered: 10/23/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2016

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 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 WorkComp Partners 702 Tillman Place Plant City, FL 33566	CONTACT NAME:	
	PHONE (A/C, No, Ext): (813) 747-7490 FAX (A/C, No): () -	
INSURED Alto Construction Co., Inc. 4162 Causeway Blvd. Tampa, FL 33619	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bridgefield Employers Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0830-37022	10/23/2016	10/23/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

"Bid Purposes Only"

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

Maria L. Wetherington

ACORD 25 (2014/01)

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**V.
Contractor Education & Training**



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

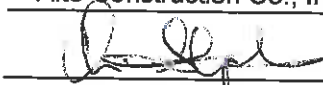
Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

Company Name: Alto Construction Co., Inc.

Signature: 

Name/Title: Chris Stephens, Project Manager

Date: 11/10/16

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Everglades Farm Equipment in the amount of \$34,912.00 for the purchase of a John Deere mini-excavator.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The Parks Department John Deere Tractor is scheduled to be replaced this fiscal year, however with low hours and minimal maintenance costs, the decision to keep it in the fleet and add another useful piece of equipment was made.

The Department has a need for this piece of equipment to install new trees, remove old stumps, excavate for new irrigation and remove sidewalks within the parks that need replaced.

We recommend piggybacking on the Florida Sheriff's Association Contract FSA16-VEH14.0, effective date October 1, 2016 – September 30, 2017, for the purchase of the mini excavator.

Funding: FY17 - Public Services Department –Parks– Vehicles - 001.6104.572.5641

Requested Motion: “I move to authorize the City Manager to enter into a purchase agreement with Everglades Farm Equipment for \$34,912.00 for the purchase of a John Deere mini excavator.”

Attachments: Purchasing Agreement

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Everglades Farm Equipment
Mini Excavator Purchase

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Everglades Farm Equipment (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than February 1, 2017 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$34,912 as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Everglades Farm Equipment
Attn.: Mark Gulick
906 US Hwy 301 N
Palmetto, FL 34221

As to CITY:

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

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

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

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

[signature page to follow]

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

Everglades Farm Equipment:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorize the City Manager enter into an Agreement for Professional Services with Cribb Philbeck Weaver Group, Inc. (CPWG) in an amount not to exceed \$5,600,000 (through FY18) to Piggyback an existing contract between CPWG and the City of Indian Rocks Beach for the undergrounding of public utilities on Gulf Boulevard.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: City staff is recommending CPWG provide professional services for the design and implementation of undergrounding overhead utility lines on Gulf Boulevard. This project will be funded under an Interlocal Agreement between Pinellas County and the Gulf Beach Communities for beautification of Gulf Boulevard. This agreement will have a cumulative balance of \$5,600,000 available for reimbursement by FY2019.

The scope of CPWG services includes the following:

- Conduct public meetings with CITY Staff, Public Official's and the Public
- Facilitate the planning concept, planning study, design, develop and management for undergrounding public utilities.
- Provide coordination to obtain easements from private citizens, commercial property owners, condominium associations and public entities.
- Provide management and coordination with public utility companies not limited to electric, cable TV, and telephone.
- Provide coordination and construction administration for any projects related to or associated with the undergrounding of utility activities.
- Provide engineering, landscape architecture and general construction services associated with the restoration of distributed areas associated with the undergrounding of utilities.
- Provide engineering, landscape architecture and general construction services for any project associated with the Gulf Boulevard Beautification funding.

Funding: (CIP) – Gulf Blvd Electric Undergrounding, funded by Interlocal Agreement between Pinellas County and the Gulf Beach Communities for beautification of Gulf Boulevard. This agreement will have a cumulative balance of \$5,600,000 available for reimbursement by FY2019.

Requested Motion: “I move to authorize the City Manager enter into an Agreement for Professional Services with Cribb Philbeck Weaver Group, Inc. (CPWG) in an amount not to exceed \$5,600,000 to Piggyback an existing contract between CPWG and the City of Indian Rocks Beach for the undergrounding of public utilities on Gulf Boulevard.”

Attachments: CPWG/St. Pete Beach Contract
CPWG/Indian Rocks Beach Contract (piggybacked)
Pinellas County Interlocal Agreement

**Reviewed by
City Manager:** WS

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 10th day of July, 2012, by Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Belleair Beach, Town of Belleair Shore, City of Clearwater, City of Indian Rocks Beach, Town of Indian Shores, City of Madeira Beach, Town of North Redington Beach, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, and the City of Treasure Island, hereinafter referred to as the "Cities".

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax ("Surtax") of one percent (1%) throughout Pinellas County, Florida, subject to referendum approval, to finance, plan and construct infrastructure as defined therein; and

WHEREAS, on November 7, 1989, the levy of the Surtax for an initial ten (10) year period was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated September 19, 1989, providing for the distribution of the Surtax, which expired on January 31, 2000; and

WHEREAS, on March 25, 1997, the extension of the Surtax for an additional ten (10) years was approved by a majority of those voting on the question at a referendum, and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated August 6, 1998, providing for the distribution of the Surtax, which expired on January 31, 2010; and

WHEREAS, on March 13, 2007, the extension of the Surtax for an additional ten (10)

years was approved by a majority of those voting on the question at a referendum and the County and municipalities representing a majority of the incorporated population entered into an interlocal agreement dated April 29, 2008 providing for the distribution of the Surtax, which expires on December 31, 2019; and

WHEREAS, the County recognizes that the Pinellas County Gulf Boulevard Improvement Program – April 2007 (“Improvement Plan”) is of county wide importance and may be funded by the Surtax, and the County is willing to contribute to the costs of the Improvement Plan projects from the County’s share of the Surtax as provided herein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the County and Cities agree as follows:

Section 1. CONDITIONS PRECEDENT.

This Agreement shall be effective upon execution by all of the Cities and the County.

Section 2. COUNTY’S RESPONSIBILITIES.

A. The County agrees to fund a sum not to exceed \$35 million, on a reimbursement basis, from its Surtax proceeds for Eligible Projects, as defined herein, consistent with the Improvement Plan. Expenditures for the actual cost of projects by each of the individual Cities consistent with the Improvement Plan and the requirements of Section 212.055(2), Florida Statutes, will be reimbursed by the County if certification has been presented by the City seeking reimbursement and the Barrier Islands Government Council (BIG C) that the expenditure for a Project is in conformance with the Improvement Plan (“Eligible Projects”) and the requirements of Section 212.055(2), Florida Statutes. Beginning in Fiscal Year 2013, Cities may request funds on a quarterly basis in arrears from the County for reimbursement of expenditures for work completed on or after Mach 13, 2007, on Eligible Projects. Such reimbursements will not exceed

the Cities' annual allocations contained in Appendix A and Appendix B. Invoices for Eligible Projects shall include evidence that payments have been made and any other documentation the County may reasonably require and shall be submitted no more frequently than quarterly.

B. The County will provide funding to each City for seven (7) years beginning in Fiscal Year (FY) 2013 Calendar Year (CY) October, 2012 and based upon the lineal road frontage of Gulf Boulevard that is contained in each of the Cities as depicted in the attached tables contained in Appendix A and Appendix B. Appendix A depicts the maximum County allocation to each City for FY 2013 – FY 2016 for a total allocation of \$3.5 million in each of the four (4) fiscal years between FY 2013 and FY2016. Appendix B depicts the maximum County allocation to each City for FY 2017 – FY 2019 for a total allocation of \$7.0 million in each of the three (3) fiscal years between FY 2017 and FY 2019. Appendix C depicts the total allocation to each City based on \$35 million projected funding for the Improvement Plan by the County.

C. The County shall retain all funds until payment is made to the Cities as provided for in this Agreement. Any funds not reimbursed to a City in a fiscal year will rollover each year until the termination of this Agreement. Eligible Project costs shall not exceed the amount depicted in Appendix C. In the event a City elects not to complete an Eligible Project on the Improvement Plan, the reimbursable cost of the Eligible Project is less than the sum allocated to a City in Appendix C, or funds are not otherwise paid to a City prior to the expiration of the term or termination of this Agreement, said funds shall be retained by the County for uses solely within the discretion of the County.

D. The sums payable to the Town of Belleair Shore may be paid to the City of Belleair Beach for Eligible Projects shared by these two Cities.

E. The County is not obligated to provide any support related to the Eligible Projects

beyond the funding described in the Agreement.

Section 3. CITIES' RESPONSIBILITIES.

A. The Cities shall be solely responsible for designing, contracting and managing completion of Eligible Projects. The Cities shall be obligated to provide and procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the lawful performance of the work done related to this Agreement, including but not limited to right of way utilization permits from the County. The Cities shall be responsible for maintaining, repairing, replacing and upgrading Eligible Projects in perpetuity.

B. The Cities shall be responsible for assuring that providers of services performed pursuant to this Agreement comply with all applicable local, state and federal directives, orders and laws, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and Occupational Safety and Health Administration (OSHA).

C. Each City shall indemnify, defend, and hold harmless the County and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by each individual City, its agents, or employees, arising from or during its performance of this Agreement, from the construction, operation, maintenance, repair or replacement by each individual City of its Eligible Project, except that neither the Cities, their agents, nor their employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County or any of its officers, agents or employees during the performance of the Agreement.

Section 4. NON-APPROPRIATION.

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available Surtax proceeds, after funding secured obligations or loans, essential and necessary infrastructure services for jail and criminal justice related facilities and other obligations contained in the terms of the April 22, 2008 Interlocal Agreement, activities in the Pinellas County Capital Improvement Program funded by the Surtax proceeds (Penny for Pinellas), and events, which in the sole discretion of the County, constitute an emergency requiring the use of Surtax funds. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portions for which were appropriated. The County agrees to promptly notify the Cities in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal year without penalty to the County and all unexpended funds shall be retained by the County. Alternatively, the County in its sole discretion, may fund particular Eligible Projects based on a proportionate reduction of the allocation to each City in an amount determined by the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Surtax proceeds for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligations of the County pursuant to

the Agreement.

Section 5. TERM OF AGREEMENT.

A. The term of this Agreement shall commence upon the date the Agreement has been executed by all Cities and the County and end in FY 2019 (CY September 30, 2019).

B. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, indemnification and maintenance and operation of the Eligible Projects will remain in effect after termination or expiration of this Agreement.

Section 6. AUDIT.

County reserves the right to audit Cities' records as such records relate to this Agreement. County shall have access to such records on a reasonable basis from the effective date of the Agreement, for the duration of the Agreement and until thirty-six (36) months after the date of the final payment by the County to the Cities.

Section 7. NON-DISCRIMINATION.

The Cities and the County shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin or disability. The Cities and the County shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

Section 8. AMENDMENTS TO THE AGREEMENT.

Any amendment to this Agreement must be in writing and approved by all of the Cities and the County.

Section 9. FILING OF AGREEMENT.

This Agreement shall be filed with the Clerk of the Circuit Court, as provided in Section 163.01(11), Florida Statutes.

Section 10. EXECUTION OF AGREEMENT.

This Agreement may be signed in counterparts by the Cities and County hereto.

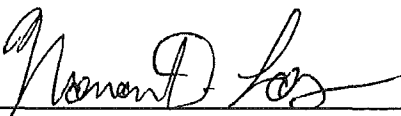
Section 11. PRIOR AGREEMENT SUPERSEDED.

This Agreement supersedes any prior agreements between the parties on this subject matter.

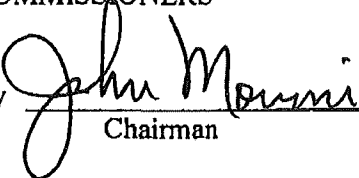
<ADDITIONAL SIGNATURE PAGES FOLLOW>

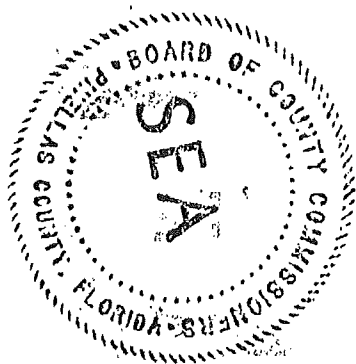
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by the proper officers thereof, as of the day and year first above written.

ATTEST:
KEN BURKE, CLERK

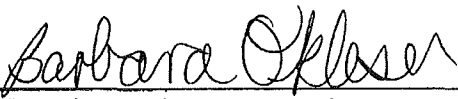
By: 
Deputy Clerk

PINELLAS COUNTY, FLORIDA, BY AND
THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Chairman



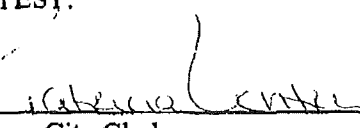
APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: 
Managing Assistant County Attorney

< ADDITIONAL SIGNATURE PAGES FOLLOW >

H:\USERS\ATYKB03\WPDOCS\BARBARA\Public Works\Gulf Blvd. Improvements\Pinellas Interlocal Agreement 12-19-11.doc

ATTEST:

By: 

City Clerk

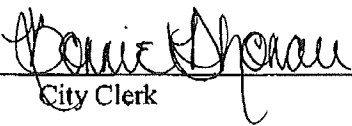
CITY OF BELLEAIR BEACH

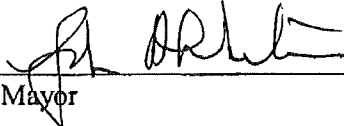
By: 

Mayor

ATTEST:

TOWN OF BELLEAIR SHORE

By: 
City Clerk

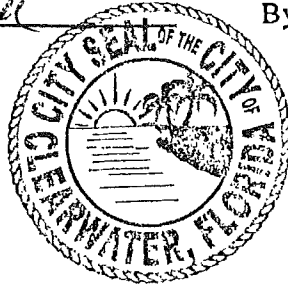
By: 
Mayor

ATTEST:

CITY OF CLEARWATER

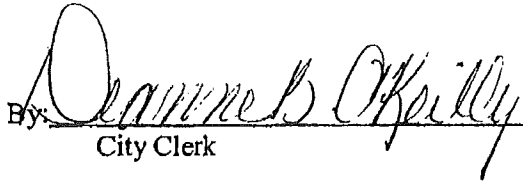
By: Louise Call
City Clerk

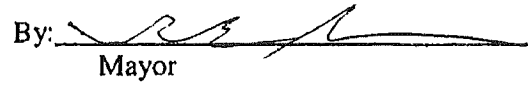
By: Frank Hubbard
Mayor



ATTEST:

CITY OF INDIAN ROCKS BEACH

By: 
City Clerk

By: 
Mayor

ATTEST:

TOWN OF INDIAN SHORES

By:

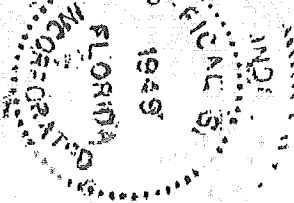
Maria Grantham

City Clerk

By:

James J. Lawrence

Mayor



ATTEST:

CITY OF MADEIRA BEACH

By: [Signature]
City Clerk

By: [Signature]
Mayor



ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: Mari Capshaw
City Clerk

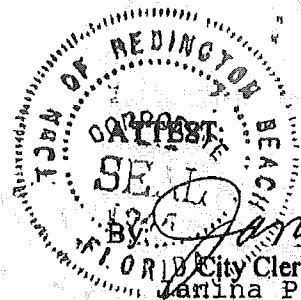
By: [Signature]
Mayor

ATTEST:

TOWN OF REDINGTON SHORES

By: Mary Palm
City Clerk

By: Ken Kincaid
Mayor



City Clerk
Jarina Patrus, CMC

CITY OF REDINGTON BEACH

By: Nick Simons
Mayor
Nick Simons

ATTEST

By: _____

City Clerk

1987

CITY OF ST. PETE BEACH

By: _____

Mayor

ATTEST:

CITY OF TREASURE ISLAND

By: Dawn Fox
City ~~Manager~~ Clerk

By: Robert McInnis
Mayor

APPENDIX A FY 2013 – FY2016 (Allocation Each Year Beginning CY October, 2012)				
City/Town	ROW Footage	% of Footage	Yearly Allocation	FY2013-2016 Total
Clearwater	45,796	19.1668%	\$670,838	\$2,683,352
Belleair Beach	14,471	6.0565%	\$211,977	\$847,908
Belleair Shore	5,431	2.2730%	\$79,555	\$318,220
Indian Rocks Beach	27,982	11.7112%	\$409,892	\$1,639,568
Indian Shores	27,364	11.4525%	\$400,837	\$1,603,348
Redington Shores	11,760	4.9219%	\$172,266	\$689,064
No. Redington Beach	7,954	3.3290%	\$116,515	\$466,060
Redington Beach	10,638	4.4523%	\$155,830	\$623,320
Madeira Beach	22,524	9.4269%	\$329,941	\$1,319,764
Treasure Island	25,786	10.7921%	\$377,723	\$1,510,892
St. Pete Beach	39,228	16.4179%	\$574,626	\$2,298,504
Totals	238,934	100%	\$3,500,000	\$14,000,000

APPENDIX B FY 2017 – FY2019 (Allocation Each Year Beginning CY October, 2016)				
City/Town	ROW Footage	% of Footage	Yearly Allocation	FY2017-FY2019 Total
Clearwater	45,796	19.1668%	\$1,341,676	\$4,025,028
Belleair Beach	14,471	6.0565%	\$423,954	\$1,271,862
Belleair Shore	5,431	2.2730%	\$159,110	\$477,330
Indian Rocks Beach	27,982	11.7112%	\$819,784	\$2,459,352
Indian Shores	27,364	11.4525%	\$801,674	\$2,405,022
Redington Shores	11,760	4.9219%	\$344,532	\$1,033,596
No. Redington Beach	7,954	3.3290%	\$233,030	\$699,090
Redington Beach	10,638	4.4523%	\$311,660	\$934,980
Madeira Beach	22,524	9.4269%	\$659,882	\$1,979,646
Treasure Island	25,786	10.7921%	\$755,446	\$2,266,338
St. Pete Beach	39,228	16.4179%	\$1,149,252	\$3,447,756
Totals	238,934	100%	\$7,000,000	\$21,000,000

CITY OF ST. PETE BEACH, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

**FOR THE UNDERGROUNDING OF PUBLIC UTILITIES
WITHIN THE CITY LIMITS OF THE CITY OF ST. PETE BEACH**

This is an Agreement (the "AGREEMENT") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and Cribb Philbeck Weaver Group, Inc., (hereinafter "CONSULTANT"). The City and Consultant together shall be referred to as the "parties."

WHEREAS, CITY desires to purchase from CONSULTANT the goods or services described in this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS the CITY selected the CONSULTANT, to Piggyback on the Indian Rocks Beach contract that was awarded to CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a proposal dated March 11, 2016; and

WHEREAS, this AGREEMENT has been properly approved by the appropriate authority of the CITY and the CONSULTANT.

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. **GENERAL SCOPE:** The relationship of the CONSULTANT to the CITY will be that of a professional consultant and contractor, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering and construction practices and ethical standards.
3. **PROFESSIONAL TECHNICAL SERVICES:** It shall be the responsibility of the CONSULTANT to work with and for the CITY toward undergrounding utilities and restoration and use an approach or technique toward accomplishing the CITY's objective. The CONSULTANT'S services shall include designing, consulting, planning and restoration construction services in connection with undergrounding the above-ground utility system facilities.
 - A. The CONSULTANT'S project services include, but are not limited to, the services listed below:

1. Conduct public meetings with CITY Staff, public officials and the public
 2. Facilitate the planning concept, planning study, design, develop and manage the undergrounding public utilities.
 3. Provide coordination to obtain easements from private citizens, commercial property owners, condominium associations and public entities.
 4. Provide management and coordination with public utility companies not limited to: electric, cable TV, and telephone.
 5. Provide coordination and construction administration for any projects related to or associated with the undergrounding of utility activities.
 6. Provide engineering, landscape architecture and general construction services associated with the restoration of distributed areas associated with the undergrounding of utilities.
 7. Provide engineering, landscape architecture and general construction services for any project associated with the Gulf Boulevard Beautification funding.
- B. The CONSULTANT's services under this AGREEMENT will be provided in phases based on available funding. Generally, each phase will include the services for the continuation of the goal to underground utilities within the CITY. Each phase will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints. Total compensation for all services shall not exceed \$1,100,000.00 during the 2017 fiscal year (October 1, 2016 through September 30, 2017) and shall not exceed \$4,500,000 during the 2018 fiscal year (October 1, 2017 through September 30, 2018). All expenditures have to specifically be authorized by the CITY Commission.
- C. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required CONSULTANT services hereunder, and shall diligently execute the work to meet the completion deadline established by the CITY Staff.
- D. The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.
4. **LENGTH OF SERVICE:** The CONSULTANT shall begin work promptly after receipt of a fully executed contract and scope of work, in accordance with Paragraph 3(B), above. Receipt of a fully executed phase shall constitute written notice to proceed.
- A. If the CONSULTANT's services called for under any phase, are delayed for reasons beyond the CONSULTANT's control, the time of performance shall be adjusted as appropriate.
- B. It is the intent of the parties hereto that this Agreement shall be in full force and effect from the date of execution, subject to the provisions for termination contained herein. Unless assignments are specifically terminated by the CITY, the CONSULTANT is obligated to complete assignments which are in progress at the time the contract is terminated.

5. INSURANCE REQUIREMENTS:

- A. The CONSULTANT'S insurance coverage includes, but is not limited to:
1. Commercial General Liability Insurance not less than \$2,000,000.00.
 2. Personal injury liability of \$1,000,000.00;
 3. General aggregate \$2,000,000.00;
 4. Products \$2,000,000.00;
 5. Owner's and Consultant's Protective Liability;
 6. Bodily injury liability \$1,000,000.00 (for each occurrence);
 7. Property damage liability \$1,000,000.00 (for each occurrence);
 8. Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project.
 9. Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).
 - a) Bodily injury liability - \$500,000.00 for each occurrence
 - b) Property damage liability - \$500,000.00 for each occurrence
 10. Umbrella Liability - \$2,000,000.00 (for each occurrence);
 11. Workers Compensation Insurance - \$1,000,000.00 (for each accident); and
 12. Professional Liability Insurance
 - a) \$1,000,000.00 per claim
 - b) \$3,000,000.00 annual aggregate

6. PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION

ACT (CCNA) -Florida Statute 287.055: Professional Services provided under this AGREEMENT are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, and is certified under F.S. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

7. GENERAL CONSIDERATIONS:

- A. All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY. 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 CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.
- B. The CONSULTANT shall prepare preliminary construction cost estimates with each design submittal to verify the proposed design within the CITY project budgets. The CONSULTANT shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other pre-bid activities. The CITY hereby acknowledges that estimates of probable construction costs cannot be guaranteed and such estimates are not to be construed as a promise that designed facilities will not exceed a cost limitation. Should the lowest, responsive and acceptable bid price received by the CITY within three (3) months from the date of the CITY's approval of the bid documents

exceed the CONSULTANT'S final cost estimate by more than ten percent (10%), the CONSULTANT shall perform a detailed evaluation of the low bid. The evaluation will review the bid prices on a line item basis, identifying areas of disagreement and providing a rationale for the difference.

- C. The CONSULTANT will provide expert witnesses if required, to testify in connection with any lawsuit. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.
 - D. Upon the CONSULTANT's written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary.
 - E. The CITY and the CONSULTANT each bind themselves, their successors and legal representatives to this entire AGREEMENT; and, neither the CITY nor the CONSULTANT will assign or transfer its interest in this AGREEMENT without written consent of the other.
 - F. The CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, successors and legal representatives from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT to perform the services provided under this AGREEMENT.
 - G. The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this AGREEMENT, or during its term.
 - H. Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable by the CITY are approved in writing by the CITY. Key personnel are identified as: project managers and technical experts.
8. **COMPENSATION:** The CONSULTANT shall be compensated for all services rendered under this AGREEMENT in accordance with the provisions of each Phase, upon presentation of CONSULTANT's invoice based on an approved scope and budget.
- A. Except as may be addressed in the initiating AGREEMENT, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY monthly. Such invoices shall be due and payable upon receipt.
 - B. The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with their hourly rates and costs plus fixed fee phases upon request of the CITY.

9. **PROHIBITION AGAINST CONTINGENCIES:** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or creation of this AGREEMENT.
10. **TERMINATION:** In the event one of the parties fails to perform in accordance with the terms of this AGREEMENT, this AGREEMENT may be terminated by providing the other party with thirty (30) days written notice. If this AGREEMENT is terminated, the CONSULTANT shall be paid for all completed work at the time of the written notice.
11. **NOTICE:** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to CONSULTANT:

Cribb Philbeck Weaver Group Inc.

Attn.: _____

As to CITY:

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

(Signature page to follow)

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

Cribb Philbeck Weaver Group Inc.:

Signature: Phil Fox

By: Sheila Torte

Its: President

Date: 11/3/16

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Hinterland Group, Inc. in the amount of \$416,050 for the Wastewater Lift Station Numbers 8 and 16 Project.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Works Director

**Summary
Of Issue:**

As part of the annual "Lift Station R & R" Capital Improvement Project, the City recently issued a request for bids to perform General Contracting services for the renovation of wastewater Lift Station Numbers 8 and 16, located in the Bella Vista neighborhood. In response to this request, the City received bids from three firms, which are summarized on the attached bid tabulation.

After a review of the bid submittals, Hinterland Group, Inc. was determined to be the lowest qualified bidder.

Funding: CIP – Lift Station R & R. The project is budgeted at \$320,000. To cover the increased costs, \$65,000 from the Sewer Expansion North and \$65,000 from Sewer Expansion South will be transferred to this project. This will reduce the amount budgeted for the expansions to \$435,000 each.

**Requested
Motion:**

"I move to authorize the City Manager to enter into a purchase agreement with Hinterland Group, Inc. in the amount of \$416,050 for the Wastewater Lift Station Numbers 8 and 16 Project."

Attachments: Bid Tab
Purchasing Agreement

**Reviewed by
City Manager:** WS



Item	TLC Diversified	Kloote	Hinterland
MOBILIZATION	\$ 47,000.00	\$ 49,261.17	\$ 30,000.00
BY-PASS PUMPING	\$ 30,000.00	\$ 64,459.00	\$ 50,000.00
AS-BUILTS	\$ 2,000.00	\$ 2,883.57	\$ 6,000.00
O&M MANUALS	\$ 600.00	\$ 738.48	\$ 2,000.00

Lift Station Number 8			
DEMOLISH VALVE VAULT, CONCRETE SLAB AND PUMP STATION PIPING SYSTEM INCLUDING PUMPS, VALVES AND ASSOCIATED APPURTENANCES	\$ 22,000.00	\$ 20,515.81	\$ 15,000.00
CONCRETE DRIVEWAY AND SIDEWALK RESTORATION	\$ 4,900.00	\$ 875.00	\$ 1,050.00
SITE RESTORATION AND LANDSCAPING	\$ 8,000.00	\$ 2,755.97	\$ 4,500.00
SUBMERSIBLE PUMPS AND CONTROLS INCLUDING PRESSURE TRANSDUCER, GUIDE RAILS, BRACKETS, AND FLOATS	\$ 73,000.00	\$ 43,428.00	\$ 38,000.00
MECHANICAL PIPING AND IMPROVEMENTS INCLUDING ALL FITTINGS, VALVES, SUPPORTS, CAMLOCK, AND PRESSURE GAUGE	\$ 35,000.00	\$ 66,602.80	\$ 27,500.00
INSTALL RECLAIM WATER LINE SERVICE AND HOSE BIB	\$ 2,000.00	\$ 2,192.28	\$ 5,000.00
CEMENTITIOUS REHABILITATION	\$ 16,000.00	\$ 14,676.10	\$ 12,000.00
WET WELL TOP SLAB WITH ALUMINUM HATCH ASSEMBLY	\$ 4,000.00	\$ 6,165.88	\$ 15,000.00
VALVE VAULT WITH ALUMINUM HATCH ASSEMBLY	\$ 6,000.00	\$ 8,854.88	\$ 15,000.00
ELECTRICAL AND I&C	\$ 14,000.00	\$ 12,193.50	\$ 15,000.00
PIPE CLEANING	\$ 14,000.00	\$ 10,290.00	\$ 14,000.00

Lift Station Number 16			
DEMOLISH FENCING, CONCRETE SLAB AND PUMP STATION PIPING SYSTEM INCLUDING PUMPS, VALVES AND ASSOCIATED APPURTENANCES	\$ 6,000.00	\$ 26,515.81	\$ 15,000.00
PAVEMENT REPAIR AND ROAD RESTORATION (SUB-BASE, BASE, AND TEMPORARY ASPHALT)	\$ 5,000.00	\$ 3,000.00	\$ 3,500.00
INFRARED ROAD RESTORATION	\$ 8,400.00	\$ 3,000.00	\$ 6,000.00
DROP CURB	\$ 900.00	\$ 600.00	\$ 1,500.00
SITE RESTORATION AND LANDSCAPING	\$ 16,000.00	\$ 3,367.98	\$ 4,500.00
SUBMERSIBLE PUMPS AND CONTROLS INCLUDING PRESSURE TRANSDUCER, GUIDE RAILS, BRACKETS AND FLOATS	\$ 73,000.00	\$ 43,389.50	\$ 38,000.00
MECHANICAL PIPING AND IMPROVEMENTS INCLUDING ALL FITTINGS, VALVES, SUPPORTS, CAMLOCK, AND PRESSURE GAUGE	\$ 26,000.00	\$ 83,750.00	\$ 27,500.00
RELOCATION OF WATER SERVICE AND HOSE BIB INSTALLATION	\$ 1,800.00	\$ 1,862.28	\$ 1,000.00
CEMENTITIOUS REHABILITATION	\$ 21,000.00	\$ 17,165.59	\$ 10,000.00
WET WELL TOP SLAB WITH ALUMINUM HATCH ASSEMBLY	\$ 4,000.00	\$ 6,165.88	\$ 15,000.00
VALVE VAULT WITH ALUMINUM HATCH ASSEMBLY	\$ 6,000.00	\$ 8,854.26	\$ 15,000.00
ELECTRICAL AND I&C	\$ 16,000.00	\$ 14,133.90	\$ 20,000.00
PIPE CLEANING	\$ 10,000.00	\$ 6,804.00	\$ 9,000.00

\$ 472,600.00 \$ 524,501.64 \$ 416,050.00

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Hinterland Group, Inc.
Wastewater Lift Station Numbers 8 and 16

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Hinterland Group, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than May 1, 2017 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$416,050.00 as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

13. This document and exhibits embody the entire Agreement of the parties. There are no

promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this Agreement shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Hinterland Group, Inc.
Attn.: Chase Rogers
992 W. 15th Street
Riviera Beach, FL 33404

As to CITY:

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

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

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

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

[signature page to follow]

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

Hinterland Group, Inc.:

Signature: _____



By: CHASE ROGERS

Its: PM

Date: 12/2/16

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT "A"

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

- (1) For purposes of this section, the term:
 - (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
 - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in municipal construction and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "WASTEWATER LIFT STATION NUMBERS 8 AND 16"

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "WASTEWATER LIFT STATION NUMBERS 8 AND 16".

COMPANY: Hinterland Group, Inc.
ADDRESS: 992 W. 15th Street
Riviera Beach, Florida 33404

DATE: 11/14/2016
PHONE: 561-640-3503

BY: _____

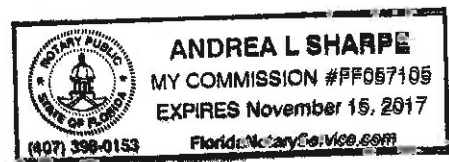
NAME: _____

(SIGNATURE)
Daniel Duke III / President
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 14 day
of November, 2016

Andrea L. Sharpe
(Notary Public)

11/15/2017
(My Commission Expires)



SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

BID FORM ST. PETE BEACH LIFT STATION #8 & #16					
No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	30,000.00	30,000.00
2	BY-PASS PUMPING	1	LS	50,000.00	50,000.00
3	AS-BUILTS	1	LS	6,000.00	6,000.00
4	O&M MANUALS	1	LS	2,000.00	2,000.00
SUBTOTAL					88,000.00
I. LIFT STATION #8					
5	DEMOLISH VALVE VAULT, CONCRETE SLAB AND PUMP STATION PIPING SYSTEM INCLUDING PUMPS, VALVES AND ASSOCIATED APPURTENANCES	1	LS	15,000.00	15,000.00
6	CONCRETE DRIVEWAY AND SIDEWALK RESTORATION	7	SY	150.00	1,050.00
7	SITE RESTORATION AND LANDSCAPING	1	LS	4,500.00	4,500.00
8	SUBMERSIBLE PUMPS AND CONTROLS INCLUDING PRESSURE TRANSDUCER, GUIDE RAILS, BRACKETS, AND FLOATS	1	LS	38,000.00	38,000.00
9	MECHANICAL PIPING AND IMPROVEMENTS INCLUDING ALL FITTINGS, VALVES, SUPPORTS, CAMLOCK, AND PRESSURE GAUGE	1	LS	27,500.00	27,500.00
10	INSTALL RECLAIM WATER LINE SERVICE AND HOSE BIB	1	LS	5,000.00	5,000.00
11	CEMENTITIOUS REHABILITATION	1	LS	12,000.00	12,000.00
12	WET WELL TOP SLAB WITH ALUMINUM HATCH ASSEMBLY	1	LS	15,000.00	15,000.00
13	VALVE VAULT WITH ALUMINUM HATCH ASSEMBLY	1	LS	15,000.00	15,000.00
14	ELECTRICAL AND I&C	1	LS	15,000.00	15,000.00
15	PIPE CLEANING	1	LS	14,000.00	14,000.00
SUBTOTAL					162,050.00

II. LIFT STATION #16					
16	DEMOLISH FENCING, CONCRETE SLAB AND PUMP STATION PIPING SYSTEM INCLUDING PUMPS, VALVES AND ASSOCIATED APPURTENANCES	1	LS	15,000.00	15,000.00
17	PAVEMENT REPAIR AND ROAD RESTORATION (SUB-BASE, BASE, AND TEMPORARY ASPHALT)	5	SY	700.00	3,500.00
18	INFRARED ROAD RESTORATION	6	SY	1,000.00	6,000.00
19	DROP CURB	6	LF	250.00	1,500.00
20	SITE RESTORATION AND LANDSCAPING	1	LS	4,500.00	4,500.00
21	SUBMERSIBLE PUMPS AND CONTROLS INCLUDING PRESSURE TRANSDUCER, GUIDE RAILS, BRACKETS AND FLOATS	1	LS	38,000.00	38,000.00
22	MECHANICAL PIPING AND IMPROVEMENTS INCLUDING ALL FITTINGS, VALVES, SUPPORTS, CAMLOCK, AND PRESSURE GAUGE	1	LS	27,500.00	27,500.00
23	RELOCATION OF WATER SERVICE AND HOSE BIB INSTALLATION	1	LS	1,000.00	1,000.00
24	CEMENTITIOUS REHABILITATION	1	LS	10,000.00	10,000.00
25	WET WELL TOP SLAB WITH ALUMINUM HATCH ASSEMBLY	1	LS	15,000.00	15,000.00
26	VALVE VAULT WITH ALUMINUM HATCH ASSEMBLY	1	LS	15,000.00	15,000.00
27	ELECTRICAL AND I&C	1	LS	20,000.00	20,000.00
28	PIPE CLEANING	1	LS	9,000.00	9,000.00
SUBTOTAL					166,000.00
TOTAL					416,050.00



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

992 W 15TH ST
RIVIERA BEACH, FL 33404

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	U16 596889 - 07/19/16	\$99.00	B40181267

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2015082364
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B1 - 346

HINTERLAND GROUP INC
HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH, FL 33404



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

992 W 15TH ST
RIVIERA BEACH, FL 33404

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0087 UNDERGROUND UTILITY & EXCAVATION	DUKE DANIEL AMOS III	CJC1224634	U16 596889 - 07/19/16	\$27.30	340153108

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201139576
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B2 - 345

HINTERLAND GROUP INC
HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH, FL 33404



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

992 W 15TH ST
RIVIERA BEACH, FL 33404

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
35-0164 ELECTRICAL CONTRACTOR	BREYER CHARLES J	EC13009215	U16 596889 - 07/19/16	\$96.00	B40181268

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2015082363
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B3 - 345

HINTERLAND GROUP INC
HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH, FL 33404



**PUEBLO COUNTY CONSTRUCTION
LICENSING BOARD**



THIS CERTIFICATE IS NOT VALID UNLESS THE
HSA Insurance Group, Inc.

STATE CERT # 1000000001
REGISTERED MEMBER IN FIRST AND SECOND OF REGISTERED
LIABILITY AND WORKERS COMPENSATION
INSURANCE WITH THIS BOARD.

EXPIRATION DATE: September 30, 2017
DATE OF ISSUANCE: 10/17/2016

Please cut out license along lines

I-CGC1520254

Duke, Daniel Arroy
992 West 15th Street
Boulder Beach, FL 33404

Project History

Project Description	Owner	Engineer	Contract Amount	Start Date	End Date
Toho Water Authority Manhole Raising & Repair Project	Toho Water Authority 951 Martin Luther King Boulevard Kissimmee, Florida 34741 407-944-5018 Phone 407-343-4264 Fax Tim Noyes, Asset Manager Tnoyes@tohowater.com	Toho Water Authority 951 Martin Luther King Boulevard Kissimmee, Florida 34741 407-944-5018 Phone 407-343-4264 Fax Tim Noyes, Asset Manager	\$231,210.00	Oct-10	Feb-12
Wastewater Lift Station Rehabilitation Project-Phase A	Palm Beach County Water Utilities District P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Victor Gutierrez, Purchasing Vgutierrez@pbwater.com	Palm Beach County BOCC WUD 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 561-493-6085 Duane Palumbo, Engineer	\$1,530,131.00	Aug-11	Mar-12
Phipps Park Booster Pump Station Rehab & Modification	City of West Palm Beach 401 Clematis Street, 5th Floor West Palm Beach, Florida 33401 561-822-2100 Phone 561-822-1564 Fax Daniel Roberge, Project Engineer Droberge@pbc.org	Mock-Roos & Assoc., Inc. 5720 Corporate Wy. West Palm Beach, Florida 33407 561-683-3133 Phone 561-478-7248 Fax Neil Condy, Engineer	\$196,549.00	Aug-10	Feb-12
Sanitary Sewer & Lift Station Wet Well, Repairs	P.B.C. Glades Utility Authority P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Vernetha Green, Purchasing Vgreen@pbwater.com	P.B.C. Glades Utility Authority P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6219 Phone 561-493-8768 Fax Hector Rodriguez, Project Manager	\$195,000.00	Mar-10	Mar-11
Indian Trace Development 36 Lift Station Rehabilitation	City of Weston 17200 Royal Palm Boulevard Weston, Florida 33326 954-385-2000 Phone 954-385-2010 Fax Brad Kaine, Director of Utilities Bkaine@westonfl.org	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Sabrina Baglieri, P.E.	\$890,881.07	Nov-10	Dec-11

Project History

Reject Water Storage Pond Lining and Pump Station at the PGA WWTP	Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, Florida 33410 561-627-2900 Phone 561-624-2839 Fax Keith Haas, Purchasing Manager Khaas@sua.com	Holtz Consulting 50 S. US Hwy 1, Suite 20 Jupiter, Florida 33477-5107 561-575-2005 Phone 561-575-2009 Fax Curtis Robinson, Engineer	\$780,209.00	Sep-10	Aug-11
Pasco County Leachate Pump Station	Pasco County 8989 Government Drive New Port Richey, Florida 34654-5500 727-847-8194 Phone 727-847-8065 Fax Ron Walker, Superintendent	Pasco County 8989 Government Drive New Port Richey, Florida 34654-5500 727-847-8194 Phone 727-847-8065 Fax	\$69,965.78	Sep-10	Dec-10
Lift Station #15 Rehabilitation	City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004 954-924-3740 Phone 954-923-1109 Fax Jose Urtecho, Utilities Supervisor	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Jenna Chamberlain, P.E.	\$184,975.00	Jun-10	Sep-10
Lift Station #11 Replacement Project	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E. Kmeritt@stcloud.org	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E.	\$182,614.25	May-10	Aug-10
Wastewater Pump Station No. 9 Replacement	City of Lake Worth 7 North Dixie Highway Lake Worth, Florida 33460 561-586-1685 Phone 561-586-1745 Fax Tiger Roth, Inspector tiger.roth@mockroos.com	Mock - Roos 5720 Corporate Way West Palm Beach, Florida 33407-2066 561-683-3113 Phone 561-478-7248 Fax John Leemon, PE	\$308,710.00	Mar-10	Jun-10

Project History

Lakes of Aloma Wastewater Pump Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Reiss Engineering 1016 Spring Villas Point, Suite 2000 Winter Springs, Florida 32708 407-679-5358 Phone 407-679-5003 Fax Marc Cannata, P.E.	\$120,000.00	Feb-10	May-10
City of Cape Canaveral Manhole Rehabilitation	City of Cape Canaveral 601 Thurm Boulevard Cape Canaveral, Florida 32920 561-586-1685 Phone 561-586-1745 Fax Tiger Roth, Inspector tiger.roth@mockroos.com	561-683-3113 Phone 561-478-7248 Fax John Leemon, PE	\$103,000.00 \$314,911.00	Feb-11 Feb-10	Apr-11 Jul-10
Water Treatment Plant Backwash Water Pump Station	Brevard County 2725 Judge Fran Jamieson Way Viera, Florida 32940-6602 321-633-2089 Phone 321-633-2095 Fax Craig Helping, Project Manager Craig.Helping@brevardcounty.us	MWH Engineers 490 Sawgrass Corp Pkwy., Suite 300 Sunrise, Florida 33325 954-846-0401 Phone 954-846-0424 Fax Brian LaMay, P.E.	\$213,250.00	Jan-11	Apr-11
M-20 Lift Station Rehabilitation	City of Ft. Lauderdale Procurement Services 100 North Andrews Avenue Fort Lauderdale, Florida 33301 954-828-5933 Phone 954-828-5576 Fax	City of Ft. Lauderdale Procurement Services 100 North Andrews Avenue Fort Lauderdale, Florida 33301 954-828-5933 Phone 954-828-5576 Fax	\$9,950.00	Dec-09	Jan-10
City of Ft Lauderdale Manhole Rehabilitation	City of Eustis Procurement Services 100 North Andrews Avenue Fort Lauderdale, Florida 33301 954-828-5933 Phone 954-828-5576 Fax	City of Eustis P.O. Box 68 Eustis, Florida 32727-0068 352-483-5430 Phone 352-357-1970 Fax Bill Johnson, Director of Wastewater	\$121,688.00	Dec-09	Apr-10
Lift Station #5 Refurbishing	City of Eustis P.O. Box 68 Eustis, Florida 32727-0068 352-483-5430 Phone 352-357-1970 Fax Bill Johnson, Director of Wastewater	FGUA Operation Office 280 Wekiva Springs Road, Suite 2000 Longwood, Florida 32779 407-629-6900 Phone 407-629-6963 Fax	\$224,505.00	Jun-09	Sep-09
Golden Gate Lift Station #5 Rehabilitation & Modification	FGUA Operation Office 280 Wekiva Springs Road, Suite 2000 Longwood, Florida 32779 407-629-6900 Phone 407-629-6963 Fax	FGUA Operation Office 280 Wekiva Springs Road, Suite 2000 Longwood, Florida 32779 407-629-6900 Phone 407-629-6963 Fax			

Project History

Lift Station #10 Rehabilitation	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E. Kmerritt@stcloud.org	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E.	\$35,642.50	Mar-09	Aug-09
Indian Hills Lift Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Woolpert, LLP 3504 Lake Lynda Drive #400 Orlando, Florida 32817 407-381-2192 Phone	\$75,280.00	Feb-09	Aug-09
Winter Park Estates Master Lift Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Dave Roderick, Project Manager Reiss Engineering 1016 Spring Villas Point, Suite 2000 Winter Springs, Florida 32708 407-679-5358 Phone 407-679-5003 Fax Marc Cannata, P.E.	\$200,938.00	Jan-09	Sep-09
Lift Stations 19, 46, 70, & 71 Rehabilitation	City of Orlando, Public Works 5100 L.B. McLeod Road Orlando, Florida 32811 407-246-2213 Phone 407-246-2886 Fax Buster Falls, Lift Station Manager Buster.falls@cityoforlando.net	City of Orlando, Public Works 400 South Orange Avenue Orlando, Florida 32802-4990 407-246-3756 Phone 407-246-2892 Fax Hector Sanchez, Project Manager	\$300,000.00	May-08	Dec-08
Lift Station #41 Rehabilitation	City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984 772-871-5224 Phone 772-871-7337 Fax Mike Jolly, Lift Station Leader Mjolly@cityofpsl.com		\$85,000.00	Apr-08	Jun-08

Project History

UF Pump Station No. 1 Renovation	University of Florida P.O. Box 117710 Gainesville, Florida 32611 352-294-0622 Phone 352-392-8837 Jeff Bair, Project Manager	Causeaux, Hewitt & Walpole Inc. 6011 NW 1st Place Gainesville, Florida 32607 352-331-1976 Phone 352-331-2476 Fax Matt Williams, Engineer	\$659,256.00	12-Mar	Jun-12
Manhole Rehabilitation	City of St. Pete Beach 155 Corey Avenue St. Pete Beach, Florida 33706 727-363-9254 Phone 727-367-2736 Fax Ian Wade Ian Wade@stpetebeach.org		\$32,460.00	12-Mar	12-Apr
Rehabilitation & Improvements to Master Lift Station 01	Florida Governmental Utility Authority 5660 Bayshore Road, Suite 36 North Fort Myers, Florida 33917 239-543-1005 Phone 239-543-2226 Fax Dwight Perry, Inspector Dperry@govmserv.com	Wade Trim 8745 Henderson Road, Suite 220 Renaissance 5 Tampa, Florida 33634 813-882-8366 Phone 813-884-5990 Fax Kenneth Hubacker P.E., Engineer	\$234,000.00	12-Jul	12-Sep
Lift Stations 30 & 32 Rehabilitation	City of Coral Springs 10300 NW 11th Manor Coral Springs, Florida 33071 954-753-0380 Phone 954-757-4850 Fax Steve Seigfried Steves@fladistricts.com		\$97,710.00	12-Aug	12-Oct
Lift Station #10 Rehabilitation	City of St. Pete Beach 155 Corey Avenue St. Pete Beach, Florida 33706 727-363-9254 Phone 727-367-2736 Fax Renee Cooper, CIP Construction Manager Rcooper@stpetebeach.org		\$116,112.00	12-Aug	12-Aug

Project History

Structural Repair of the Flow Equalization Basin	City of West Palm Beach 401 Crematis, 4th Floor West Palm Beach, Florida 33401 561-835-7400 X 7435 Phone 561-835-7420 Fax Jin Huo, Project Engineer jhuo@wpb.org	Holtz Consulting 50 S. US Hwy 1, Suite 20 Jupiter, Florida 33477-5107 561-575-2005 Phone 561-575-2009 Fax Curtis Robinson, Engineer	\$496,898.50	12-May	12-Nov
Indian Trace Development District Lift Station Phase II	City of Weston 17200 Royal Palm Boulevard Weston, Florida 33326 954-385-2000 Phone 954-385-2010 Fax Brad Kaine, Director of Utilities	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Sabrina Baglieri, P.E.	1,217,179.28	12-Oct	Jun-13
Wastewater Lift Station Rehabilitation Project	Palm Beach County Water Utilities District P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Victor Gutierrez, Purchasing Vgutierrez@pbwater.com	Palm Beach County BOCC WUD 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 561-493-6085 Duane Palumbo, Engineer	2,172,758.00	12-Oct	Nov-14
South Hutchinson Island Repump #2 Station Modifications	Fort Pierce Utility Authority 206 S. 6th Street Fort Pierce, Florida 34950-4222 772-466-1600 X 3472 Phone James Carnes Jcarnes@fpua.com	Kimley-Horne & Associates, Inc. 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411 561-840-0258 Phone Mark Miller	\$669,000.00	13-Jan	Oct-13
Strategic Wastewater Infrastructure Project Sewer Collection - City of Belle Glade	Palm Beach County Water Utilities Department P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6900 Phone Jackie Michels Jmichels@pbwater.com		\$1,918,320.00	13-Jan	Dec-13

Project History

Turtle Creek Force Main & Lift Station 84	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-709-3282 Phone 407-957-7369 Fax Corey Clough Cclough@stcloud.org		\$916,602.89	Mar-13	Dec-13
Lift Station No 1 Rehabilitation	City of Cape Canaveral 601 Thurm Blvd. Cape Canaveral, Florida 32920 321-868-1240 Phone 321-868-1233 Fax Lonnie Dunn Ldunn@cityofcapecanaveral.org		\$148,890.00	Dec-13	Jan-14
WTP Improvements	City of Mulberry 104 S. Church Street Mulberry, Florida 863-425-1125 John Wright	Envisors Engineers 2105 Dundee Road Winter Haven, Florida 33883-9309 863-324-1112 Phone 863-294-6185 Fax Asma Boukadoum	\$2,143,000.00	Jan-14	15-Apr
Cudjoe Regional Wastewater Inner Islands Collection System & Transmission System	Florida Aqueduct Authority 1100 Kennedy Drive Key West, Florida 33041-1239 305-296-2454 305-295-2188	Gianetti Contracting Corp 2660 NW 15th Ct #108 Pompano Beach, Florida 33069 954-551-4950 Phone 954-972-8104 Bob Henning	\$1,523,515.00	Jan-14	16-May
7th Street SW Booster Pump & VFD Replacement	Collier County 3299 Tamiami Trail E, Suite 700 Naples, Florida 34112-5749 239-252-8407 Phone 239-732-0844 Fax Tom Sivert TomSivert@colliergov.net	Holes Montes, Inc. 950 Encore Way Naples, Florida 34110 239-254-2043 Phone DebraHogue@hmeneng.com Deb Hogue	\$653,400.00	Dec-13	14-Oct

Project History

Water Treatment Plant Vacuum Filter Replacement	City of Naples 735 Eighth Street S Naples, Florida 34102 239-213-1000 Phone Justin Frederiksen jfrederiksen@naplesgov.com	Johnson Engineering 2122 Johnson Street Fort Myers, Florida 33901 239-461-2441 Phone 239-334-3661 Erik Howard elh@johnsoneng.com	\$767,510.00	Oct-13	May-14
Wastewater Gravity Sewer Rehab by CIPP	City of Tampa 3808 E 26th Ave. Tampa, Florida 33605 813-635-8400 Phone Raleigh Thomas, Jr. Raleigh.Thomas@tampagov.net		\$1,300,000.00	Apr-15	Present
Sanitary Sewer & Manholes Rehabilitation	City of Clearwater 727-224-7062 Phone Rose Lara Roselara@myclearwater.com		360,000.00	Apr-15	Present
Simmons Rd. Storm Drain Repairs	Nassau County 96161 Nassau Place Yulee, Florida 32097 904-491-7334 Phone 904-321-5926 Fax David Hearn Dhearn@nassaucountyfl.com		250,000.00	Apr-15	Apr-15
Covered Bridge Sewer Lining Project	Palm Beach County 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6138 Phone Vgutierrez@pbwater.com		325,913.00	May-15	Jun-15
Seven Springs Blvd. & Humbolt Ave. I & I Repairs	Florida Governmental Utility Authority 280 Wekiva Springs, Suite 200 Longwood, Florida 32779 407-629-6900x101 Phone Chris Couch Ccouch@govmserv.com		99,290.00	Apr-15	Apr-15

Project History

Belle Glade Sewer Infiltration & Inflow Improvements 2014 Project	Palm Beach County 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 Phone Duane Palumbo Dpalumbo@pbwater.com		1,794,613.00	Aug-14	Aug-15
C.I.P.P. Lining and Repairs	Lake City Utilities 205 N. Marion Avenue Lake City, Florida 32055 386-758-5456 Phone 386-623-0595 Fax Keith Hampton Hamptonk@lcfia.com		79,062.50	May-14	May-14
Lift Station 17 Rehabilitation	City of Boca Raton 1401 Glades Road Boca Raton, Florida 33431 561-338-7315 Phone Ken Goatley kgoatley@ci.boca-raton.fl.us		1,129,593.00	May-15	16-May
Lift Station C-05 & Forcemain Replacement	Brevard County BOCC 2725 Judge Fran Jamieson Way Viera, Florida 32940 321-633-2089 Phone Owen Coward owen.callard@brevardcounty.us		872,000.00	Jul-15	15-Dec
Lift Station M-6 Replacement	Brevard County BOCC 2725 Judge Fran Jamieson Way Viera, Florida 32940 321-633-2089 Phone Owen Callard owen.callard@brevardcounty.us		439,495.00	Sep-15	15-Nov
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Stations	Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461 John Rouse jrouse@vpsfl.org	Eckler Engineering Diego Herrera 954-510-4700 Phone Dh Herrera@ecklerengineering.com	568,102.00	Jan-15	Jun-15

Project History

Emergency CIPP Repair Johnson Street	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		79,062.50	May-14	Jun-14
CIPP Lining Shands Lake Shore Hospital	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		49,535.00	Jun-14	Jun-14
CIPP Lining 24" Storm Sewer	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		23,450.00	Jul-14	Jul-14
CIPP Lining 36" Storm Sewer	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		74,256.00	Aug-14	Aug-14
Leon Street Emergency 8" and 10" CIPP Lining	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		114,214.50	Aug-14	Aug-14
18" Storm Sewer Connection to Intracoastal CIPP Lining	Town of Manalapan 600 South Ocean Blvd. Manalapan, Florida 33462 561-309-8838 Phone Roy Fallon		20,250.00	Aug-14	Aug-14

Project History

CIPP Lining 12" Sanitary Sewer	City of Delray Beach 100 NW 1st Ave. Delray Beach, Florida 33444 561-243-7309 Phone Scott Solomon Solomon@cidelray-beach.fl.us	18,110.00	Aug-14	Aug-14
FGUA Mad Hatter Linda Lakes Collection System I & I Repair	Florida Governmental Utility Authority 280 Wekiva Springs, Suite 200 Longwood, Florida 32779 407-629-6900x101 Phone Chris Couch Ccouch@govmserv.com	68,700.00	Sep-14	Oct-14

Infrastructure Solution Services

Thomas Vill, P.E.

207,800.00 16-Jul Present

C-16 Rehabilitation

Brevard County BOCC

2725 Judge Fran Jamieson Way

Viera, Florida 32940

321-617-7390 Phone

321-617-7391 Fax

John McLester

Jonathan.McLester@brevardcounty.us

**WAGNER BONDING
&
INSURANCE, INC.**

November 10, 2016

Re: Hinterland Group, Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group, Inc. They are bonded by Berkley Insurance Company, an "AXV" rated surety in the AM Best Guide. Hinterland Group, Inc. has an excellent reputation in the community and we have not had a problem on any bonded work. While each project is approved on its own merits, Hinterland Group, Inc. has the ability to bond single projects in excess of \$7,000,000 with an aggregate limit of \$20,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both, Hinterland Group, Inc. and Berkley Insurance Company.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,
Wagner Bonding & Insurance, Inc



Daniel F. Wagner
Resident Florida Licensed Agent
Attorney-In-Fact

P.O. Box 91147 Lakeland, FL 33804
Phone 863-859-9823
Fax 863-815-1864

A310™ - 2010 Bid Bond

CONTRACTOR:

Hinterland Group, Inc.

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:

City of St. Pete Beach

BOND AMOUNT: \$ 5% of amount bid

PROJECT:
wastewater lift station Number 8 & 16

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5 day of November, 2016

Andrew Sharpe
(Witness)

Candace Wayne
(Witness)

Daniel Duke III (Seal)
President
(Title)

Berkley Insurance Company
(Surety)

attorney in fact, Daniel F. Wagner
(Title)

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Daniel F. Wagner of Wagner Bonding & Insurance, Inc. of Lakeland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of September, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5 day of November, 2016.

(Seal)

Andrew M. Tuma



Subcontractors

No subcontractors

992 W. 15th St, Riviera Beach, FL 33404
561-640-3503 OFFICE 561-640-3504 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615



III

References and Qualifications

See Attached References

See Attached History and Capability of Hinterland Group, Inc.

Hinterland Group, Inc. has no unresolved and or ongoing claims or disputes against our firm. There are no claims against the principals of our firm, and our company has no claims against a third party. No history of litigation in the last 5 years.

Hinterland Group, Inc. is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations.

See attached bonding capacity letter.

992 W. 15th St, Riviera Beach, FL 33404
561-640-3503 OFFICE 561-640-3504 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2016

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 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 South Shore Insurance Inc. 901 SW Martin Downs Blvd Palm City FL 34990	CONTACT NAME: Jennie Duke PHONE (A/C No. Ext): (772) 426-9973 FAX (A/C No.): (772) 221-1960 E-MAIL ADDRESS: jennie@southshore-insurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B : North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance Company	21113	INSURER B : North River Insurance Company	21105	INSURER C : Zurich American Insurance Company	16535	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Hinterland Group Inc. 992 W. 15th Street Riviera Beach, FL 33404															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒	COMMERCIAL GENERAL LIABILITY			543-996750-6	01/31/2016	01/31/2017	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	☒	XCU Coverage Included						MED EXP (Any one person)	\$ 5,000
	☐							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC							PRODUCTS - COM/POP AGG	\$ 2,000,000
	☐ OTHER:								\$
A	AUTOMOBILE LIABILITY				133-738474-5	01/31/2016	01/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO	☐	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS	☐	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS	☒					PROPERTY DAMAGE (Per accident)	\$
	☐		☐						\$
B	☒	UMBRELLA LIAB	☒	OCCUR	5821046487	01/31/2016	01/31/2017	EACH OCCURRENCE	\$ 4,000,000
		EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$
	☐	DED	☐	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	408-727975-5	01/31/2016	01/31/2017	☒ PER STATUTE	☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☒ Y					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Inland Marine				CPP5933061-02	01/31/2016	01/31/2017	Rented/Leased Equi	\$220,000

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Certificate holder is listed as an additional insured only if required by written contract/agreement with the insured executed prior to accident or loss.

A Waiver of Subrogation is provided only if required by written contract/agreement with the insured executed prior to accident or loss.

CERTIFICATE HOLDER BIDDING PURPOSES ONLY	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 <JND>
--	---

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V. Contractor Education & Training



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

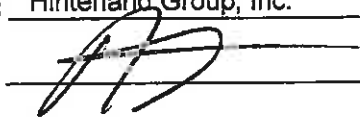
Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

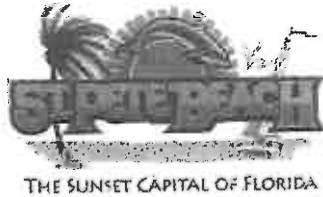
Company Name: Hinterland Group, Inc.

Signature: 

Name/Title: Daniel Duke III / President

Date: 11/14/2016

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.



RFB for Wastewater Lift Station Numbers 8 and 16

November 8, 2016

Addendum 1: Items Discussed at Pre-bid Meeting and Questions Answered

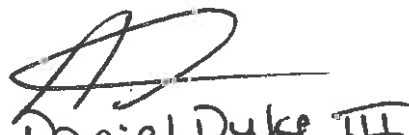
This Addendum presents clarifications to items discussed at the pre-bid meeting as well as answers to questions presented to the City since the meeting, which was held on November 1st, 2016:

- **This Addendum does not change the due date or time for this solicitation (November 14th, 2016 at 3 PM).**
- Due to the recent failure of the pumps at lift station 8, the City was required to install a temporary bypass system (as discussed in the RFB). To accommodate the adjacent resident requests to replace the existing diesel powered bypass pump with a quieter electric pump, the City has elected to enlist the services of an electrical contractor to preemptively install the three phase power necessary for the proposed renovations to lift station 8.

The installation of three phase power was part of the original scope of this bid solicitation, specifically included as part of line item 27, titled "Electrical and I&C". To account for the preemptive installation and subsequent reduction in the scope of line item 27, please refer to the "Revised Electrical Plan Pages" included with this Addendum and incorporate the changes into your bid.

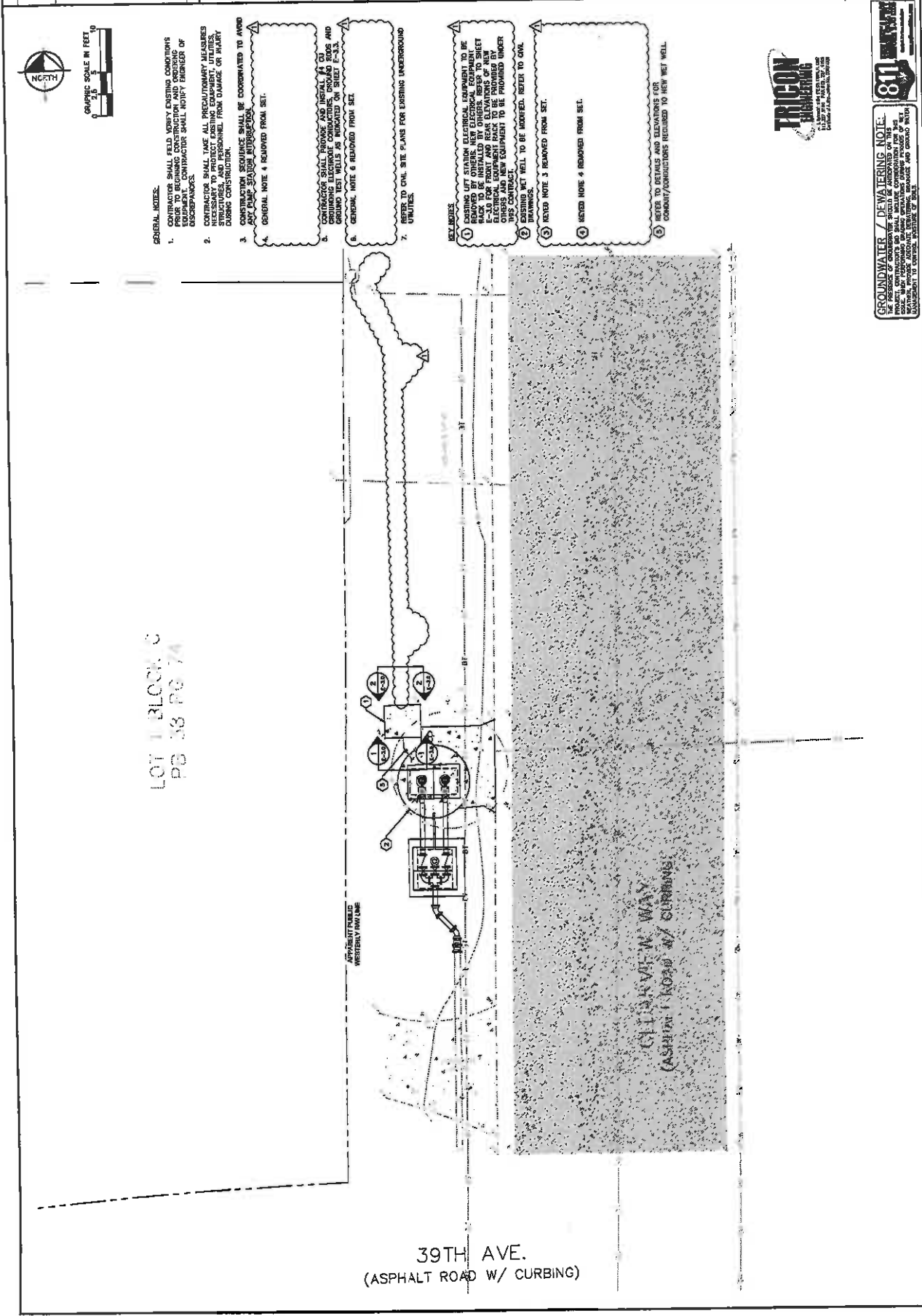
Note that this item does not affect Lift Station 16 in any way.

- The "Liability Insurance" section incorrectly lists a requirement for Builder's Risk Insurance on page 16 of the RFB. Builder's Risk Insurance is not listed in Section IV ("Certificate of Insurance") and is not required for this bid.
- To clarify the information requested during the pre-bid meeting for sub-contractors, the City does not require necessary documentation (i.e. insurance, references, etc.) for trade subs. The complete information package is only required if a subcontractor may be utilized for General Contracting services.


Daniel Duke III
11/8/2016

1

PROJECT NO. 1858-012		DATE NOVEMBER 2016		CITY OF ST. PETE BEACH REHABILITATION LIFT STATION NO. 8 FLORIDA	
SHEET NUMBER E-0.1		PROJECT NO. 1858-012		DATE NOVEMBER 2016	
PROJECT NO. 1858-012		DATE NOVEMBER 2016		CITY OF ST. PETE BEACH REHABILITATION LIFT STATION NO. 8 FLORIDA	



CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION AND REPORT DISCREPANCIES TO THE ENGINEER IMMEDIATELY. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCIES.

CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITIES, STRUCTURES, AND PERSONNEL FROM DAMAGE OR HARM DURING CONSTRUCTION.

CONSTRUCTION SEQUENCE SHALL BE COORDINATED TO AVOID ANY PUMP STATION INTERFERENCE.

GENERAL NOTE 4 REQUIRED FROM SET.

CONTRACTOR SHALL PROVIDE AND INSTALL (4) (4) GROUNDING ELECTRODE CONDUCTORS, GROUND RODS AND GROUND TEST WELLS AS SHOWN ON SET.

GENERAL NOTE 6 REQUIRED FROM SET.

REFER TO CIVIL SITE PLANS FOR EXISTING UNDERGROUND UTILITIES.

KEY NOTES:

1. ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY OTHERS. NEW ELECTRICAL EQUIPMENT TO BE INSTALLED BY OTHERS. REFER TO SET FOR DETAILS. ELECTRICAL EQUIPMENT TO BE PROVIDED BY OTHERS AND NEW EQUIPMENT TO BE PROVIDED UNDER OTHERS. REFER TO SET FOR DETAILS.
2. REFER TO SET WELL TO BE ADJUSTED. REFER TO CIVIL DRAWINGS.
3. REFER TO SET J REMOVED FROM SET.
4. REFER TO SET K REMOVED FROM SET.
5. REFER TO SET L REMOVED FROM SET.
6. REFER TO SET M REMOVED FROM SET.
7. REFER TO SET N REMOVED FROM SET.

REFER TO DETAILS AND ELEVATIONS FOR CONDUIT/CONDUCTIONS REQUIRED TO NEW WELLS.

LOT 1 BLOCK C
PG 18 PG 74

39TH AVE.
(ASPHALT ROAD W/ CURBING)

TRICON ENGINEERING
1111 1st Street, Suite 100
St. Petersburg, FL 33705
Phone: (727) 424-1111
Fax: (727) 424-1112
Email: info@triconeng.com

GROUNDWATER / DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE ADVERTISED ON THE SET. CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR SHALL ADVISE THE ENGINEER OF ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION.



RFB for Wastewater Lift Station Numbers 8 and 16

November 9, 2016

Addendum 2: Bid Date Extension:

*The City has received numerous Requests for Clarification or Information regarding this solicitation. In order to properly address these items, **the due date for the submittal of bids has been changed** from Monday, November 14, 2016 at 3:00 pm to Monday, November 21, 2016 at 10 am.*

Additional questions and requests for clarification or information will be accepted by the City until Monday, November 14, 2015 at 12:00 pm (noon). Addendum 3, which will answer all questions presented up until that date and time, will be issued early next week.

*Again, bids for the Wastewater Lift Station Numbers 8 and 16 project must now be received no later than **Monday, November 21, 2016 at 10 am** in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach, Florida, at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.*


Daniel Duke III
11/9/2016



RFB for Wastewater Lift Station Numbers 8 and 16

November 15, 2016

Addendum 3: Additional Questions Answered

This Addendum presents answers to questions presented to the City since the issuance of previous Addendums:

1. The City has uploaded to Dropbox.com photographs of the existing conditions at each lift station. These photos can be viewed at:

https://www.dropbox.com/scl/fi/2a81gcij93z0727xvvs7i?oref=e&r=AASYBoFgpquKN-hWq03vZhWlWPrrSgzZL3A8K9zqrV8j4cw1NABE2jDICgV4UgRjV3eiGDkmvXazIowb_OWQ2hoDYmX4FVDbXVPeCOL2HqhWSG1wYkwTnJjqgDZsBV17-LUQQ4R-DT6GOBA7UkIhY2NCKHS4-nzUfiin6_hDOz2JuoV_zfkTSDU5KXl-gWjKmM&sm=1

2. The City anticipates a monthly electric bypass pump rental cost of approximately \$1,895 for Lift Station 8 (as described in Addendum 1).
3. *Question: Please confirm estimated date of award and NTP.*

The City plans to present the results of the bid and request contract approval from City Commission on December 12, 2016 with notice to proceed the following day.

4. *Please confirm Engineering and/or project budget we can report to Surety.*

The Engineer of Record has provided an opinion of probable cost of \$342,320, which included a 10% contingency and the original 3-phase power connection at lift station 8 (which has since been removed from the scope per Addendum 1).

5. *Please confirm TDH, design max GPM, and FM pressures at each station*

Section 10.03 on Page 10-2 of the specifications lists the design parameters of each station.

6. *If the contractor elects to use electric primary bypass pump, will the City assume cost of billed electrical use?*

Yes

7. *Please confirm average monthly operating costs (Electric) over 6 month period for each station.*

With both stations being converted from single to 3-phase power and the City continuing to pay for any electrical costs during construction, the previous monthly cost at each station is not relevant.

8. *Please confirm if IET is an approved coating system for use on project. See attached specification file.*

Only a Cementitious Liner Material with 100% pure calcium aluminate which complies with specification section 15.06 will be considered. From the information provided, IET does not meet the specification.

9. *Wet well invert callouts specify non-shrink grout. Will the Engineer accept low slump concrete, 3000 PSI for surfaces opposite of pump bases in lieu of N/S grout?*

Non-shrink grout must be used per the plans and specifications.

10. *Regarding LS 16, does City have any information on depth of existing FM where it intersects in plan view with the existing RW?*

The City does not have any record drawings or information on the depth of the existing FM. Per the survey, only the top elevation of 1.81' and 1.83' within the existing wet well is known. Per note on sheet C-0.3 Contractor is to field verify size and location of existing force main.

11. *Please confirm if orange safety grate systems are required for hatches.*

Safety hatches are required for the wet well and valve vault hatches Per Section 10.01 of the specifications.

12. *Regarding LS 8, there is an existing BT line running north and south that appears to be in conflict with the proposed LS improvements. Is the City coordinating with the BT agency to have this BT relocated prior to the LS mobilization?*

Existing BT line (Frontier/Verizon) running north to south has not been located. Per note on plan sheet C-0.1 Contractor is to verify location and depth before construction. Contractor is to coordinate with City if relocation is required.

13. *Please confirm whether or not the City has coordinated/scheduled site electrical modifications with DUKE in advance of LS construction activity.*

Electrical service has been coordinated with Duke on both stations and will be complete in advance of construction. Further, as stated in Addendum 1, the City has elected to enlist the services of an electrical contractor to preemptively install the three phase power necessary for the proposed renovations to lift station 8.

14. *Please confirm estimated storage time in sewer system following LS shutdown.*

According to observed cycle times, lift stations 8 and 16 have estimated storage times of 2-3 and 1-2 hours, respectively.


Daniel Duke III
11/15/2016

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City received sealed bids from four contractors with unit prices for Wastewater System Manhole Rehabilitation on November 3rd, 2016. After a review of the unit prices provided (multiplied by the arbitrary quantities inserted into the solicitation for comparison) and the required bid submittals, Rowland, Inc. was determined to be the lowest qualified bidder.

We are requesting authorization to enter into a unit rate purchasing agreement with Rowland, Inc. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Pipe Lining and Point Repairs, will not exceed the FY17 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration

**Requested
Motion:**

“I move to authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.”

Attachments: Bid Tabulation
Purchase Agreement

**Reviewed by
City Manager:** WS



Bid Results - Manhole Rehabilitation

11/03/16

Item	TV Diversified	Rowland	Hinterland	VacVision
Maintenance of Traffic (MOT)	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 40.00
Repair Manhole Bench and Channel	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
Repair Chimney, Adjust/Replace MH Casting - Unpaved	\$ 8,000.00	\$ 3,750.00	\$ 5,000.00	\$ 7,000.00
Repair Chimney, Adjust/Replace MH Casting - Asphalt Pavement	\$ 120,000.00	\$ 47,500.00	\$ 60,000.00	\$ 100,000.00
Rebuild Corbel/Chimney for Type B Manhole Casting	\$ 4,500.00	\$ 2,000.00	\$ 10,000.00	\$ 15,000.00
Furnish Manhole Casting - Type B	\$ 5,950.00	\$ 3,650.00	\$ 5,000.00	\$ 3,500.00
Furnish Manhole Casting - Type E	\$ 13,950.00	\$ 5,250.00	\$ 13,500.00	\$ 10,500.00
"Severe" Manhole Infiltration Elimination	\$ 10,000.00	\$ 5,250.00	\$ 10,000.00	\$ 10,000.00
Chemical Sealing - Grout	\$ 3,750.00	\$ 500.00	\$ 5,000.00	\$ 1,000.00
Internal Chimney Sealant - Type B Manhole Casing	\$ 2,250.00	\$ 875.00	\$ 4,000.00	\$ 3,000.00
Internal Chimney Sealant - Type E Manhole Casing	\$ 3,500.00	\$ 1,750.00	\$ 8,000.00	\$ 6,000.00
Stainless Steel Manhole Cover Insert	\$ 4,500.00	\$ 1,100.00	\$ 3,000.00	\$ 2,000.00
Additional Access Cost for Manhole Coating	\$ 5,000.00	\$ 100.00	\$ 2,500.00	\$ 10.00
Bypass Pumping Setup - 12" diameter and less	\$ 40,000.00	\$ 1,000.00	\$ 10,000.00	\$ 20.00
Bypass Pumping Setup - 15" to 21" diameter	\$ 30,000.00	\$ 1,000.00	\$ 8,000.00	\$ 10,000.00
Bypass Pumping Setup - 24" diameter	\$ 20,000.00	\$ 750.00	\$ 7,500.00	\$ 15,000.00
Bypass Pumping Operation - 12" diameter and less	\$ 45,000.00	\$ 2,500.00	\$ 10,000.00	\$ 50.00
Bypass Pumping Operation - 15" to 21" diameter	\$ 45,000.00	\$ 2,500.00	\$ 5,000.00	\$ 25.00
Bypass Pumping Operation - 24" diameter	\$ 36,000.00	\$ 2,250.00	\$ 7,500.00	\$ 15.00
Blended Calcium Aluminate Cementitious MH Coating - 48" diameter, Initial	\$ 7,950.00	\$ 3,200.00	\$ 10,000.00	\$ 5,000.00
Blended Calcium Aluminate Cementitious MH Coating - 60" diameter, Initial	\$ 5,325.00	\$ 1,825.00	\$ 7,000.00	\$ 3,000.00
Blended Calcium Aluminate Cementitious MH Coating - 72" diameter, Initial	\$ 5,420.00	\$ 1,580.00	\$ 6,400.00	\$ 2,880.00
Blended Calcium Aluminate Cementitious MH Coating - 48" diameter, Additional	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00	\$ 6,250.00
Blended Calcium Aluminate Cementitious MH Coating - 60" diameter, Additional	\$ 6,250.00	\$ 2,625.00	\$ 3,000.00	\$ 3,925.00
Blended Calcium Aluminate Cementitious MH Coating - 72" diameter, Additional	\$ 6,000.00	\$ 2,300.00	\$ 2,400.00	\$ 3,600.00

Item		TV Diversified	Rowland	Hinterland	VacVision
Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Initial		\$ 50,250.00	\$ 27,750.00	\$ 50,000.00	\$ 37,650.00
Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Initial		\$ 13,350.00	\$ 6,300.00	\$ 14,000.00	\$ 9,340.00
Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Initial		\$ 8,525.00	\$ 3,750.00	\$ 8,000.00	\$ 5,650.00
Pure Calcium Aluminate Cementitious MH Coating - 48" diameter, Additional		\$ 62,250.00	\$ 38,750.00	\$ 25,000.00	\$ 47,500.00
Pure Calcium Aluminate Cementitious MH Coating - 60" diameter, Additional		\$ 15,750.00	\$ 9,750.00	\$ 6,000.00	\$ 11,650.00
Pure Calcium Aluminate Cementitious MH Coating - 72" diameter, Additional		\$ 9,375.00	\$ 5,875.00	\$ 3,000.00	\$ 7,075.00
Polymer MH Coating - 48" diameter, Initial		\$ 6,275.00	\$ 3,600.00	\$ 6,000.00	\$ 5,000.00
Polymer MH Coating - 60" diameter, Initial		\$ 8,350.00	\$ 4,475.00	\$ 7,500.00	\$ 6,250.00
Polymer MH Coating - 72" diameter, Initial		\$ 10,600.00	\$ 5,600.00	\$ 8,500.00	\$ 7,535.00
Polymer MH Coating - 48" diameter, Additional		\$ 7,875.00	\$ 6,000.00	\$ 2,750.00	\$ 6,250.00
Polymer MH Coating - 60" diameter, Additional		\$ 9,750.00	\$ 7,500.00	\$ 3,250.00	\$ 7,800.00
Polymer MH Coating - 72" diameter, Additional		\$ 11,750.00	\$ 9,325.00	\$ 3,500.00	\$ 9,425.00
Reinforced Polymer MH Coating - 48" diameter, Initial		\$ 9,875.00	\$ 5,050.00	\$ 6,000.00	\$ 8,000.00
Reinforced Polymer MH Coating - 60" diameter, Initial		\$ 12,375.00	\$ 6,250.00	\$ 7,500.00	\$ 9,950.00
Reinforced Polymer MH Coating - 72" diameter, Initial		\$ 14,825.00	\$ 7,500.00	\$ 8,500.00	\$ 12,055.00
Reinforced Polymer MH Coating - 48" diameter, Additional		\$ 16,500.00	\$ 8,500.00	\$ 2,750.00	\$ 10,000.00
Reinforced Polymer MH Coating - 60" diameter, Additional		\$ 20,625.00	\$ 10,625.00	\$ 3,250.00	\$ 12,500.00
Reinforced Polymer MH Coating - 72" diameter, Additional		\$ 24,750.00	\$ 12,750.00	\$ 3,500.00	\$ 15,000.00
Concrete Curb Replacement - Type D		\$ 5,000.00	\$ 4,400.00	\$ 6,000.00	\$ 5,000.00
Concrete Curb Replacement - Type F		\$ 6,500.00	\$ 5,400.00	\$ 6,000.00	\$ 5,000.00
Concrete Curb Replacement - Miami Curb		\$ 6,500.00	\$ 8,100.00	\$ 6,000.00	\$ 5,000.00
Concrete Sidewalk Replacement - 4" Thick		\$ 3,750.00	\$ 500.00	\$ 3,250.00	\$ 2,000.00
Concrete Sidewalk Replacement - 6" Thick		\$ 4,500.00	\$ 550.00	\$ 3,750.00	\$ 2,000.00
Concrete Driveway Replacement - 4" Thick		\$ 2,250.00	\$ 600.00	\$ 3,250.00	\$ 2,000.00
Concrete Driveway Replacement - 6" Thick		\$ 4,250.00	\$ 600.00	\$ 3,750.00	\$ 2,000.00

Total

\$ 784,645.00

\$ 299,955.00

\$ 417,800.00

\$ 464,445.00

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Manhole Rehabilitation

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

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

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

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

[signature page to follow]

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

Rowland, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Point Repairs, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City received sealed bids from Rowland, Inc. with unit prices for Wastewater System Point Repairs on November 3rd, 2016. After a review of the unit prices provided (multiplied by the arbitrary quantities inserted into the solicitation for comparison) and the required bid submittals, the City has elected to award the contract to Rowland, Inc.

We are requesting authorization to enter into a unit rate purchasing agreement with Rowland, Inc. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Manhole Rehabilitation and Pipe Lining, will not exceed the FY17 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration

**Requested
Motion:**

“I move to authorize the City Manager to enter into a unit price purchasing agreement with Rowland, Inc. for Wastewater System Point Repairs, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.”

Attachments: Purchase Agreement

**Reviewed by
City Manager:** _____ WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

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As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
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Pinellas Park, FL 33782

As to CITY:

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

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

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

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

[signature page to follow]

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

Rowland, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.

Date: December 12, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City received sealed bids from ten contractors with unit prices for Wastewater System Pipe Lining on November 3rd, 2016. After a review of the unit prices provided (multiplied by the arbitrary quantities inserted into the solicitation for comparison) and the required bid submittals, Insituform Technologies, LLC was determined to be the lowest qualified bidder.

We are requesting authorization to enter into a unit rate purchasing agreement with Insituform Technologies, LLC. Purchase orders to be issued under this contract, combined with the purchase orders to be issued for Wastewater System Manhole Rehabilitation and Point Repairs, will not exceed the FY17 CIP budget for Inflow and Infiltration.

Funding: CIP – Inflow & Infiltration

**Requested
Motion:**

“I move to authorize the City Manager to enter into a unit price purchasing agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining, with purchases made under this agreement not to exceed the FY17 CIP budget for Inflow and Infiltration.”

Attachments: Bid Tabulation
Purchase Agreement

**Reviewed by
City Manager:** WS



Items		American Infr.	Lanzo	SAK	Layne	VacVision	Hinterland	Insituform	Ric-man	Metro	Kenny
Maintenance of Traffic (MOT)		\$ 1,500.00	\$ 75,000.00	\$ 52,500.00	\$ 150.00	\$ 150,000.00	\$ 15,000.00	\$ 6,300.00	\$ 30,000.00	\$ 30,000.00	\$ 55,500.00
CPP Main Liner 6" Diameter - 6.0 mm thickness		\$ 30,800.00	\$ 85,800.00	\$ 82,500.00	\$ 33,000.00	\$ 55,000.00	\$ 44,000.00	\$ 48,125.00	\$ 33,000.00	\$ 66,000.00	\$ 89,650.00
CPP Main Liner 8" Diameter - 6.0 mm thickness		\$ 1,949,400.00	\$ 1,877,200.00	\$ 2,166,000.00	\$ 1,949,400.00	\$ 2,527,000.00	\$ 1,588,400.00	\$ 1,756,300.00	\$ 1,805,000.00	\$ 2,021,600.00	\$ 1,949,400.00
CPP Main Liner 10" Diameter - 6.0 mm thickness		\$ 115,200.00	\$ 115,200.00	\$ 115,200.00	\$ 111,600.00	\$ 136,800.00	\$ 129,600.00	\$ 85,500.00	\$ 111,600.00	\$ 126,000.00	\$ 118,800.00
CPP Main Liner 12" Diameter - 6.0 mm thickness		\$ 93,600.00	\$ 91,200.00	\$ 91,200.00	\$ 91,200.00	\$ 108,000.00	\$ 105,600.00	\$ 61,080.00	\$ 108,000.00	\$ 91,200.00	\$ 92,400.00
CPP Main Liner 15" Diameter - 7.5 mm thickness		\$ 82,500.00	\$ 78,000.00	\$ 90,000.00	\$ 66,000.00	\$ 97,500.00	\$ 75,000.00	\$ 57,975.00	\$ 70,500.00	\$ 79,500.00	\$ 70,125.00
CPP Main Liner 18" Diameter - 9.0 mm thickness		\$ 126,000.00	\$ 126,000.00	\$ 144,000.00	\$ 90,000.00	\$ 180,000.00	\$ 111,600.00	\$ 96,030.00	\$ 93,600.00	\$ 117,000.00	\$ 97,650.00
CPP Main Liner 21" Diameter - 9.0 mm thickness		\$ 266,800.00	\$ 232,000.00	\$ 362,500.00	\$ 217,500.00	\$ 435,000.00	\$ 226,200.00	\$ 160,805.00	\$ 200,100.00	\$ 232,000.00	\$ 214,600.00
CPP Main Liner 24" Diameter - 10.5 mm thickness		\$ 399,000.00	\$ 380,000.00	\$ 570,000.00	\$ 304,000.00	\$ 570,000.00	\$ 361,000.00	\$ 253,270.00	\$ 304,000.00	\$ 418,000.00	\$ 317,300.00
CPP Main Liner 6" Diameter - Thickness Variance + 1.5mm		\$ 105.00	\$ 30.00	\$ 75.00	\$ 30.00	\$ 900.00	\$ 150.00	\$ 75.00	\$ 600.00	\$ 30.00	\$ 375.00
CPP Main Liner 8" Diameter - Thickness Variance + 1.5mm		\$ 2,500.00	\$ 500.00	\$ 5,000.00	\$ 1,250.00	\$ 15,000.00	\$ 2,500.00	\$ 1,250.00	\$ 10,000.00	\$ 500.00	\$ 7,250.00
CPP Main Liner 10" Diameter - Thickness Variance + 1.5mm		\$ 700.00	\$ 100.00	\$ 1,000.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 1,400.00	\$ 3,000.00	\$ 120.00	\$ 1,500.00
CPP Main Liner 12" Diameter - Thickness Variance + 1.5mm		\$ 850.00	\$ 2,000.00	\$ 1,000.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 4,000.00	\$ 140.00	\$ 1,900.00
CPP Main Liner 15" Diameter - Thickness Variance + 1.5mm		\$ 300.00	\$ 900.00	\$ 600.00	\$ 750.00	\$ 900.00	\$ 150.00	\$ 570.00	\$ 1,500.00	\$ 48.00	\$ 645.00
CPP Main Liner 18" Diameter - Thickness Variance + 1.5mm		\$ 345.00	\$ 900.00	\$ 600.00	\$ 1,050.00	\$ 900.00	\$ 150.00	\$ 600.00	\$ 1,800.00	\$ 60.00	\$ 900.00
CPP Main Liner 21" Diameter - Thickness Variance + 1.5mm		\$ 435.00	\$ 900.00	\$ 900.00	\$ 1,200.00	\$ 900.00	\$ 150.00	\$ 1,020.00	\$ 2,400.00	\$ 30.00	\$ 600.00
CPP Main Liner 24" Diameter - Thickness Variance + 1.5mm		\$ 555.00	\$ 900.00	\$ 1,200.00	\$ 1,350.00	\$ 900.00	\$ 150.00	\$ 1,020.00	\$ 3,000.00	\$ 45.00	\$ 1,290.00
Bypass Pumping Setup - 12" diameter and less		\$ 7,500.00	\$ 2,500.00	\$ 150,000.00	\$ 5.00	\$ 25,000.00	\$ 100,000.00	\$ 2,645.00	\$ 17,500.00	\$ 1,000.00	\$ 18,750.00
Bypass Pumping Setup - 15" to 21" diameter		\$ 7,000.00	\$ 40,000.00	\$ 100,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 5,300.00	\$ 17,000.00	\$ 20,000.00	\$ 10,000.00
Bypass Pumping Setup - 24" diameter		\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 25,000.00	\$ 15,000.00	\$ 7,925.00	\$ 9,000.00	\$ 15,000.00	\$ 6,750.00
Bypass Pumping Operation - 12" diameter and less		\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10.00	\$ 25,000.00	\$ 20,000.00	\$ 110.00	\$ 1,800.00	\$ 2,000.00	\$ 42,500.00
Bypass Pumping Operation - 15" to 21" diameter		\$ 4,000.00	\$ 8,000.00	\$ 40,000.00	\$ 10,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,440.00	\$ 10,000.00	\$ 16,000.00	\$ 22,000.00
Bypass Pumping Operation - 24" diameter		\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 10,000.00	\$ 12,000.00	\$ 10,000.00	\$ 5,280.00	\$ 30,000.00	\$ 13,000.00	\$ 6,500.00
Normal Cleaning - 6" and 8" diameter		\$ 95,290.00	\$ 219,900.00	\$ 293,200.00	\$ 36,665.00	\$ 146,600.00	\$ 73,300.00	\$ 139,270.00	\$ 366,500.00	\$ 175,920.00	\$ 128,275.00
Normal Cleaning - 10" and 12" diameter		\$ 10,500.00	\$ 18,000.00	\$ 30,000.00	\$ 6,000.00	\$ 18,000.00	\$ 9,000.00	\$ 12,600.00	\$ 33,000.00	\$ 14,700.00	\$ 12,000.00
Normal Cleaning - 15" and 18" diameter		\$ 13,200.00	\$ 9,900.00	\$ 23,100.00	\$ 6,600.00	\$ 16,500.00	\$ 6,600.00	\$ 6,930.00	\$ 21,450.00	\$ 8,250.00	\$ 14,025.00
Normal Cleaning - 21" and 24" diameter		\$ 40,200.00	\$ 20,100.00	\$ 67,000.00	\$ 20,100.00	\$ 67,000.00	\$ 20,100.00	\$ 14,070.00	\$ 56,950.00	\$ 23,450.00	\$ 53,600.00
Specialty Cleaning - 6" and 8" diameter		\$ 1,250.00	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	\$ 12,000.00	\$ 10,000.00	\$ 3,700.00	\$ 5,000.00	\$ 8,000.00	\$ 10,000.00
Specialty Cleaning - 10" and 12" diameter		\$ 250.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,200.00	\$ 480.00	\$ 700.00	\$ 1,000.00	\$ 1,400.00
Specialty Cleaning - 15" and 18" diameter		\$ 175.00	\$ 1,000.00	\$ 1,500.00	\$ 1,250.00	\$ 900.00	\$ 750.00	\$ 635.00	\$ 500.00	\$ 1,000.00	\$ 750.00
Specialty Cleaning - 21" and 24" diameter		\$ 500.00	\$ 4,000.00	\$ 3,600.00	\$ 2,500.00	\$ 2,200.00	\$ 1,800.00	\$ 1,590.00	\$ 1,500.00	\$ 2,500.00	\$ 1,800.00
Chemical Sealing of Host Pipe - 10" diameter and less		\$ 3,000.00	\$ 15,000.00	\$ 90,000.00	\$ 3,000.00	\$ 60,000.00	\$ 1,350.00	\$ 3,960.00	\$ 10,500.00	\$ 2,400.00	\$ 75,000.00
Chemical Sealing of Host Pipe - 12" and 15" diameter		\$ 2,000.00	\$ 7,000.00	\$ 50,000.00	\$ 1,500.00	\$ 30,000.00	\$ 500.00	\$ 2,380.00	\$ 5,500.00	\$ 900.00	\$ 25,000.00
Chemical Sealing of Host Pipe - 18" to 24" diameter		\$ 1,875.00	\$ 5,000.00	\$ 40,000.00	\$ 1,500.00	\$ 15,000.00	\$ 300.00	\$ 1,715.00	\$ 5,500.00	\$ 500.00	\$ 20,000.00
Chemical Sealing - Grout		\$ 1,500.00	\$ 10,000.00	\$ 30,000.00	\$ 1,500.00	\$ 3,000.00	\$ 10,000.00	\$ 1,160.00	\$ 4,200.00	\$ 3,000.00	\$ 2,500.00
Removal & Sealing of Protruding Service		\$ 5,700.00	\$ 25,000.00	\$ 8,750.00	\$ 6,250.00	\$ 6,250.00	\$ 7,500.00	\$ 10,975.00	\$ 16,250.00	\$ 10,000.00	\$ 7,500.00
Additional Access Cost Main Liner		\$ 2,500.00	\$ 25,000.00	\$ 75,000.00	\$ 25.00	\$ 12,500.00	\$ 3,750.00	\$ 7,925.00	\$ 15,000.00	\$ 7,500.00	\$ 37,500.00
Service Reconnection		\$ 60,000.00	\$ 100,000.00	\$ 65,000.00	\$ 110,000.00	\$ 100,000.00	\$ 100,000.00	\$ 128,200.00	\$ 111,200.00	\$ 159,000.00	\$ 90,000.00
CPP Liner Testing		\$ 1,070.00	\$ 5,000.00	\$ 1,625.00	\$ 1,250.00	\$ 12,500.00	\$ 1,750.00	\$ 1,545.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Total		\$ 3,343,100.00	\$ 3,653,430.00	\$ 4,870,550.00	\$ 3,165,385.00	\$ 4,925,850.00	\$ 3,101,550.00	\$ 2,899,655.00	\$ 3,522,650.00	\$ 3,667,893.00	\$ 3,607,735.00

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC
Wastewater System Pipe Lining

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

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

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to CITY:

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

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

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

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

[signature page to follow]

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

Insituform Technologies, LLC:

Signature: *Diane Partridge*

By: Diane Partridge

Its: Contracting and Attesting Officer

Date: 12/5/16

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

EXHIBIT “A”

Florida Public Records Law

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city.

This is a new legal requirement.

119.0701, Fla.Stat. Contracts; public records.—

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

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

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

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in underground utility construction and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

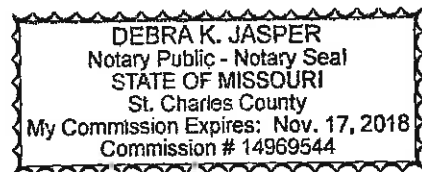
The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "WASTEWATER SYSTEM PIPE LINING"

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "WASTEWATER SYSTEM PIPE LINING".

COMPANY: Insituform Technologies, LLC DATE: November 3, 2016
ADDRESS: 17988 Edison Avenue, Chesterfield, MO 63005 PHONE: (636) 530-8000

BY: *Diane Partridge*
(SIGNATURE)
NAME: Diane Partridge, Contracting and Attesting Officer
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 3rd day
of November, 2016 *Debra K. Jasper*
(Notary Public)
Nov 17, 2018
(My Commission Expires)



SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

BID SCHEDULE

	Description	EST QTY	UNIT	UNIT RATE	TOTAL
1	MOT	150	DAY	\$12.00	\$1,800.00
2	CIPP Main Liner 6" Diameter - 6.0 mm thickness	1100	LF	\$43.75	\$48,125.00
3	CIPP Main Liner 8" Diameter - 6.0 mm thickness	72200	LF	\$22.75	\$1,756,300.00
4	CIPP Main Liner 10" Diameter - 6.0 mm thickness	3600	LF	\$23.75	\$85,500.00
5	CIPP Main Liner 12" Diameter - 6.0 mm thickness	2400	LF	\$25.45	\$61,080.00
6	CIPP Main Liner 15" Diameter - 7.5 mm thickness	1500	LF	\$38.65	\$57,975.00
7	CIPP Main Liner 18" Diameter - 9.0 mm thickness	1800	LF	\$53.35	\$96,030.00
8	CIPP Main Liner 21" Diameter - 9.0 mm thickness	2900	LF	\$55.45	\$160,805.00
9	CIPP Main Liner 24" Diameter - 10.5 mm thickness	3800	LF	\$66.65	\$253,270.00
10	CIPP Main Liner 6" Diameter - Thickness Variance $\pm$ 1.5mm	300	LF	\$0.25	\$75.00
11	CIPP Main Liner 8" Diameter - Thickness Variance $\pm$ 1.5mm	5000	LF	\$0.25	\$250.00
12	CIPP Main Liner 10" Diameter - Thickness Variance $\pm$ 1.5mm	1000	LF	\$1.40	\$1,400.00
13	CIPP Main Liner 12" Diameter - Thickness Variance $\pm$ 1.5mm	1000	LF	\$1.50	\$1,500.00
14	CIPP Main Liner 15" Diameter - Thickness Variance $\pm$ 1.5mm	300	LF	\$1.70	\$510.00
15	CIPP Main Liner 18" Diameter - Thickness Variance $\pm$ 1.5mm	300	LF	\$2.00	\$600.00
16	CIPP Main Liner 21" Diameter - Thickness Variance $\pm$ 1.5mm	300	LF	\$3.40	\$1,020.00
17	CIPP Main Liner 24" Diameter - Thickness Variance $\pm$ 1.5mm	300	LF	\$3.40	\$1,020.00
18	Bypass Pumping Setup - 12" diameter and less	50	EA	\$52.90	\$2,645.00
19	Bypass Pumping Setup - 15" to 21" diameter	20	EA	\$265.00	\$5,300.00
20	Bypass Pumping Setup - 24" diameter	5	EA	\$585.00	\$2,925.00
21	Bypass Pumping Operation - 12" diameter and less	100	DAY	\$1.10	\$110.00
22	Bypass Pumping Operation - 15" to 21" diameter	40	DAY	\$211.00	\$8,440.00
23	Bypass Pumping Operation - 24" diameter	10	DAY	\$528.00	\$5,280.00
24	Normal Cleaning - 6" and 8" diameter	73300	LF	\$1.90	\$13,927.00
25	Normal Cleaning - 10" and 12" diameter	6000	LF	\$2.10	\$12,600.00
26	Normal Cleaning - 15" and 18" diameter	3300	LF	\$2.10	\$6,930.00
27	Normal Cleaning - 21" and 24" diameter	6700	LF	\$2.10	\$14,070.00
28	Specialty Cleaning - 6" and 8" diameter	1000	LF	\$3.70	\$3,700.00
29	Specialty Cleaning - 10" and 12" diameter	100	LF	\$4.80	\$480.00
30	Specialty Cleaning - 15" and 18" diameter	50	LF	\$12.70	\$635.00
31	Specialty Cleaning - 21" and 24" diameter	100	LF	\$15.90	\$1,590.00
32	Chemical Sealing of Host Pipe - 10" diameter and less	30	EA	\$132.00	\$3,960.00
33	Chemical Sealing of Host Pipe - 12" and 15" diameter	10	EA	\$238.00	\$2,380.00
34	Chemical Sealing of Host Pipe - 18" to 24" diameter	5	EA	\$343.00	\$1,715.00
35	Chemical Sealing - Grout	100	GAL	\$11.60	\$1,160.00
36	Removal & Sealing of Protruding Service	25	EA	\$439.00	\$10,975.00
37	Additional Access Cost Main Liner	25	EA	\$317.00	\$7,925.00
38	Service Reconnection	200	EA	\$641.00	\$128,200.00
39	CIPP Liner Testing	5	EA	\$309.00	\$1,545.00

GRAND TOTAL

\$2,899,655.00



RFB's for Wastewater System MH Rehab, Point Repairs, and Pipe Lining

October 20, 2016

Addendum 1: Items Discussed at Pre-bid Meeting and Questions Answered

This Addendum presents clarifications to items discussed at the pre-bid meeting as well as answers to questions presented to the City since the meeting, which was held on October 18, 2016:

- *There is no "Project Questionnaire" required for submittal with any of the three above referenced Requests for Bid.*
- *To clarify the term of the contract, upon award, the lowest qualified bidder will be asked to sign a Purchasing Agreement which shall commit the contractor to providing the specified services at the unit rates presented in their bid for a term of two years. Within that two year time frame, the City will issue a minimum of one Purchase Order per year. The amount of each purchase order will be based on the available budget for that fiscal year as well as the scope and priority list of repairs identified in the soon-to-be completed Inflow and Infiltration Study.*

At the conclusion of the initial two year term, the contractor and the City will have the ability to extend the contract for an additional term of one year. Subsequent additional one year extensions, if mutually agreeable, can be executed at the end of each contract period for as many years as necessary to complete the total scope of work identified in the Inflow and Infiltration Study.

- **Question:** With regard to the **RFB for Pipe Lining**, are the liner thicknesses (mm) listed for pay items S11.1-11.9 (items 2-9 on the bid form) meant to represent manufactured thickness of finished thickness?

Response: Finished thickness

- **Question:** With regard to the **RFB for Pipe Lining**, does the scope of Service Reconnection (Pay item S-22, item 22 on the bid form) include grouting of all laterals of only those which show leakage?

Response: All laterals shall be grouted. Please refer to project specifications pages 17-10 (17.11 Service Reconnection) and 20-5 (Pay Item S-22) for details.



RFB's for Wastewater System MH Rehab, Point Repairs, and Pipe Lining

October 26, 2016

Addendum 2: Additional Clarifications and Questions Answered

This Addendum presents clarifications and answers to questions presented to the City since the issuance of Addendum 1:

- The RFB's for each project indicate that *"there shall be retained ten percent (10%) on the amount of each estimate until final completion of all work covered by the contract"*. To clarify, the 10% retainage would be held until the completion of all items presented under **that particular Purchase Order**. The initial two year contract will include a minimum of one Purchase Order per fiscal year.
- The RFB's for each project indicate that *"Contractor shall furnish the City with a performance and payment bond in a sum equal to the amount of the Contract price"*. To clarify, the "contract" that the City will ask the winning bidder(s) to sign will only reference unit rates with no total value listed. It is our intention to, upon completion of the I & I report by Kimley-Horn, provide the winning bidder(s) with the total City-wide scope of services/locations which will be performed over the life of the project (anticipated to be 2-5 years). Based on the cost estimate provided by the winning bidder(s) of the total scope multiplied by the unit rates previously provided, the available annual budget, and the City's allocation of this budget to each of the three items being requested for bid, the City will issue a minimum of one Purchase Order per fiscal year for each of the three contracts awarded. Considering the variability in the total value and quantity of Purchase Orders to be issued under the unit rate contracts, the City is requesting that the winning bidder furnish the City with a performance and payment bond equal to the bid amount submitted (which is anticipated to resemble the total cumulative value of the Purchase Orders to be issued).

To reiterate, the P&P Bond will be required to be for the amount of the bid(s) submitted.

- As of this date, the total budgets for the City's Capital Improvement Project titled "Wastewater I & I Repairs" (which encompasses all three of the RFB's listed above) are \$2.2M, \$1.3M, \$0.5M, \$0.5M, and \$0.3M for FY2017, FY2018, FY2019, FY2020, and FY2021, respectively.
- With regard to the **RFB for Manhole Rehabilitation**, please disregard the contract period of 240 days stated in section 1.02 on page 1-1 of the Project

Specifications. These specifications were taken from a past solicitation by the City of St. Petersburg and do not apply to the City of St. Pete Beach's RFB. The contract for each of the three solicitations described above shall be two years, with annual options to renew for an additional one year (as described in detail in Addendum 1).

- The City does not have a minimum footage or dollar value for the Purchase Orders to be issued under these contracts. The City is aware of the implications of a large number of small work orders on the unit rates to be submitted and intends to utilize the majority of each year's available funds on a minimum number of Purchase Orders issued (one per year for each of the three contracts if possible). Please see detailed budget description above.
- With regard to the **RFB for Pipe Lining**, the minimum finished thickness requirement for 6" diameter CIPP liner is incorrectly stated as 6.0 mm. Per the requirements listed in Section 17.08 F of the Project Specifications, 6" diameter CIPP liner shall have a minimum thickness of at least 3.0 mm.
- With regard to the **RFB for Pipe Lining**, The City has determined that if a contractor can provide testing and verification that the liner installed meets the structural and physical property requirements described in section 17.08 D/E of the Project Specifications, the minimum finished thickness requirements stated in section 17.08F may be waived.
- With regard to the **RFB for Pipe Lining**, the City would like to reiterate the requirement that the respondents bid package should include, in accordance with Section 17.03 in the Project Specifications, confirmation that the Contractor has performed a minimum of 250,000 linear feet of successful installation in order to be qualified to bid on this pipe lining project. As stated in Addendum 1, disregard the first sentence of this section, which refers to a "proposal questionnaire". Instead, the contractor should provide a list of specific projects with linear footages performed and a point of contact (reference) for each. These projects should have a cumulative total of at least 250,000 linear feet of successful installation.
- To clarify, the "fee" listed to utilize "city water" will be based on the metered usage from the nearest adjacent potable water hydrant. Since the potable water system in St. Pete Beach is owned and operated by Pinellas County, the acquisition of the meter and subsequent payment of usage fees will be directly with Pinellas Count Utilities.
- To clarify the unit of measurement for the MOT line item, assume "DAY" to mean each working day (i.e. 7 am to 7 pm). Please note that the MOT required for local streets (which shall be the majority of the repairs) will be less detailed than those on State (FDOT) Roads. For the sake of these bids, assume this line item represents FDOT caliber MOT and the City will discuss the necessity for this item on a location by location basis.

- With regard to the **RFB for Pipe Lining**, the contractor should plan to order liners far enough in advance to accommodate the requirement that all “Specialty Cleaning” sections are lined within 24 hours of the cleaning. The City will not require the contractor to begin Specialty Cleaning operations immediately without first allowing proper time for the contractor to obtain the liners.

The locations in need of Specialty Cleaning will be identified based on the preliminary ongoing cleaning and televising efforts by the City’s Contractor. Should the need to perform Specialty Cleaning become evident at areas initially identified as requiring “Normal Cleaning”, the 24 hour lining requirement will be waived.

- With regard to the **RFB for Pipe Lining**, should the resin manufacturer’s mandated cure time make the opening of laterals within four hours not reasonably achievable, the City is willing to relax this requirement to read “within 2 hours of manufacturer’s mandated cure time, not to exceed 10 hours after liner installation (regardless of cure time)”. To operate under this exception, the contractor must provide proof of the manufacturer’s cure time to the City prior to commencement of lining operations. Should the manufacturer’s cure time result in the contractor exceeding the 10 hour maximum, the product must be approved by the City prior to usage.
- With regard to the **RFB for Pipe Lining**, the line item for CIPP Liner Testing should present the cost that the City will pay for the contractor to perform and provide the results of liner testing. The City will perform no testing.

V. Contractor Education & Training



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

Company Name: Insituform Technologies, LLC

Signature:

Name/Title:

Diane Partridge, Contracting and Attesting Officer

Date:

November 3, 2016

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
20 FOX CHASE
SUITE B
CARTERSVILLE GA 30120

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC061125

ISSUED: 08/07/2016

CERTIFIED GENERAL CONTRACTOR
HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018. L1608070002611

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC061125

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
17988 EDISON AVENUE
CHESTERFIELD MO 63005



ISSUED: 08/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608070002611



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 18, 2012

BECKY PEIRCE
CSC
TALLAHASSEE, FL

Qualification documents for INSITUFORM TECHNOLOGIES, LLC were filed on January 18, 2012, and assigned document number M12000000304. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Buck Kohr
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 712A00001262

Account number: I20000000195

Amount charged: 125.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 JAN 18 PM 3 50

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN
LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:

1. INSITUFORM TECHNOLOGIES, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "LLC," "LLC.")

2. DE 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 03/27/1980 5. Perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 17988 Edison Ave. Chesterfield MO 63005
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here ☒

9. The name and usual business addresses of the managing members or managers are as follows:

Joe Burgess 17988 Edison Ave. Chesterfield MO 63005

David Martin 17988 Edison Ave. Chesterfield MO 63005

David F. Morris 17988 Edison Ave. Chesterfield MO 63005

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Name of business or purposes to be conducted or promoted in Florida:
Any lawful business, purpose or activity.

David F. Morris
Signature of a member or an authorized representative of a member.

(In accordance with section 608.403(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

David F. Morris, Manager

Typed or printed name of signer

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Insitiform Technologies, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company

(Name)

1201 Hays Street

Florida Street Address (P.O. Box: NOT ACCEPTABLE)

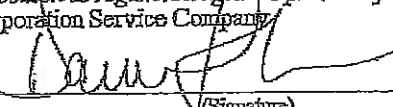
Tallahassee

FL 32301

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

Corporation Service Company

By: 

(Signature)

Dawn Prantz, Assistant Secretary

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

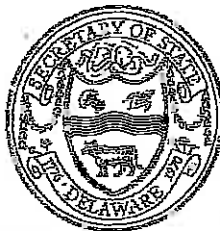
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

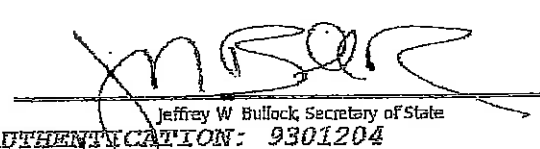
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0885565 8300

120055464

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301204

DATE: 01-17-12

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES, INC." TO "INSITUFORM TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

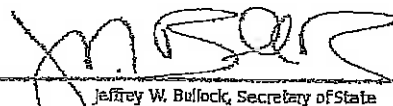
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



0889565 8100V

111355498

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9254949

DATE: 12-30-11

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Corporation first formed is March 27, 1980.
- 4.) The name of the Corporation immediately prior to filing this Certificate is
Insituform Technologies, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation
is Insituform Technologies, LLC.
- 6.) The effective time of the conversion shall be 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of
December, 2011.

INSITUFORM TECHNOLOGIES, INC.

By: 
April A. Greer
Assistant Secretary

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSITUFORM TECHNOLOGIES, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

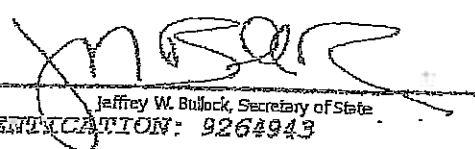
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



0889565 8100V

111355498

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264943

DATE: 12-30-11

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

* First: The name of this limited liability company is Insituform Technologies, LLC.

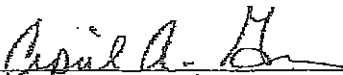
* Second: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, Delaware 19801.

The name of its registered agent at such address is The Corporation Trust Company.

* Third:

This filing shall be effective 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December, 2011.



April A. Green
Organizer



CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
10/18/2016

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	Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Greenwich Insurance Company	22322
		INSURER B: ACE American Insurance Company	22667
		INSURER C: Indemnity Insurance Co of North America	43575
		INSURER D: Starr Indemnity & Liability Company	38318
		INSURER E: AGCS Marine Insurance Company	22837
		INSURER F:	

COVERAGES INST02

CERTIFICATE NUMBER: 14330218

REVISION NUMBER: XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Independent Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	CGD300084901	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/ AGG \$ 4,000,000 \$
A				BROAD FORM PD/CONTRACTUAL			
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	ISAH09043330	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	N	1000095154161	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N ☒ N	N/A	WLRC48607354 (CA/MA) WLRC48607342 (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2016 7/1/2016	7/1/2017 7/1/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INSTALLATION FLOATER	Y	N	MXI93050922	7/1/2016	7/1/2017	SEE ATTACHED LIMITS DEDUCTIBLES: VARIOUS PER POLICY SCHEDULE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WASTEWATER SYSTEM PIPE LINING. CITY OF ST. PETE BEACH IS ADDITIONAL INSURED UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS; AND IS ADDITIONAL INSURED UNDER INSTALLATION FLOATER AS REQUIRED BY WRITTEN CONTRACT. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

CANCELLATION See Attachments

14330218

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE FL 33706

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

Installation Floater, No Co-Insurance, Replacement Cost, Special Perils Form including Flood & EQ

Limits:

\$10,000,000 any one installation site

\$10,000,000 any one loss, disaster, or casualty

Sublimits (including but not limited to:)

\$1,000,000 In Transit

\$1,000,000 Temporary Storage

\$1,000,000 Soft Costs (Delay of Use)

\$1,000,000 Rigging (\$500,000 Temporary Storage/\$500,000 Transit)

Miscellaneous Attachment : M46896

Master ID: 1348057, Certificate ID: 14330218

This endorsement, effective 12:01 a.m., July 1, 2016, forms a part of
Policy No. CGD300084901 issued to AEGION CORPORATION
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per Schedule on File with the Company		90

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured: Angion Corporation			Endorsement Number: 38
Policy Symbol: ISA	Policy Number: H09043330	Policy Period: 07/01/2016 to 07/01/2017	Effective Date of Endorsement:
Issued By (Name of Insurance Company): ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is used and subject to the provisions of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

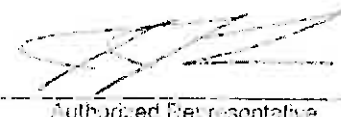
Named Insured ACELON CORPORATION 7938 EDISON AVENUE CHESTERFIELD, MO 63076	Effective Date 01-01-2016 Schedule W/LR - Endorsement 048507302 Effective Date of Endorsement 01-01-2016
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the endorsement is to be completed only when this endorsement is issued subsequent to the cancellation of the policy.	

NOTICE TO OTHERS ENDORSEMENT -- SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.


Authorized Representative



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BALANDRA, GONZALO
UNDERGROUND INFRASTRUCTURE TECHNOLOGIES
251 VALENCIA AVE.
SUITE # 4655
CORAL GABLES FL 33134

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1224886

ISSUED: 06/02/2016

CERT UNDERGROUND & EXCAV CNTR
BALANDRA, GONZALO
UNDERGROUND INFRASTRUCTURE TECHNOL

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606020001428

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1224886

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BALANDRA, GONZALO
UNDERGROUND INFRASTRUCTURE TECHNOLOGIES
251 VALENCIA AVE.
SUITE # 4655
CORAL GABLES FL 33134



ISSUED: 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1606020001428



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2016

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 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 Gateway-Acentria Insurance, LLC 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311		CONTACT NAME: PHONE (A/C, No. Ext): 954-735-5500 FAX (A/C, No.): 954-735-2852 E-MAIL ADDRESS: certificates@gatewayins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	
		INSURER B: Associated Industries	
		INSURER C: Progressive Specialty Insurance Com	
		INSURER D: Everest Indemnity Ins. Co.	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 212093056

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			3AA116550	8/11/2016	8/11/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			082882735	10/18/2016	10/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AWC1059404	1/31/2016	1/31/2017	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Pollution Liability			EF4PO04182161	2/28/2016	2/28/2017	Pollution Liability Aggregate 1,000,000 2,000,000

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

City of St. Pete Beach is Additional Insured per written contract.

CERTIFICATE HOLDER**CANCELLATION**City of St. Pete Beach
155 Corey Avenue
St. Pete Beach FL 33706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CORPORATE BACKGROUND

Insituform Technologies, LLC is a diversified, international corporation specializing in trenchless reconstruction of municipal and industrial pipelines of all types - sewer, storm drain, water, gas oil, chemical process, slurry and nuclear power pipelines. Application sizes range from under 6-inches to over 96-inches in diameter. Based on size, experience, technology, capability and resources, INSITUFORM is the worldwide leader in full-spectrum piping reconstruction contracting.

Insituform's expertise is based on over 40 years of experience spent in the reconstruction of more than 20,000 miles (over 100,000,000 ft.) of pipe. Currently, INSITUFORM offers a full spectrum of trenchless rehabilitation products including Insituform's flagship cured-in-place pipe (CIPP), iPlus Infusion®, iPlus® Composite, Tit Liner® HDPE systems for industrial pipelines and our Insituform Blue® product line for potable water renewal including the InsituMain® System and InsituGuard® HDPE rehabilitation system for transmission and distribution mains, robotic service reinstatement.

The corporate history that encompasses today's worldwide Insituform Technologies, LLC organization derives from a host of resources, people, technology and experience merged from former licensees and affiliates of the original Insituform® pipe reconstruction process.

INSITUFORM is a leader in quality management, becoming the first specialty piping corporation to receive ISO 9000 quality installation certification in 1995

Insituform Technologies is one of the largest trenchless technology companies in the world, with annual revenues exceeding \$914 million in 2010. As of 2011, Insituform is now a wholly owned subsidiary of Aegion Corporation. Aegion stock is publicly held on the NASDAQ exchange under the symbol "AGN".

PERSONNEL

Insituform Technologies, LLC's worldwide organization consists of over 3,000 employees. Every specialty and function associated with an international, technology-driven business is incorporated. Outside of manufacturing operations, the predominance of INSITUFORM personnel engage in project crew duties for pipeline reconstruction.

INSITUFORM maintains and staffs an extensive Research and Development facility engaged in new product and technical installation development. Experts are available to assist operations units in developing specialized solutions to particular client needs for underground piping system analysis and reconstruction.

INSITUFORM maintains a centralized design team at the world headquarters in St. Louis, Missouri with responsibility for ensuring that service conditions are met by products in each application. When necessary, special industrial design considerations and constraints such as corrosion, abrasion, unusual loading, pressure, temperature, etc. are fully included in specific application designs. INSITUFORM has assigned technical market managers to specific segments who have intimate knowledge of process and facility operations and are able to provide advice and field technical assistance in special applications as may be required to meet critical or unusual client needs.

By nature, field applications of pipeline service, assessment and reconstruction activities are highly regionalized. In the United States, INSITUFORM meets the needs of local municipal, industrial and military clients for responsive service by deploying personnel at strategic locations to minimize the cost and burden to clients of extensive mobilization. As an integrated company, sharing of expert personnel and specialized equipment between locations in response to client and project needs is part of normal operations.

QUALITY ASSURANCE

A strategy goal of Insituform Technology is operational excellence. This goal of quality assurance is being achieved on two fronts.

Best Practices Program: First, INSITUFORM has completed its long-term goal of merging all licensees throughout the United States and solidifying relationships with worldwide subsidiaries and affiliates. Achieving uniform high standards of quality across all operating units is essential to ensure long-term service to client needs. In doing so, INSITUFORM has developed comprehensive bench-marking studies to identify the "Best Practices" of the most efficient and best quality manufacturing and installation procedures for each product line, and can therefore share these best practices with INSITUFORM's regional offices, subsidiaries, and licensees throughout the world. INSITUFORM believes that the only way to guarantee quality is to integrate product development, manufacturing and installation under a best practices program, coupled with ISO 9001 Quality Management Programs.

ISO 9001 Quality Assurance Program: INSITUFORM's second long-term goal is to maintain ISO 9001 quality certification for its manufacturing facilities. This certification process was completed in 1995. ISO certification is not only consistent with the goal of achieving operational excellence for the municipal market, it is an essential requirement for the industrial market, where ISO certification has become an increasingly greater requirement for acceptance as a qualified supplier.

Quality Assurance Inspection Program and Training: A pilot program for the detection and recording of internal non-conformance was established. Persons were selected and trained for conducting internal auditing, probably the most important aspect of ISO because it provides ongoing self-evaluation of the effectiveness of the quality system. Every member of the organization is familiar with, and fully committed to the company's "Quality Policy" and non-conformance identification program.

Internal Audit Findings: Predetermined elements of the quality system are audited each month, and at year's end every ISO 9001 requirement will have been reviewed at least once. Findings are reported to the manager responsible for the appropriate department for resolution.

Management Review and Client Review: At least twice a year, managers meet to review and assess the quality system as a whole. Quality objectives are evaluated and amended or increased as appropriate. Resource needs are identified and action plans formulated. Once a project is completed, the client receives a Customer Survey form. This comprehensive form is INSITUFORM's report card which identifies project success, as well as areas where improvement is suggested.

INSITUFORM

The rehabilitation processes offered by Insituform were developed to provide a means of reconstructing existing pipe, conduit or passageways without extensive excavation. Some typical applications include:

1. Halting settlement by stopping the infiltration of soil and bedding material which often accompanies groundwater infiltration and can cause soil voids and shifting ground in gravity pipelines.
2. Eliminating infiltration of groundwater through joints, breaks and missing sections of gravity pipeline.
3. Increasing the capacity of existing pipelines by smoothing the interior surface and providing smooth transitions over joints and protrusions.
4. Reducing maintenance and increasing capacity by reducing deposits and eliminating root intrusions into gravity pipelines.
5. Protecting the pipe from attack by corrosive chemical effluent and vapors.
6. Eliminating the exfiltration of pollutants and chemicals into surrounding groundwater aquifers through joints and cracks in pipelines.
7. Strengthening the existing pipe by the installation of a tight fitting Insituform® CIPP within the old, thereby bridging joints, cracks and disconnected pipes into a single continuous conduit.

Briefly, here are just a few of the benefits realized from the reconstruction of pipelines using the Insituform[®] cured-in-place pipe (CIPP) process:

Virtually eliminates excavation problems - Depending on the type of pipe or passageway to be reconstructed (sewers, drains, or conduits), excavation can virtually be eliminated. Existing access (sewer manholes) is usually sufficient. Side connections can generally be 'reinstated' by cutting out from within. Bends can be negotiated.

Restores full size capacity, reduces maintenance - These tight-fitting pipes are continuous over pipe joints, openings and faults, and the capacity is nearly always increased. The smoothness also reduces deposits because there are no places for deposits to form, thereby reducing maintenance.

Builds corrosion-resistant pipe, resists chemical attack - In the case of the Insituform process, various thermosetting resins can be selected to resist the corrosive effects of the effluent.

Builds a continuous pipe - (a new pipe within the old) - Insituform[®] CIPP bridges breaks and missing sections of pipe eliminating infiltration, exfiltration or loss of product in pressure pipes. Insituform fits tightly and bridges disconnected pipes into a single continuous pipe.

Reconstructs unusually shaped pipes without loss of capacity - Elliptical, egg-shaped, flat bottom horseshoe or rectangular conduits can be reinstated to their existing shape by the tight fitting Insituform process.

Accomplishes these things in sizes from 6- to 96-inches in diameter - Insituform[®] CIPP has been constructed in these sizes and may be applicable to those beyond.

Solves difficult jobs - In addition to negotiating bends, it is possible to reconstruct remote sections inaccessible to wheeled vehicles (e.g. inside building) with the Insituform process. In addition to being installed without excavation, Insituform[®] CIPP has been installed where access to only one end is feasible (vertical wells). Also, it is possible to reconstruct pipelines with reducers or only a portion of a pipeline.

Solves stringent time restraints - Preparation time is reduced by eliminating street openings and risk of damage to other utilities. Insituform[®] CIPP can generally be installed and completed in less on-the-job time than traditional open cut construction methods.

Offers more convenience to commerce and public - Little inconvenience is caused to the public, commercial business or existing utility operations because excavations are generally eliminated. Little work space is needed for installation. This alone means fewer restrictions on access to property and shops and greater assurance of safety.

Longevity - For normal applications, such as gravity sewers, the service life of Insituform[®] CIPP can be expected to approach fifty years. Service life of Insituform[®] CIPP is a function of the temperature, pressure, velocity, and chemical and abrasive properties of the materials being carried.

Custom-Engineered - Insituform[®] tubes are custom-engineered to optimize total life performance using time-proven formulas. These take into account requirements for diameter, length, condition of pipe, flow rates, temperature, pressure and corrosiveness of the materials being carried.

INSITUFORM, STANDARD INSTALLATION PROCESS

The standard Insituform[®] process has been used throughout the world for the rehabilitation of over 20,000 miles, of pipe ranging in size from 6" to 96". The process uses a resin-impregnated, flexible felt tube which is installed into and through an existing pipe using water or air pressure. While the liner is held tightly against the host pipe, hot water or steam is circulated through a heat exchanger to cure the thermostat resin.

The flexible resin tube can accommodate various pipe shapes - round, square, rectangular, oval or arched. The Insituform[®] tube can negotiate bends, elbows, missing sections, offset joints, misalignment and steep slopes. Standard applications include process and sanitary sewer, storm drains, process lines, slurry lines, force mains and siphons. Resin systems used include polyester, vinyl ester and epoxy, designed to meet service requirements. Installation lengths typically range from 250 feet to over 2,500 feet, depending on pipe size and condition. Service laterals are re-opened internally using robotic cutters.

Responses to Items in III References & Qualifications:

1. **Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000:**

Deowdhat, et al. v. Insituform Technologies, Inc. et al., Superior Court of New Jersey, Morris County MRS-2978-11

Plaintiff alleges property damage arising out of backup of sewer lateral

2. **Include any claims against the principals of your firm or any claims your company may have against a 3rd party:**

None at this time

3. **Provide a history of litigation , including the outcomes for the last 5 years:**

See attached Letter of Record

4. **The firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations**

See attached Letter of Record

5. **Provide a history of litigation , including the outcomes for the last 5 years:**

See attached Letter of Record

6. **Provide a history of any claims against the bidder's previous bonds for the past 5 years:**

To the best of our knowledge, there has been only one lawsuit, filed by a subcontractor against payment bond in Atlanta, GA (Lori's Transportation and Excavation, LLC)

See attached bonding letter for bonding capacity information.



Insituform Worldwide Pipeline
Technologies, LLC Rehabilitation

17988 Edison Avenue
Chesterfield, MO 63005
www.aegion.com

Daniel P. Schoenekase
Vice President & General Counsel,
Infrastructure Solutions
Phone: 636-530-8797
Fax: 636-898-5158
E-mail: dschoenekase@aegion.com

January 1, 2016

LETTER FOR RECORD

To Whom It May Concern:

Insituform Technologies, LLC ("IT") is a subsidiary of Aegion Corporation ("Aegion") a \$1 billion revenue, international, publicly traded (NASDAQ-listed) company.

Regulatory Matters

IT's activities are regulated by several federal, state and local agencies to varying degrees, such as the SEC, NASDAQ, DOT and state contractor licensing boards. Because of the size of IT, one or more regulatory agencies may be auditing or investigating aspects of IT's business at any given time, including OSHA and DOT. IT is not engaged in any pending state contractor licensing investigations or controversies.

Liabilities, Liens and Judgments

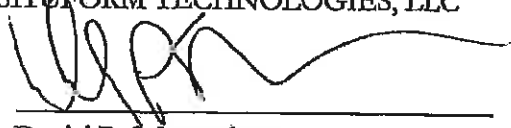
IT's liabilities are disclosed in its or Aegion's financial statements as required by GAAP and SEC regulations. IT may occasionally have valid bills paid later than normal credit terms and improper bills that are protested. There are no outstanding, unsatisfied liens (which are not being protested) or judgments against IT.

Lawsuits

At any given time, in the ordinary course of business, IT is involved in various civil claims and suits relating to vehicle accidents, other property damage or personal injury matters, commercial disputes (including subcontractor disputes and customer payment disputes), employee litigation and other matters. Aegion is required to report material litigation involving IT in its SEC filings.

Very truly yours,

INSITUFORM TECHNOLOGIES, LLC

By: 

Daniel P. Schoenekase
Vice President & General Counsel



Insituform
an AEGION company

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Andrew Costa
Business Development Manager
Phone: (813) 309-0385

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Fax: (813) 627-0006
Email: acosta@insituform.com

State of Florida *References*

- 1) Gainesville Regional Utilities
 - a. Mr. John Gifford, P.E.
 - b. 301 SE 4th Avenue, Gainesville FL 32601
 - c. 352-334-3434
- 2) City of Fernandina Beach
 - a. Mr. John Mandrick, P.E.
 - b. 1007 S. 5th Street, Fernandina Beach FL 32034
 - c. 904-277-7380
- 3) City of Tampa
 - a. Mr. Jack Ferras, P.E.
 - b. 306 E. Jackson Street, Tampa FL 33602, Floor 5
 - c. 813-274-8095
- 4) City of Melbourne
 - a. Mr. Mike Brink
 - b. 2881 Harper Road, Melbourne FL 32901
 - c. 321-722-5366
- 5) City of Naples
 - a. Mr. Adam Rivera
 - b. 380 Riverside Circle, Naples FL 34102
 - c. 239-213-4721



Insituform
an AEGION company

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Andrew Costa
Business Development Manager
Phone: (813) 309-0385

Insituform Technologies, LLC is a subsidiary of Aegion Corporation
Fax: (813) 627-0006
Email: acosta@insituform.com

State of Florida

Project References

1) City of Melbourne

Project: Lake View Shores Sanitary Sewer Rehabilitation
Scope: CIPP Rehabilitation of approximately 16,000 LF of 8-15" sanitary sewer.
Job Completion: 2014
Project Value: \$613,027
Contact: Mr. Matt Simon
2891 Harper Road
Melbourne, FL 32904
P - (321) 674-5726 F - (321) 608-5135
msimon@melbourneflorida.org

2) City of Sarasota

Project: Citywide Sanitary Sewer Rehabilitation
Scope: CIPP Rehabilitation of approximately 20,000 LF of 8"-24" sanitary sewer.
Job Completion: 2016
Project Value: \$1,006,508
Contact: Mr. Carlos Marin
1750 12th Street
Sarasota, FL 34236
P - (941) 365-2200 x6278 F - (941) 365-4840
Carlos.Marin@sarasotagov.com

3) City of Deerfield Beach

Project: CIPP Rehabilitation - RFP#2010-11/12
Scope: CIPP Rehabilitation of approximately 49,000 LF of 8-12" sanitary sewer.
Job Completion: 2011
Project Value: \$1,233,556
Contact: Mr. Fred Scott
200 Goolsby Blvd.
Deerfield Beach, FL 33442
P - (954) 480-4400 F - (954) 480-4345
fscott@deerfield-beach.com

4) City of Pompano Beach

Project: Cured-in-Place Pipe Rehabilitation, Annual Contract

Scope: CIPP Rehabilitation of approximately 24,164 LF of 8"-24" sanitary sewer.

Job Completion: 2015

Project Value: \$926,585

Contact: Mr. Steve Almyda

1205 N.E. 5th Ave.

Pompano Beach, FL 33060

P - (954) 786-5510 F - (954) 786-5510

steve.almyda@copbfl.com



FINANCIAL INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America
One Tower Square, 13CZ
Hartford, CT 06183
Richard W. DuPont, St. Louis Manager (314) 579-8315
Best Guide Rating 2013: A+ FSC XIV

Agent: JW Terrill
825 Maryville Centre Drive, Suite 200
Chesterfield, MO 63017
Dana Dragoy (314) 594-2700
Bonding Capacity: \$500,000,000

Insurance Company: XL Insurance Company of America/Greenwich Insurance Co.
200 Liberty St., One World Financial Center
New York, NY 10281
Nancy Rummel, (317) 374-0657

Agent: Lockton Companies / St. Louis
#1 Cityplace Drive, Suite 160
St. Louis, MO 63141
Carol Henzler, (314) 432-0500 x3285

Banking: Bank of America Merrill Lynch
Bank of America, N.A.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
800 Market Street
St. Louis, MO 63101
Kevin M. Knopf, Sr. VP (314) 466-7726

Trade Reference: **AOC**
950 HWY 57 E
Collierville, TN 38017
Phone: (901) 854-2818
Fax: (901) 854-7223

Auriga Polymers
4235 S. Stream Blvd.
Charlotte, NC 28217
Attn: Kay Mills
Phone: (980) 233-8269
Fax: (980) 233-6602

United Initiators, Inc.
555 Garden Street
Elyria, OH 44036
Phone: (440) 326-2413

**Insurance, Benefits
& Risk Management**

Suite 200
825 Maryville Centre Drive
St. Louis, MO 63017

314-594-2700

www.jwterrill.com

January 21, 2016

Re: Insituform Technologies, LLC

To Whom It May Concern:

Insituform Technologies, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A++ with financial strength category of XV.

Due to Insituform Technologies, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, J.W. Terrill, Inc. is prepared to consider performance and payment bonds for single jobs in the \$200,000,000 range with an aggregate work program of \$500,000,000.

Should a project be awarded to and accepted by Insituform Technologies, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Insituform Technologies, LLC and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Insituform Technologies, LLC or their surety bond program.

Sincerely,



Andrew P. Thome
President



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

August 22, 2016

RE: Installer Certification

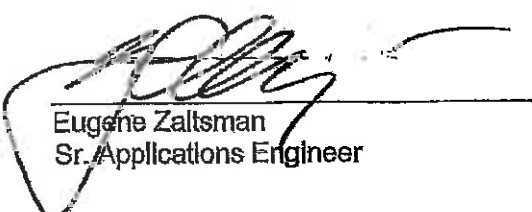
Ladies and/or Gentlemen:

Please be advised that Insituform Technologies, LLC is vertically integrated pipeline rehabilitation company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of the full research and development department, engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.

This letter shall serve to certify that Insituform Technologies, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

CERTIFICATE OF COMPLIANCE

Date: August 22, 2016

Re: INSITUFORM TUBE MANUFACTURING

To Whom It May Concern

This letter certifies that the Insituform tube for the above referenced project is manufactured in the United States of America by Insituform Technologies, LLC and meets all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. The Insituform tube has been manufactured in USA since 1981.

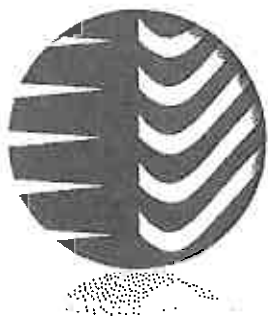
In addition, the quality system used by Insituform Technologies, LLC is ISO 9001 certified.

Please contact us directly with any questions you may have. Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer



CERTIFICATE OF REGISTRATION

This is to certify that

Insituform Technologies, LLC

Headquarters

17988 Edison Avenue, Chesterfield, Missouri 63005 USA

Refer to Attachment to Certificate of Registration dated March 11, 2014 for additional certified sites

operates a

Quality Management System

which complies with the requirements of

ISO 9001:2008

for the following scope of registration

Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology.

Certificate No.: CERT-0078079

File No.: 1650845

Issue Date: March 11, 2014

Original Certification Date: February 11, 2014

Current Certification Date: March 8, 2014

Certificate Expiry Date: March 7, 2017

Chris Jouppi
President,
QMI-SAI Canada Limited

Samer Chaouk
Head of Policy, Risk and Certification



ISO 9001



Registered by:
SAI Global Certification Services Pty Ltd, 288 Sussex Street, Sydney NSW 2000 Australia with QMI-SAI Canada Limited, 20 Carlson Court, Suite 200,
Toronto, Ontario M9W 7K6 Canada (SAI GLOBAL). This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care
and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property
of SAI Global and must be returned to them upon request.
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register: www.qmi-saiglobal.com/qmi_certificates/

 **SAI GLOBAL**
INFORM. INSPIRE. IMPROVE.

Independent Test Results

Product tested:

Cured-In-Place Pipe Insituform® Process

Test:

Design Life

Conducted by:

Trenchless Technology Center at Louisiana Tech University; funded by U.S. Army Corps of Engineers

Report Date:

August 1994

INNOVATIVE METHODS OF TESTING the long-term structural behavior of Cured-In-Place Pipe (CIPP) demonstrates that the Insituform product design life exceeds 50 years and that ASTM F-1216 design recommendations for physical properties are conservative for the Insituform product.

The research was conducted by the Trenchless Technology Center (TTC) at Louisiana Tech University and funded by the U.S. Army Corps of Engineers. The purpose was to provide, for the first time, an independent assessment of manufacturer's claims regarding long-term buckling behavior of their pipeline rehabilitation products.

Research conducted by the Trenchless Technology Center at Louisiana Tech University confirms Insituform's 50-year design life.

The expected design life and long-term behavior of trenchless pipeline rehabilitation products is important to owners and engineers in evaluating the various systems available in the marketplace, especially since none of these systems have been in actual service for the design lives claimed. This becomes even more critical considering the recent growth of the trenchless pipeline rehabilitation industry and that many products have less than five years of experience.

The research included both experimental and analytical studies related to the application of CIPP and Fold-and-Formed Pipe (FFP) technologies in partially deteriorated, gravity pipeline applications where bonding did not exist between the plastic pipe and the host pipe.

Five manufacturers participated in the test program. Seven different products, including six CIPP products and one FFP product, were evaluated in approximately 200 tests. Insituform products that were tested included Insituform® Standard, which is a widely used polyester resin Insitupipe® material, and Insituform® Enhanced, which contains an additive to the polyester resin to increase the flexural properties of the finished Insituform product.

The plastic pipes were encased in steel pipes, with hydrostatic pressure applied between the two pipes. To measure long-term performance, each test remained under constant pressures for up to 10,000 hours or until failure, whichever occurred first. The test results were plotted and extrapolated beyond the test period to estimate behavior up to 50 years.

Standardized material tests (flexure, tensile and pipe stiffness tests) were also conducted to characterize the fundamental properties of the product materials.

PUTTING CLAIMS TO THE TEST

Overview of Test System and Procedures

The installation of all products used in the test was performed by the manufacturers on the Louisiana Tech University campus under close monitoring by TTC personnel. Forty specimens each of Insituform

Standard and Insituform Enhanced were tested.

Each test specimen was installed to fit snugly inside a 1.83 m (6 ft.) long, 305 mm (12 in.) internal diameter, schedule 40 steel casing pipe. Each casing pipe was fitted with short, bolted pipe segments (clamshells) at each end. (See Figure 1).

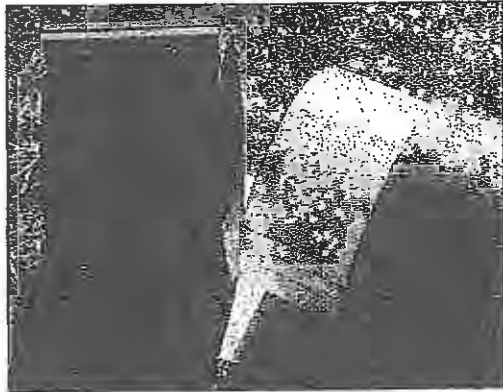


Figure 1

Preparing the specimens for testing involved trimming the ends flush with the clamshells, removing the clamshells, and cleaning the ends of the specimens.

This resulted in the plastic pipe extending beyond the ends of the steel casing pipes. The specimens were then fitted with end seals applied externally, spanning the casing pipe and plastic pipe. (See Figure 2). The end seals contained the water at the prescribed pressure, which was



Figure 2

supplied between the plastic and casing pipes from a pressurized water distribution system.

At least three specimens of each product were used for short-term buckling tests to determine the upper pressure limit for the long-term tests. A regulator was used to raise the pressure on the specimen, and the rate of load application was kept constant until failure occurred.

For the long-term tests, each specimen was pressurized at a controlled rate of 10 psi/minute (69 kPa/minute) until a selected pressure was reached. A minimum of five pressure levels were selected for each product to cause the specimens to fail at various times over a 10,000-hour test period.

Specimens were monitored at least once a day for evidence of buckling. Failures that occurred during normal work hours were monitored manually. After normal work hours, failures were detected electronically.

Material Characterization Tests

Numerous tests, including flexural modulus, flexural strength and tensile strength, were conducted on each product according to ASTM standards. On each of these tests, the results found that both Insituform products far surpassed the design values.

(See Table 1).

Table 1
Material Characterization Tests (Short-term)

PHYSICAL PROPERTY	INSITUFORM PRODUCT	ASTM TEST METHOD	MANUFACTURER'S DESIGN VALUE psi (MPa)	TTC TEST RESULTS psi (MPa)
Flexural Modulus	Standard	D790	300,000 (2070)	448,630 (3090)
	Enhanced	D790	400,000 (2760)	538,620 (3710)
Flexural Strength	Standard	D790	4,500 (31)	9,310 (64)
	Enhanced	D790	4,000 (28)	8,400 (58)

From TTC Technical Report #302, Table 4-2

SHORT-TERM TEST RESULTS

Short-term buckling tests demonstrate that Insituform design is conservative in terms of both the enhancement factor, K, and the predicted buckling pressures using the following ASTM F-1216 design model:

$$P = \frac{2KE_L}{(1-\nu^2)} \cdot \frac{1}{(DR-1)^3} \cdot \frac{C}{N} \quad (1)$$

where, P = Buckling pressure, psi (MPa)

K = Enhancement factor

E_L = Long-term (time-corrected) modulus of elasticity, psi (MPa)

ν = Poisson's ratio

DR = Dimension ratio (outside diameter divided by thickness)

C = Ovality factor = 1 (for test program)

N = Safety factor = 1 (for analysis of test data)

The enhancement factor, K, is a measure of the restraining action of the host pipe that encases the Insituform product and greatly increases the allowable external buckling pressure. A conservative enhancement factor of 7 is typically recommended for design. The tests measured the average enhancement factor, K, of the Insituform Standard at 9.8 and the Insituform Enhanced product at 10.5.

CREEP FACTOR

Creep factor reflects the reduction in buckling resistance of a plastic pipe over time, typically 50 years. The creep factor, C_L, is the ratio of Experimental E_L to the measured flexural modulus reported in Table 1 and represents the retention of buckling resistance at 50 years (i.e., E_L = C_L E). A value of C_L greater than the manufacturer's recommended value is desirable. As shown in Table 2, the reported creep factor confirms the conservative nature of the 50% creep reduction factor applied to flexural modulus in the Insituform product design.

Table 2
Creep Factor

	TTC Creep Factor, C _L	Manufacturer's Recommended Design Value
Insituform Standard	0.58 (42% reduction)	0.50 (50% reduction)
Insituform Enhanced	0.73 (27% reduction)	0.50 (50% reduction)

From TTC Technical Report #302, Table 4-8

LONG-TERM TEST RESULTS

Regression analysis was used to extrapolate long-term buckling pressures beyond the 10,000-hour test period to 50 years. (See Figure 3, next page).

Flexural Modulus

Test results supported the flexural modulus reduced to account for long-term effects, E_L, used in the Insituform product design, by comparing it to the experimentally derived apparent long-term flexural modulus for a 50-year design life. The tested value greatly exceeded the conservative value used in the Insituform product design. (See Table 3).

Table 3
Flexural Modulus (Long-term)

	TTC Experimental E _L psi (MPa)	Manufacturer's Recommended Design E _L psi (MPa)
Insituform Standard	259,990 (1790)	150,000 (1030)
Insituform Enhanced	393,965 (2720)	200,000 (1380)

From TTC Technical Report #302, Table 4-8

LONG-TERM BUCKLING BEHAVIOR

It is important that the design procedures used for a rehabilitation product accurately predict the long-term structural behavior of the product. The TTC data analysis compared the long-term buckling test data to that predicted by Equation 1. This comparison indicated that Equation 1 conservatively predicts long-term hydrostatic buckling behavior of both Insituform products.

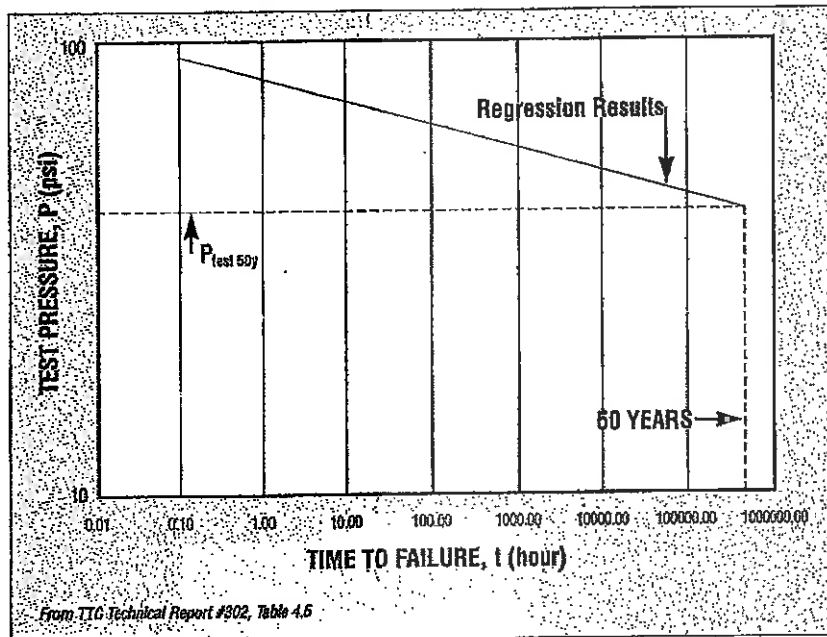


Figure 3. Long-term Test and Regression Results for Insituform Enhanced Product.

50 - PLUS YEARS DESIGN LIFE

One of the primary goals of the TTC test program was to evaluate the design lives of various rehabilitation products. This was accomplished by comparing the 50-year extrapolated test pressure to the design 50-year buckling pressure calculated using Equation 1 with manufacturer's recommended design values for E_L . An Insituform design life in excess of 50 years was confirmed.

WITHSTANDING THE TESTS OF TIME

The most rigorous, innovative and independent tests ever conducted on pipeline rehabilitation products clearly demonstrates that service life beyond 50 years can be expected with properly designed and installed Insituform products.

A copy of "Long-Term Structural Behavior of Pipeline Rehabilitation Systems" (TTC Technical Report #302) may be obtained by writing:

Trenchless Technology Center
Louisiana Tech University
P.O. Box 10348
Ruston, Louisiana 71272

or by calling (318) 257-4072.



702 Spirit 40 Park Drive
Chesterfield, MO 63005
Toll Free: 800-234-2992
Phone: 636-530-8000
Fax: 636-519-8010

An Insituform® cured-in-place pipe (CIPP) continues to exceed industry performance standards after 30 years in service.

Independent Test Results

Product tested:

Insituform® Cured-In-Place Pipe (CIPP)

Test:

Flexural Properties

Conducted by:

Bodycote Materials Testing Ltd.

Report Date:

November 2001

SUMMARY OF RESULTS

- After 30 years of service in a London sewer carrying both domestic and industrial effluent, an Insituform® CIPP was found to have a flexural modulus exceeding the nearest contemporary UK Water Industry Specification by 50%, and the current US standard by more than 90%.
- The 30-year-old pipe's flexural modulus was an improvement over test data obtained after 20 years in service.
- There was no apparent deterioration in the overall performance of the Insituform® CIPP between its 20th and 30th year in service.

INTRODUCTION

In October 2001, tests were conducted by Bodycote Materials Testing Ltd. to determine the flexural properties of the samples taken from an Insituform® CIPP that had been in service for 30 years.

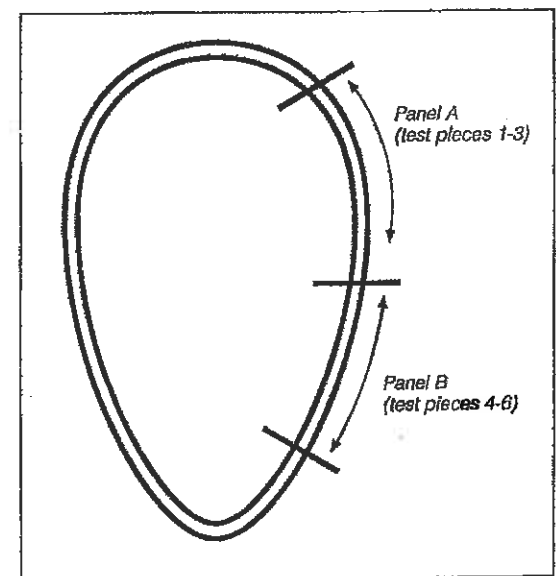
The pipe samples were taken from a 1,170 mm X 600 mm (46 in. X 24 in.) egg-shaped sewer at Riverside Close in Hackney, London. This is the same Insituform® CIPP that was sampled and tested in 1991, after 20 years in service, by Bodycote's predecessor MTS Pendar Ltd.

Supervising removal of the samples were representatives from both Bodycote and the sewer Owner, Thames Water Utilities Limited.

PROCEDURE

Two panels, approximately 300 mm (12 in.) square, were taken from a side wall of the sewer, approximately four meters downstream from a manhole. Three test pieces were cut from each panel as shown in the diagram below.

The flexural properties of each test piece were determined by the method of BS EN ISO 178, in accordance with current UK Water Industry Specification (WIS) 4-34-04.

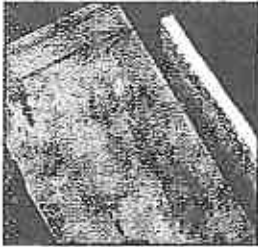


RESULTS AND CONCLUSIONS

After 30 years in service, the Insituform® CIPP continues to exceed industry performance

standards, and further, the pipe showed no significant deterioration in overall performance between its 20th and 30th years of service.

Table 1
30-Year Test Results



View of inside face of sample panel and a test piece cut from it.

Sample	Flexural Modulus	Flexural Strength
Panel A	3,100 MPa 450,000 psi	39 MPa 5,700 psi
Panel B	3,500 MPa 500,000 psi	47 MPa 6,800 psi
Mean	3,300 MPa 480,000 psi	43 MPa 6,200 psi

Table 2
Comparison of Mean Flexural Properties After 30 and 20 Years of Service

Flexural Property	Samples		Industry Standards	
	30-year	20-year	WIS 4-34-04	ASTM F 1216
Modulus				
MPa	3,300	2,900	2,200*	—
psi	480,000	420,000	—	250,000
Strength				
MPa	43	46	25	—
psi	6,200	6,700	—	4,500

* As specified in Issue 1 of the WIS. Issue 2 refers to declared values but does not specify a minimum flexural modulus.

REFERENCES:

1. WIS 4-34-04 April 1986: Issue 1, "Specification for Polyester Insituform Sewer Linings."
2. WIS 4-34-04 March 1995: Issue 2, "Specification for Renovation of Gravity Sewers by Lining with Cured-in-Place Pipes."
3. BS EN ISO 178: 1998, "Plastics-Determination of Flexural Properties."
4. ASTM F 1216, "Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube."
5. MTS Pendar Report 46204, September 19, 1991 (20-year test)
6. Bodycote Report B110254, November 15, 2001 (30-year test)



**Insituform
Technologies, Inc.**

Worldwide Pipeline Rehabilitation



Proprietary Reporting and Trade Secret of Insituform, Inc. Information Use, Dissemination and Disclosure Strictly Prohibited.

Contract Qualification Closed Projects (2013 - Present) - Parameter Summary

Month Ending Date	05-31-2016
Reporting Entity	
IDE Company Code	
Region	
Owner State	UT;NC;MA;TN;NH;AK;OK;KY;CO;NV;SD;PA;WV;GA;RI;DC;MD;OR;CT;AR;AL;ID;TX;NM;ND;ME;SC;DE;FL;CA;WY;HI;OH;VT;NY;MS;NJ;LA;WI
Project Material Family	AIS;ILS;STD
Project Manager	
Project Number	
Project Manager	
Value Range	Start End
Project Value (\$)	1500000
Bid Proposal Date	
Project Closed Date	
Diameter	
Linear Feet	

SAMPLE OF PROJECTS COMPLETED

— ATTACHED PROJECTS FROM 2013 - PRESENT OVER 41.5 MILLION

— 1.4 million LF OF PIPE

— INSITUFORM CURRENTLY UNDER BETWEEN 100,000' - 120,000 LF OF PIPE PER WEEK

Contract Qualification Closed Projects (2013 - Present) - Summary

	AIS	ILS	STD	Total	SR's (Japn)
5	13,959	32,770	188	46,915	0
6	485,534	399,937	78,597	964,068	
10	26,182	12,402	3,181	41,745	
12	30,675	16,412	6,497	55,584	
15	28,346	2,117	10,139	40,602	
16			2,269	2,269	
18	11,448		8,030	19,478	
20	297			297	
21	11,071		10,116	21,187	
22	372			372	
24	19,740		39,827	59,567	
27	18,517		4,757	23,274	
30	7,075		6,878	13,753	
31	10,939		5,250	16,189	
36	10,337		17,149	27,486	
37			22	22	
39	400		16,852	17,252	
42	24,878		26,627	51,305	
45	1,839			1,839	
48	6,020		25,781	31,801	
54	3,173		13,978	17,151	
60			1,053	1,053	
62			589	589	
			12,581	12,601	
	20				
Total	710,620	485,638	290,139	1,486,398	

Project Job ID, Project Name, and Trade Street of Address are for information and the change supply from 1994

Contract Qualification Closed Projects (2013 - Present) - Detail

Project ID# Job Number	Role	Sub	Project Description	Project Close Date		Project Status	Contract Value	Final Contract Amount
111087			WHARTON-SMITH, BATON ROUGE LA HIGHLAND RD&WASHINGTON ST.			JC	\$1,777,848	\$1,567,559
Project Manager								
Rhoads, Matthew			Bid Date	10-25-2011	Project Close Date	12-10-2013		
Customer								
City of Baton Rouge, LA			Owner					
City Hall			City of Baton Rouge, LA					
East Baton Rouge			City Hall					
Baton Rouge LA 70801-1703			East Baton Rouge					
			Baton Rouge LA 70801-1703					
+1 225 3893163			+1 225 3893163					
Summary								
			AIS	ILS	Total	SIRs		
8			14,591	5,192	19,783	0		
10			69		89			
12			1,617		1,617			
15			412		412			
16			460		460			
Total			17,149	5,192	22,341			
Project Manager								
111115			GRADY CRAWFORD CONS., BATON ROU AIRLINE HWY-GOODWOOD BLVD,PH1			JC	\$2,281,156	\$2,340,750
Project Manager								
Foreman, Calvin Carl			Bid Date	05-23-2012	Project Close Date	12-28-2014		
Customer								
City of Baton Rouge, LA			Owner					
City Hall			City of Baton Rouge, LA					
East Baton Rouge			City Hall					
Baton Rouge LA 70801-1703			East Baton Rouge					
			Baton Rouge LA 70801-1703					
+1 225 3893163			+1 225 3893163					
Summary								
			AIS	ILS	STD	Total	SIRs	
8			63,576	17,003	305	80,884	0	
10			2,269	433		2,702		
12			2,046	249		2,295		
15			2,249			2,249		
16			2,454		252	2,706		
18			1,017			1,017		
Total			73,611	17,685	557	91,853		

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
141757	Prime	FLORIDA DEPT. OF TRANS., VOLUSIA CT#E5381 FIN#42788617206	JC	\$1,676,268	\$1,571,077

Project Manager	Bid Date	Project Close Date
Curvel, Brandi Mitchell	06-05-2012	11-24-2013

Customer	Owner
Department of Transportation - State of Florida, FL- District 5 - DeLand	Department of Transportation - State of Florida, FL- District 5 - DeLand
719 South Woodland Boulevard DeLand FL 32720	719 South Woodland Boulevard DeLand FL 32720
+1 386 9435475	+1 386 9435475

AIS	STD	Total	SR's
15	200	200	0
18	950	950	
24	672	672	
30	2,087	2,345	
36	1,560	1,560	
42	752	752	
Total	8,221	8,479	

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
141759	Prime	OAKLAND PARK FL WW COLL. SYST. REH. P#WWCSCR081112	JC	\$1,816,113	\$1,744,113

Project Manager	Bid Date	Project Close Date
Kendrix Frank A	07-11-2012	08-06-2013

Customer	Owner
City of Oakland Park, FL	City of Oakland Park, FL
250 NE 33rd Street Fort Lauderdale FL 33334-1144	250 NE 33rd Street Fort Lauderdale FL 33334-1144
+1 954 5816296	+1 954 5816296

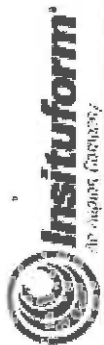
STD	Total	SR's
8	29,596	0
10	2,508	
12	1,320	
16	335	
Total	33,757	

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
150475	Prime	MARIANNA FL, PRI P#732.005 SEWER REHAB	JC	\$3,194,950	\$2,504,869

Project Manager	Bid Date	Project Close Date
Powell, Richard	02-13-2013	09-25-2015

Customer	Owner
City of Marianna, FL	City of Marianna, FL
2898 Green Street Marianna FL 32446	2898 Green Street Marianna FL 32446
+1 555 5551212	+1 555 5551212

AIS	U.S.	STD	Total	SR's
8	1,285	1,841	3,126	0
8	31,849	12,573	47,847	
12	1,768	1,611	3,379	
15		281	281	
Total	34,902	14,414	54,613	



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
150507	Prime	MONTGOMERY WWSBOARD, ECONCHATE 2016 SEWER REHAB, PH-07969	JC	\$4,380,597	\$4,542,083

Project Manager	Bid Date	Project Close Date	S/D	Total	SR's
Hester, Christopher Todd	03-10-2015	04-14-2016	48	4,243	0
			54	790	
			Total	5,033	

Customer	Owner
Water Works & Sanitary Sewer Bd. Montgomery, AL 22 Bibb Street Montgomery Montgomery AL 36104 +1 334 2061600	Water Works & Sanitary Sewer Bd. Montgomery, AL 22 Bibb Street Montgomery Montgomery AL 36104 +1 334 2061600

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
160803	Prime	ONEIDA COUNTY, NY CONTRACT 3 MAINLINE SWR REHAB1	JC	\$2,218,327	\$1,923,854

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Szala, Mark E	05-03-2012	03-27-2015	6	143	0
			8	9,090	
			10	1,124	
			12	371	
			Total	10,728	

Customer	Owner
Oneida County of New York 800 Park Avenue County Office Building Oneida Utica NY 13501 +1 315 7985600	Oneida County of New York 800 Park Avenue County Office Building Oneida Utica NY 13501 +1 315 7985600



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
100800	Prime	BELMONT, MA SEWER&STORM DRAIN REHAB	JC	\$2,179,892	\$2,343,923
Project Manager					
Szela, Mark E		03-06-2013	02-19-2015		
Customer					
Town of Belmont, Ma - office of Community Development	Owner	Town of Belmont, Ma - office of Community Development			
Homer Municipal Building		Homer Municipal Building			
Homer Municipal Building 19 Moore Street		Homer Municipal Building 19 Moore Street			
19 Moore St		19 Moore St			
Middlesex		Middlesex			
Belmont MA 02478		Belmont MA 02478			
+1 617 9932650		+1 617 9932650			
			AIS	Total	SR's
			9	4,156	0
			3	16,003	
			10	1,948	
			12	2,732	
			15	4,803	
			18	715	
			23	100	
			24	1,525	
			27	163	
			30	323	
			Total	32,468	

Project/JDE Job Number	Role	Sub	Project Description	Project Status	Contract Value	Final Contract Amount
100936			NATIONAL WATER MAIN - REVERE SS REHAB, PHASE 4 CWSRF #3632	JC	\$1,600,829	\$1,266,434
Project Manager						
Szela Mark E			02-27-2014	06-09-2015		
Customer						
National Water Main Cleaning Co	Owner		City of Revere, MA			
25 Marshall Street			City Hall 281 Broadway			
Norfolk			Suffolk			
Canton MA 02021			Revere MA 02151			
+1 781 8280863			+1 781 2868183			

Project/JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170840	Prime	DENVER, CO CITY/CO	JC	\$1,615,964	\$1,610,608

2009 ANN. SS IMPRVMT PHASE2

Project Manager	Job Number	Project Close Date	Project Close Date	SRs
Huss, Eric D.	12-18-2009	08-29-2013	0	0
	Total		180	180

Customer	Owner
City and County of Denver, CO	City and County of Denver, CO
1437 Bannock Street	1437 Bannock Street
Denver	Denver
Denver CO 80202-5337	Denver CO 80202-5337
+1 303 6405555	+1 303 6405555

Project/JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170715	Prime	AURORA, CO - 2012	JC	\$3,885,228	\$4,115,865

2012 CIPP-PRJT. No. 5294A

Project Manager	Job Number	Project Close Date	Project Close Date	SRs
Huss, Eric D.	03-25-2012	07-19-2013	0	0
	Total		51,247	51,247

Customer	Owner
City of Aurora, CO	City of Aurora, CO
15151 E Alameda Parkway 3rd Floor	15151 E Alameda Parkway 3rd Floor
Arapahoe	Arapahoe
Aurora CO 80012	Aurora CO 80012
+1 303 7397000	+1 303 7397000

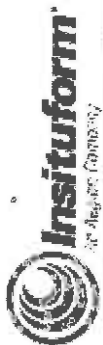
Project/JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170739	Prime	DENVER, CITY/CO-#201309016	JC	\$3,221,793	\$3,170,417

2012 ANNUAL SS IMPVMT LINING

Project Manager	Job Number	Project Close Date	Project Close Date	SRs
Huss, Eric D.	03-26-2013	07-09-2015	0	0
	Total		133,204	133,204

Customer	Owner
City and County of Denver, CO	City and County of Denver, CO
1437 Bannock Street	1437 Bannock Street
Denver	Denver
Denver CO 80202-5337	Denver CO 80202-5337
+1 303 6405555	+1 303 6405555

Project JDE Job Number	Role	Project Description	Project Manager	Start Date	Project Close Date
170756	Prime	AURORA, CO -No. 5355A No. 5355A -2013 SANITARY SWR	O'Keefe, Brandon S	08-15-2013	12-05-2014
Customer					
City of Aurora, CO		City of Aurora, CO			
15151 E Alameda Parkway 3rd Floor		15151 E Alameda Parkway 3rd Floor			
Arapahoe		Arapahoe			
Aurora CO 80012		Aurora CO 80012			
+1 303 7397000		+1 303 7397000			



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170787	Prime	METRO WW RECL DIST (PAR 1231) INTERCEPTOR REHAB-2014	JC	\$3,385,824	\$3,534,203

Project Manager	Bid Date	Project Close Date
Huss, Eric D.	08-06-2014	09-08-2015
Customer	Owner	
Metro Wastewater Reclamation District 6450 York Street Adams Denver CO 80229-7407 +1 303 2863000	Metro Wastewater Reclamation District 6450 York Street Adams Denver CO 80229-7407 +1 303 2863000	

AVS	STD	Total	SRs
319	8,766	8,766	0
42	5,508	8,005	
Total	14,274	16,771	

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170512	Prime	CHEYENNE BOARD/PUB. UTILITY CROW CREEK NORTH INTERC RECOMM	JC	\$1,858,308	\$1,818,282

Project Manager	Bid Date	Project Close Date
Huss, Eric D.	02-05-2015	04-08-2018
Customer	Owner	
City of Cheyenne, Wy - Board of Public Utilities 2406 Snyder Avenue Laramie Cheyenne WY 82003-1489 +1 307 6376416	City of Cheyenne, Wy - Board of Public Utilities 2406 Snyder Avenue Laramie Cheyenne WY 82003-1489 +1 307 6376416	

AVS	STD	Total	SRs
30	1,365	1,365	0
30	5,476	5,476	
Total	6,841	6,841	

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
172071	Prime	SALT LAKE CITY CORP #4526002578 ORANGE ST. TRUNK LINE REHAB.	JC	\$3,144,900	\$2,800,351

Project Manager	Bid Date	Project Close Date
Hoxama, Glenn M.	04-02-2014	01-12-2015
Customer	Owner	
City of Salt Lake City, UT 451 S State Street Room 415 Salt Lake Salt Lake City UT 84111-3102 +1 801 5357671	City of Salt Lake City, UT 451 S State Street Room 415 Salt Lake Salt Lake City UT 84111-3102 +1 801 5357671	

STD	Total	SRs
42	3,507	0
Total	3,507	



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
18098511	Prime	AUSTIN, TX - WORK RELEASE #1 CT10100500011-(CLMC141)	JC	\$2,415,802	\$2,008,672

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Awalt, Joseph L	03-04-2010	04-28-2013	1,716	1,716	0
			1,716	1,716	

Customer	Owner
City of Austin, Tx	City of Austin, TX - Main Location
Municipal Building 124th West 8th Street #	Municipal Building 124th West 8th Street #
Travis	Travis
Austin TX 78701	Austin TX 78701
+1 512 4993298	+1 512 4993298

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
18098521	Prime	AUSTIN, TX - WORK RELEASE #1 CT10100500011-(CLMC141)	JC	\$1,945,922	\$2,223,613

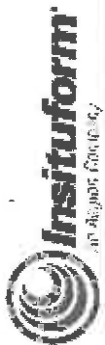
Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Awalt, Joseph L	03-04-2010	12-18-2013	1,325		1,325	0
			6,986	1,484	8,450	
			211	422	633	
				758	758	
				4,302	4,302	
			879	768	1,847	
				1,596	1,596	
			9,401	9,310	18,711	

Customer	Owner
City of Austin, Tx	City of Austin, TX - Main Location
Municipal Building 124th West 8th Street #	Municipal Building 124th West 8th Street #
Travis	Travis
Austin TX 78701	Austin TX 78701
+1 512 4993298	+1 512 4993298

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181161	Prime	TRINITY RIVER AUTH-IRVING, TX ELM FORK RELIEF-CAC-11	JC	\$16,301,538	\$16,641,124

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Awalt, Joseph L	04-03-2012	08-10-2014	7,431	7,431	0
			7,431	7,431	

Customer	Owner
Trinity River Authority of Texas	Trinity River Authority of Texas
6500 Singleton Boulevard	6500 Singleton Boulevard
Dallas	Dallas
Dallas TX 75212-3018	Dallas TX 75212-3018
+1 972 3314309	+1 972 3314309



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181255	Prime	EL PASO H2O UTIL PUB SVC 8B377 LOWER VALLEY INTERCEPTOR(BB#377)	JC	\$3,447,765	\$3,635,268

Project Manager	Bid Date	Project Close Date	STD	Total	SRs
Awat, Joseph L	02-06-2013	05-23-2014	8,016	8,016	0
			Total	8,016	

Customer	Owner
El Paso Water Utilities, Tx	El Paso Water Utilities
1154 Hawkins Boulevard	1154 Hawkins Blvd.
El Paso TX 79901	1154 Hawkins Boulevard
+1 815 5945674	El Paso TX 79901
	+1 915 5945674

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181305	Prime	NORTH TEXAS MWD- Pgt. No. 300 ASAP GRAVITY INTERCEPTOR	JC	\$3,202,286	\$3,081,896

Project Manager	Bid Date	Project Close Date	STD	Total	SRs
Awat, Joseph L	08-10-2013	02-13-2015	4,757	4,757	0
			798	798	
			3,589	3,589	
			9,144	9,144	
			Total		

Customer	Owner
North Texas Municipal Water District	North Texas Municipal Water District
505 E Brown St	505 E Brown Street
Wylie TX 75098-4406	Collin
+1 972 4425405	Wylie TX 75098-4406
	+1 972 4425405

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181323	Prime	FORT BEND CO. WCID 2 STAFFORD RUN CREEK	JC	\$3,822,246	\$3,751,561

Project Manager	Bid Date	Project Close Date	STD	Total	SRs
Gabrysch, Kevin	10-09-2013	05-22-2015	2,722	2,722	0
			4,775	4,775	
			8	8	
			7,505	7,505	
			Total		

Customer	Owner
Fort Bend County Wcid 2	Fort Bend County Wcid 2
2331 S Main Street	2331 S Main Street
Stafford TX 77477	Stafford TX 77477
+1 713 7775337	+1 713 7775337

Project / Job Number	Role	Project Description	BASINS 1,2,3,4,5,7,8,11,12,14				Project Status	Contract Value	Total Contract Amount
181324	Prime	ARDMORE, OK(NB&WB)SSES REPAIR					JC	\$7,632,094	\$7,185,897

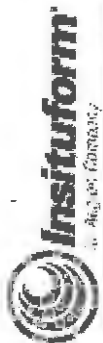
Project Manager	Bid Date	Project Close Date
Hawkins, Kenneth B	08-27-2013	10-26-2015

Customer	Owner
City of Ardmore, OK 317 Veterans Boulevard Ardmore OK 73401-9516 +1 580 2215401	City of Ardmore, OK 317 Veterans Blvd. Ardmore OK 73401-9516 +1 580 2215401

	AVG	STD	Total	SR%
B	3,629		3,629	0
B	33,062	1,064	34,126	
12	4,180	655	4,835	
12	712		712	
15	2,430	760	3,190	
16	440		440	
21	169		169	
24		3,259	3,259	
Total	44,822	5,738	50,360	

Project / Job Number	Role	Project Description	Project Status		Contract Value	Total Contract Amount
181325	Prime	ODESSA, TX JOB #130151-22 24" MUSKINGUM INTERCEPTOR SWR	JC		\$2,397,000	\$2,790,651
Project Manager			AVG	STD	Total	SR%
Hawkins, Kenneth B			1,494	16,972	18,466	0
			1,494	16,972	18,466	

PROJECT/JOB Job Number	Role	Project Description	JC			Contract Value	Total Contract Amount
181358	Prime	CARROLLTON TX, INDIAN CREEK SANITARY SEWER REHAB				\$1,973,501	\$2,008,603
Project Manager			Project Close Date				
Hale, Patrick D		Bid Date	02-05-2014	08-04-2015			
Customer			Owner				
City of Carrollton, TX-Public Works Department		City of Carrollton, TX-Public Works Department					
2711 Nimitz Carrollton TX 75007		2711 Nimitz Carrollton TX 75007					
+1 972 4663474		+1 972 4663474					
			STD	Total	SR%		
			4,452	4,452	0		
			11,993	11,993			
			16,445	16,445			



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
161374	Prime	LAREDO, TX (B#416) SHILOH DR. MCPHERSON RD. TO IH-35	JC	\$1,705,787	\$1,693,478

Project Manager	Bid Date	Project Close Date	ETD	Total	SR's
Gabrysch, Kevin	01-28-2014	06-22-2015	3,038	3,038	0
			5,447	5,447	
			8,485	8,485	
			Total		

Customer	Owner
City of Laredo, TX	City of Laredo, TX
5816 Daugherty	5816 Daugherty
Laredo TX 78044	Laredo TX 78044
+1 956 7901999	+1 956 7901999

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
161444	Prime	SONORA, TX (B#4) PHASE 2 WASTEWATER COLL. SYS. IMPVMTS	JC	\$2,854,536	\$2,254,539

Project Manager	Bid Date	Project Close Date	A/S	Total	SR's
Gabrysch, Kevin	11-07-2014	12-19-2015	861	861	0
			861	861	
			Total		

Customer	Owner
City of Sonora, Tx	City of Sonora, Tx
201 E Main Street	201 E Main Street
Sonora TX 78950-3798	Sonora TX 78950-3798
+1 325 3875237	+1 325 3875237

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200177	Prime	BEVERLY HILLS, CA SWR PIPELINE & MHU/ VAR. LOC	JC	\$4,737,872	\$4,908,862

Project Manager	Bid Date	Project Close Date	A/S	ILS	Total	SR's
Cebalero, Leonardo Ismael	06-09-2012	03-27-2016	673	21,576	21,576	0
			74,740	75,413	75,413	
			5,608	5,608	5,608	
			5,716	5,716	5,716	
			248	1,425	1,873	
			921	109,065	109,986	
			Total			

Customer	Owner
City of Beverly Hills, CA	City of Beverly Hills, CA
City Hall 345 N. Foothill	City Hall 345 N. Foothill
City Hall 345 N Foothill	City Hall 345 N Foothill
Los Angeles	Los Angeles
Beverly Hills CA 90210	Beverly Hills CA 90210
+1 310 2862500	+1 310 2862500

Project ID# Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200179	Prime	VISTA CA, CIP#184 GRAVITY MAIN DUCTILE IRON PIPE	JC	\$2,673,117	\$2,729,865

Project Manager	Est. Date	Project Close Date	AIS	Total	SR%
Unknown	05-13-2012	04-01-2013	1,585	1,585	0
			Total	1,585	

Customer	Owner
City of Vista, CA 800 Eucalyptus Avenue San Diego Vista CA 92085-1988 +1 760 7261340	City of Vista, CA 800 Eucalyptus Avenue San Diego Vista CA 92085-1988 +1 760 7261340

Project ID# Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200180	Prime	VISTA CA, CIP#185 AGE/CONDITION RELATED SWR REHB	JC	\$3,025,200	\$3,068,878

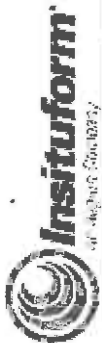
Project Manager	Est. Date	Project Close Date	AIS	ILS	STD	Total	SR%
Rubio, Jeffrey Louis	08-29-2012	05-02-2014	305	54,869	663	55,637	0
			61			61	
			1,317	122		1,439	
			1,683	54,791	663	57,137	
			Total				

Customer	Owner
City of Vista, CA 800 Eucalyptus Avenue San Diego Vista CA 92085-1988 +1 760 7261340	City of Vista, CA 800 Eucalyptus Avenue San Diego Vista CA 92085-1988 +1 760 7261340

Project ID# Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200185	Prime	CULVER CITY, CA - P-984 (PH II & III) BRADDOCK #P-984	JC	\$3,855,236	\$4,687,734

Project Manager	Est. Date	Project Close Date	AIS	ILS	STD	Total	SR%
Rubio, Jeffrey Louis	12-13-2012	05-29-2014	2,443	9,353		11,796	0
			20,375	48,845		69,018	
			4,984	343		5,327	
			2,156			2,156	
			787		189	956	
			38			38	
			30,763	58,337	189	89,289	
			Total				

Customer	Owner
City of Culver City, CA 9770 Culver Boulevard Culver City CA 90232-2703 +1 310 2535800	City of Culver City, CA 9770 Culver Boulevard Culver City CA 90232-2703 +1 310 2535800



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount															
200188	Prime	LAKE ARROWHEAD COMMUNITY SVCS DAM TO TUNNEL PHASE II	JC	\$1,683,555	\$1,754,322															
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th></tr><tr><td>Rubio, Jeffrey Louis</td><td>02-26-2013</td><td>07-03-2013</td></tr></table>						Project Manager	Bid Date	Project Close Date	Rubio, Jeffrey Louis	02-26-2013	07-03-2013									
Project Manager	Bid Date	Project Close Date																		
Rubio, Jeffrey Louis	02-26-2013	07-03-2013																		
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>Lake Arrowhead Community Services Distr</td><td>Lake Arrowhead Community Services</td></tr><tr><td>28200 State Highway 189 Lower Village S</td><td></td></tr><tr><td>San Bernardino</td><td></td></tr><tr><td>Lake Arrowhead CA 92352</td><td></td></tr><tr><td>+1 909 3378555</td><td>+1 909 3378555</td></tr></table>						Customer	Owner	Lake Arrowhead Community Services Distr	Lake Arrowhead Community Services	28200 State Highway 189 Lower Village S		San Bernardino		Lake Arrowhead CA 92352		+1 909 3378555	+1 909 3378555			
Customer	Owner																			
Lake Arrowhead Community Services Distr	Lake Arrowhead Community Services																			
28200 State Highway 189 Lower Village S																				
San Bernardino																				
Lake Arrowhead CA 92352																				
+1 909 3378555	+1 909 3378555																			
<table><tr><th>AIS</th><th>Total</th><th>SR's</th></tr><tr><td>0</td><td>528</td><td>0</td></tr><tr><td>18</td><td>3,708</td><td></td></tr><tr><td>21</td><td>230</td><td></td></tr><tr><td>Total</td><td>4,466</td><td></td></tr></table>						AIS	Total	SR's	0	528	0	18	3,708		21	230		Total	4,466	
AIS	Total	SR's																		
0	528	0																		
18	3,708																			
21	230																			
Total	4,466																			

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
200187	Sub	CDM CONSTRUCTORS, THERMAL CA COACHELLA VALLEY WATER-62ND	JC	\$4,079,046	\$4,181,330												
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th></tr><tr><td>Rubio, Jeffrey Louis</td><td>02-19-2013</td><td>06-16-2014</td></tr></table>						Project Manager	Bid Date	Project Close Date	Rubio, Jeffrey Louis	02-19-2013	06-16-2014						
Project Manager	Bid Date	Project Close Date															
Rubio, Jeffrey Louis	02-19-2013	06-16-2014															
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>CDM Constructors Inc 9220 Cleveland Avenue Suite 100 San Bernardino Rancho Cucamonga CA 91730 +1 909 5793500</td><td>Coachella Valley Water District 85995 Ave 52 PO Box 1058 Riverside Coachella CA 92238-1058 +1 760 3982651</td></tr></table>						Customer	Owner	CDM Constructors Inc 9220 Cleveland Avenue Suite 100 San Bernardino Rancho Cucamonga CA 91730 +1 909 5793500	Coachella Valley Water District 85995 Ave 52 PO Box 1058 Riverside Coachella CA 92238-1058 +1 760 3982651								
Customer	Owner																
CDM Constructors Inc 9220 Cleveland Avenue Suite 100 San Bernardino Rancho Cucamonga CA 91730 +1 909 5793500	Coachella Valley Water District 85995 Ave 52 PO Box 1058 Riverside Coachella CA 92238-1058 +1 760 3982651																
<table><tr><th>AIS</th><th>Total</th><th>SR's</th></tr><tr><td>33</td><td>10,939</td><td>0</td></tr><tr><td>42</td><td>15,335</td><td></td></tr><tr><td>Total</td><td>26,274</td><td></td></tr></table>						AIS	Total	SR's	33	10,939	0	42	15,335		Total	26,274	
AIS	Total	SR's															
33	10,939	0															
42	15,335																
Total	26,274																

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
202139	Prime	PORTLAND OR-WESTSIDE/EASTSIDE CONTRACT #30002315	JC	\$2,661,976	\$2,781,040																								
<table><tr><th>Project Manager</th><th>Bid Date</th><th>Project Close Date</th></tr><tr><td>Hayes, Timothy B</td><td>07-26-2011</td><td>11-05-2013</td></tr></table>						Project Manager	Bid Date	Project Close Date	Hayes, Timothy B	07-26-2011	11-05-2013																		
Project Manager	Bid Date	Project Close Date																											
Hayes, Timothy B	07-26-2011	11-05-2013																											
<table><tr><th>Customer</th><th>Owner</th></tr><tr><td>City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752</td><td>City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752</td></tr></table>						Customer	Owner	City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752	City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752																				
Customer	Owner																												
City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752	City of Portland, OR 1120 SW 5th Avenue Room 1000 Multnomah Portland OR 97204 +1 503 8235752																												
<table><tr><th>AIS</th><th>STD</th><th>Total</th><th>SR's</th></tr><tr><td>39</td><td>780</td><td>780</td><td>0</td></tr><tr><td>38</td><td></td><td>767</td><td></td></tr><tr><td>35</td><td>1,839</td><td>1,839</td><td></td></tr><tr><td>34</td><td>232</td><td>232</td><td></td></tr><tr><td>Total</td><td>2,851</td><td>767</td><td>3,618</td></tr></table>						AIS	STD	Total	SR's	39	780	780	0	38		767		35	1,839	1,839		34	232	232		Total	2,851	767	3,618
AIS	STD	Total	SR's																										
39	780	780	0																										
38		767																											
35	1,839	1,839																											
34	232	232																											
Total	2,851	767	3,618																										



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
208006	Prime	HONOLULU, HI JOB#W5-05 ST. LOUIS HEIGHTS RHB	JC	\$7,659,853	\$11,424,840

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Hokama, Glenn M.	12-14-2006	03-27-2013	186	186	0
Total			186	186	

Customer	Owner
City and County of Honolulu, HI - Board of Water Supply	City and County of Honolulu, HI - Design And Construction
650 S King Street Honolulu Honolulu HI 96813-3078	650 S King Street Honolulu Honolulu HI 96813-3078
+1 808 5232489	+1 808 5232489

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
208036	Prime	HONOLULU CNT# CTDDC1100432 WAIKIKI-JOB No. W4-11	JC	\$5,514,531	\$5,516,194

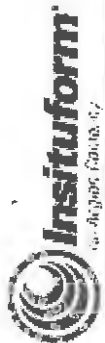
Project Manager	Bid Date	Project Close Date	SID	Total	SR's
Hokama, Glenn M.	06-02-2011	07-25-2014	2,145	2,145	0
Total			2,145	2,145	

Customer	Owner
City and County of Honolulu, HI - Design And Construction	City and County of Honolulu, HI - Design And Construction
650 S King Street Honolulu Honolulu HI 96813-3078	650 S King Street Honolulu Honolulu HI 96813-3078
+1 808 5232489	+1 808 5232489

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
208041	Sub	FRANK COLUCCIO CONSTR. CO., HI MOILIIL-KAPAHULU SWR REH/REC	JC	\$1,637,388	\$1,610,379

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Unknown	06-07-2011	01-14-2014	1,793	1,793	0
			19	19	
			2,872	2,872	
			71	71	
			150	150	
			67	67	
Total			4,972	4,972	

Customer	Owner
City and County of Honolulu, HI - Board of Water Supply	City and County of Honolulu, HI - Design And Construction
650 S King Street Honolulu Honolulu HI 96813-3078	650 S King Street Honolulu Honolulu HI 96813-3078
+1 808 5232489	+1 808 5232489



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
25018604	Prime	FIRST UTILITY DIST. OF KNOX CO	JC	\$2,060,018	\$2,015,889

Project Manager	Bid Date	Project Close Date	AMS	Total	SP's
Cornell, William H	01-30-2013	01-27-2014	70,353	70,353	0
Total			70,353	70,353	

Customer	Owner
First Utility District PO Box 22680 Knoxville TN 37933-0580 +1 865 9669741	First Utility District PO Box 22680 Knoxville TN 37933-0580 +1 865 9669741

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
250273	Prime	WEST KNOX UTILITY DIST.	JC	\$2,536,442	\$2,793,730

Project Manager	Bid Date	Project Close Date	AMS	STD	Total	SP's
Cornell, William H	09-25-2012	09-27-2013	117		117	0
West Knox Utility District 2328 Lovell Rd Knoxville TN 37950-1370 +1 423 6902521	West Knox Utility District 2328 Lovell Rd Knoxville TN 37950-1370 +1 423 6902521		21,596		21,596	
			1,716		1,716	
			2,109	675	2,784	
			658	4,804	5,262	
			164		164	
			415		415	
Total			26,360	5,694	32,054	

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
250265	Prime	PRIORITY BASINS REHAB-BASIN 1A	JC	\$2,278,825	\$2,552,316

Project Manager	Bid Date	Project Close Date	AMS	STD	Total	SP's
Cornell, William H	07-02-2013	11-19-2014	725	30,988	31,713	0
Total			725	30,988	31,713	

Customer	Owner
City of Springfield, TN 824 Central Ave W Springfield TN 37172-2788 +1 615 3821800	City of Springfield, TN 824 Central Ave W Springfield TN 37172-2788 +1 615 3821800

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
250287	Prime	METRO GOV.NASH/DAV. NEELY'S BEND SS REHAB.-RFQ#450506	JC	\$2,412,836	\$2,251,106

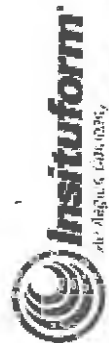
Project Manager	Start Date	Project Close Date	ALS	Total	SR%
Cornell, William H	08-02-2013	01-23-2015	17,758	17,758	0
Customer					
Metro Water Svcs					
1600 Second Avenue North			2,189	2,189	
Davidson			829	829	
Nashville TN 37208			20,576	20,576	
+1 615 8624600					

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
250291	Prime	METRO GOV.NASH/DAV.SHELBY PARK CT.PUR.AGR#326460.0.RFQ#427405	JC	\$4,886,249	\$4,834,737

Project Manager	Start Date	Project Close Date	ALS	Total	SR%
Cornell, William H	09-13-2013	07-24-2015	41,280	41,280	0
Customer					
Metro Water Svcs					
1600 Second Avenue North			3,275	3,275	
Davidson			3,789	3,789	
Nashville TN 37208			48,344	48,344	
+1 615 8624600					

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
250295	Prime	METRO GOV.NASH/DAV.-COWAN & RIVERSIDE #331711.-RFQ#451511	JC	\$4,784,188	\$3,793,284

Project Manager	Start Date	Project Close Date	ALS	Total	SR%
Cornell, William H	11-08-2013	05-25-2015	32,318	32,318	0
Customer					
Metro Water Svcs					
1600 Second Avenue North			881	881	
Davidson			2,823	2,823	
Nashville TN 37208			36,022	36,022	
+1 615 8624600					



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
260305	Prime	VERSAILLES, KY - PHASE 1 SANITARY SEWER REHAB	JC	\$1,609,328	\$1,484,318

Project Manager	Est Date	Project Close Date	AIS	STD	Total	SR%
Cornell, William H	03-11-2014	02-06-2015	24,104	24,104	48	0
			15	48	48	
			Total	24,152	24,152	

Customer
Town of Versailles, KY
Versailles- Not Available
Versailles KY 40383
+1 859 8735436

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
260312	Prime	METRO GOV NASH/DAV, COWAN RIVERSIDE, #340713, RFQ#542703	JC	\$3,819,738	\$2,861,934

Project Manager	Est Date	Project Close Date	AIS	STD	Total	SR%
Cornell, William H	04-15-2014	05-21-2016	28,250	28,250	568	0
			10	568	2,662	
			12	707	1,931	
			15	376	467	
			18	2,087	34,254	
			21			
			Total			

Customer
Metro Water Svcs
1600 Second Avenue North
Davidson
Nashville TN 37208
+1 615 8624600

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
27047101	Prime	FAYETTEVILLE PWC, RELEASE#1 SEWER MAIN REHAB	JC	\$1,887,143	\$2,857,966

Project Manager	Est Date	Project Close Date	AIS	ILG	STD	Total	SR%
Kerstiens Jr, William J	08-28-2012	08-07-2013	23,348	5,738	5,386	34,472	0
			413			413	
			1,126	745	997	1,871	
			1,887			2,864	
			602			602	
			5,119			5,119	
			167			167	
			27,356	5,738	12,414	45,508	
			Total				

Customer
City Of Fayetteville, NC
955 Old Wilmington Road
Cumberland
Fayetteville NC 28301
+1 910 2234718

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
27047102	Prime	FAYETTEVILLE PWC, YR#2, PR10-13 REHAB OF SM, DIAM, SEWER MAINS	JC	\$1,665,561	\$2,240,000

Project Manager	Site Date	Project Close Date	AIS	STD	Total	SIR's
Kerstiens Jr, William J	10-11-2013	05-03-2015	9,417	5,706	15,123	0
			785		785	
			1,622	2,821	4,443	
				5,276	5,276	
				476	476	
				2,040	2,040	
Customer	City Of Fayetteville, NC 955 Old Wilmington Road Cumberland Fayetteville NC 28301 +1 910 2234718	Owner	30	2,780	2,780	
				549	549	
				11,824	19,848	
			Total			31,472

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270480	Prime	FAYETTEVILLE PWC, OUTFALL REHAB OUTFALL SEWER MAIN REHAB	JC	\$2,711,752	\$3,827,061
Project Manager	Site Date	Project Close Date	STD	Total	SIR's
Kerstiens Jr, William J	10-11-2012	01-17-2014	7,471	7,471	0
Customer	Owner		7,471	7,471	
City Of Fayetteville, NC	City Of Fayetteville, NC				
955 Old Wilmington Road	955 Old Wilmington Road				
Cumberland	Cumberland				
Fayetteville NC 28301	Fayetteville NC 28301				
+1 910 2234718	+1 910 2234718				

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270490	Prime	NORTH CHARLESTON SEWER DIST. 3YR CIPP SS REHAB, PH3, PO132403	JC	\$3,230,842	\$4,122,740
Project Manager	Site Date	Project Close Date	STD	Total	SIR's
Kerstiens Jr, William J	06-18-2013	12-28-2014	5,091	5,091	0
Customer	Owner		4,341	4,341	
North Charleston Sewer District, SC	North Charleston Sewer District, SC		9,432	9,432	
7225 Stall Road	7225 Stall Road				
Charleston	Charleston				
North Charleston SC 29405-4422	North Charleston SC 29405-4422				
+1 843 7643072	+1 843 7643072				



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270550	Prime	NORTH CHARLESTON SEW.D., COOPER COOPER BASIN INTERCEPT, DIV. II	JC	\$2,368,868	\$2,408,994

Project Manager	Bid Date	Project Close Date	STD	Total	SFR%
Brown Jr. Robert William	02-18-2014	12-11-2015	5,257	5,257	0
			Total	5,257	

Customer	Owner
North Charleston Sewer District, SC	North Charleston Sewer District, SC
7225 Stall Road	7225 Stall Road
Charleston	Charleston
North Charleston SC 29408-4422	North Charleston SC 29408-4422
+1 843 7643072	+1 843 7643072

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270557	Prime	FAYETTEVILLE PWC, OUTFALL REHAB US 301 TO RESEARCH DR.	JC	\$1,872,763	\$1,883,454

Project Manager	Bid Date	Project Close Date	STD	Total	SFR%
Brown Jr. Robert William	02-27-2015	11-25-2015	3,590	3,590	0
			Total	3,590	

Customer	Owner
Fayetteville Public Works Commission	Fayetteville Public Works Commission
955 Old Wilmington Rd	955 Old Wilmington Rd
Not Available	Not Available
Cumberland	Cumberland
Fayetteville NC 28301	Fayetteville NC 28301
+1 910 4831382	+1 910 4831382

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
380097	Prime	COLUMBUS, OH - CIP#60404-100035 2010 ANNUAL LINING CONTRACT	JC	\$2,419,235	\$2,088,400

Project Manager	Bid Date	Project Close Date	AIS	Total	SFR%
Ball, Jerry L	12-15-2010	03-25-2014	302	302	0
			349	349	
			Total	651	

Customer	Owner
City of Columbus, OH-Broad Street	City of Columbus, OH-Broad Street
90 West Broad Street	90 West Broad Street
Franklin	Franklin
Columbus OH 43215	Columbus OH 43215
+1 614 6458100	+1 614 6458100

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
590081	Prime	BALTIMORE CO. CONT#10205 SXO ALDER/SOUTHERN CROSS/PATTERSON	JC	\$1,585,512	\$1,323,843

Project Manager	Bid Date	Project Close Date	MIS	Total	SR%
Berger, Brian D	04-07-2011	07-12-2013	191	191	0
Total			191	191	

Customer	Owner
County of Baltimore, MD-Department of Public Works, MD	County of Baltimore, MD-Department of Public Works, MD
111 West Chesapeake Avenue	111 West Chesapeake Avenue
Baltimore	Baltimore
Towson MD 21204	Towson MD 21204
+1 410 8873461	+1 410 8873461

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390454	Prime	OCEAN CO. UTILITIES AUTHORITY #AW1113-INTERCEPTOR	JC	\$3,074,845	\$3,067,508

Project Manager	Bid Date	Project Close Date	STD	Total	SR%
Berger, Brian D	11-27-2012	02-17-2014	8,188	8,188	0
Total			8,188	8,188	

Customer	Owner
Ocean County Utilities Authority	Ocean County Utilities Authority
501 Hickory Lane	501 Hickory Lane
Ocean	Ocean
Bayville NJ 08721-2157	Bayville NJ 08721-2157
+1 732 2894500	+1 732 2894500

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390456	Prime	HAMILTON TOWNSHIP 2014 HAMILTON & NEWKIRK AVE SAN, SEW	JC	\$2,277,682	\$2,199,818

Project Manager	Bid Date	Project Close Date	MIS	Total	SR%
Szala, Mark E	06-02-2014	11-17-2014	887	887	0
Total			887	887	

Customer	Owner
Hamilton Township-Trenton, NJ	Hamilton Township-Trenton, NJ
301 Hobson Avenue	301 Hobson Avenue
Mercer	Mercer
Trenton NJ 08610	Trenton NJ 08610
+1 609 5814140	+1 609 5814140



COPY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

INSITUFORM TECHNOLOGIES, LLC
17988 Edison Avenue
Chesterfield, MO 63005

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

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

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

OWNER:

(Name, legal status and address)

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

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

BOND AMOUNT: Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

PROJECT: Wastewater System Pipe Lining

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2016.

Debra Jasper

(Witness) Debra Jasper, Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES, LLC

(Principal)

(Seal)

Diane Partridge

(Title) Diane Partridge, Contracting & Attesting Officer

Amanda L. Williams

(Witness) Amanda L. Williams, Witness

Travelers Casualty And Surety Company Of America

(Surety)

(Seal)

Andrew P. Thome
(Title) Andrew P. Thome, Attorney-In-Fact

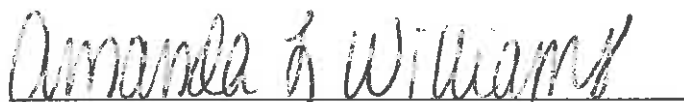
State of Missouri
County of St. Louis

On 11/03/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

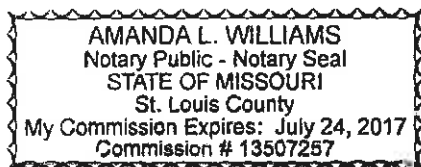
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Amanda L. Williams, Notary Public



My Commission Expires: _____

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230491

Certificate No. 006966069

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

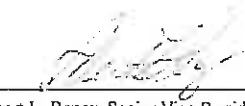
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2016

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



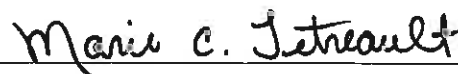
State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 6th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorney-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3 day of November, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

ISSUE CONSIDERED: Reallocation of General Fund Expenditures

DATE: December 12, 2016

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Prior to any auditor adjustments, the general fund is showing that actual expenditures are \$16,678,516 compared to the budgeted amount of \$17,623,464 or \$944,948 under budget. The following departments are over budget:

- Legal Fees is over budget by approximately \$57,000. The settlement payment in the amount of \$133,500 that is due on the Anderson agreement in October 2016 must be recognized as a liability in fiscal year 2016.
- Law Enforcement – pension costs exceeded the amount budgeted by approximately \$45,000. There is one employee who was previously employed by the police department that is still participating in the city general pension fund. The required contribution is calculated at year end and is recorded in the law enforcement budget.

There is money available in the Administrative Services Department, finance division (\$45,000) and library division (\$57,000) to cover the overage. These monies are available due to changes in personnel.

REQUESTED MOTION: “I approve the transfer of funds within the general fund budget from the Administrative Services Department of \$102,000 to the Legal budget (\$57,000) and the Law Enforcement budget (45,000).

ATTACHMENTS: None

**REVIEWED BY
CITY MANAGER:** WS

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

Issue Considered: City Clerk Compensation

Date: December 12, 2016

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: My employment agreement with the City provides for the Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment effective October 1, 2016.

Funding: Budgeted Salaries and Benefits

Requested Motion: "I move that the City Clerk's annual salary be adjusted from \$64,417.68 to _____, effective October 1, 2016.

Attachment: N/A

**Reviewed by
City Manager:** WS

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

ISSUE CONSIDERED: Final Reading: Ordinance 2016-22 providing a supplemental appropriation for fiscal year 2016 to the General Fund and providing for funding.

DATE: December 12, 2016

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2016-22 provides a supplemental appropriation and revenue to the General Fund in the amount of \$432,264 and \$1,600,000 respectively.

The City was awarded a settlement from BP Oil in the amount of \$1,600,000. An outside firm that had been negotiating the agreement on behalf of the city received \$432,264 from the proceeds with the city receiving the net settlement amount of \$1,167,736.

The ordinance provides for a supplemental appropriation and revenue to the General Fund. Settlement revenue has increased \$1,600,000. The ordinance also recognizes the increase in extra legal fees of \$432,264 over the original amount budgeted.

REQUESTED MOTION: “I move to approve Ordinance 2016-22, (read title)...

ATTACHMENTS: Ordinance 2016-22

**REVIEWED BY
CITY MANAGER:** WS

ORDINANCE 2016-22

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2015-25, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the city commission wishes to amend the general fund budgets for additional expenditures in fiscal year 2016 and provide funding for same.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, HEREBY ORDAINS:

Section One. An increase in the general fund budget revenue in the amount of \$1,600,000 recognizing the settlement monies received from BP Oil. An increase in the general fund budget expenditures of \$432,264 to be allocated to the City Attorney's budget for extra legal costs associated with the BP Oil settlement.

Section Two. This ordinance shall become effective upon final passage.

Deborah Schechner, MAYOR

FIRST READING : _____
PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

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

Issue Considered: Ordinance No 2016-25 – Temporary Moratorium for Medical Marijuana Dispensaries

Date: December 12, 2016

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: In 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments, which was amended by the Florida Legislature in its 2016 session. On November 8, 2016, Florida’s voters affirmatively selected to amend the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”). The Florida Department of Health is tasked with promulgating rules and policies for the Act and Amendment 2.

Local governments may establish temporary moratoriums when there is a rational basis and legitimate governmental purpose for the imposition of a moratorium; and establishing a record that the moratorium would further the governmental purpose of creating, finalizing, and adopting regulations relating to medical cannabis. WCI Communities, Inc. v. City of Coral Springs, 885 So.2d 912(Fla. 4th DCA 2004), and Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield, 907 F.2d 239, 243 (1st Cir. 1990).

Requested Motion: I move to approve Ordinance No. 2016-25 on first reading (read title).

Attachments: Exhibit A – Ordinance 2016-25

**Reviewed by the
City Manager**

WS

Ordinance 2016-25

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
IMPOSING A TEMPORARY MORATORIUM ON THE
ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA
DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA
TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD OF
ONE HUNDRED AND EIGHTY (180) DAYS; PROVIDING FOR
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, in 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” (codified as §381.986, Fla.Stat.)(the “Act”) which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in its 2016 session amended the Compassionate Medical Cannabis Act (§381.986, Fla. Stat.) to include the use of “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters approved an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 would fully legalize the medical use of marijuana throughout the State of Florida for those individuals with specified “debilitating” conditions, and would authorize the cultivation, processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, a comprehensive state licensing and regulatory framework for the cultivation, processing and dispensing of cannabis under Act of 2014 presently exists and provides that criteria for the number and location of dispensaries and other permitting requirements that do not conflict with state law or Department of Health rules may be established by local ordinance; and

WHEREAS, businesses licensed pursuant to the Act have begun cultivating cannabis for processing and dispensing; and

WHEREAS, to promote the effective regulation of such activities, the City Commission wishes to preserve the status quo while researching, studying, and analyzing the potential impact of dispensing facilities within the City's boundaries upon adjacent uses and the surrounding areas, including its effect on traffic, congestion, surrounding property values,

demand for City services including inspections and increase police monitoring, and other aspects of the operation of dispensing facilities impacting the general welfare of the community; and

WHEREAS, due to the historical prohibition of marijuana, the City of St. Pete Beach, Florida does not currently have any land development Codes governing the use of real property for purposes of cultivating, processing, distributing or selling marijuana or related activities and such uses are neither lawfully existing nor permissible within the City; and

WHEREAS, to promote effective land use planning if a dispensing organization should seek to operate within the City, the City Commission wishes to preserve the status quo while researching, studying and analyzing the potential impact of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers upon nearby properties; and

WHEREAS, the City Commission finds that imposing a temporary moratorium until adequate regulations have been developed, considered and adopted is in the best interest of the health, safety and general welfare of the community and the residents of the City.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. A temporary moratorium is hereby imposed on the establishment and operation of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers (as referenced in §381.986 and Constitutional Amendment 2, respectively) within the corporate limits of the City of St. Pete Beach, Florida. While the temporary moratorium is in effect, the City shall not accept, process or approve any application relating to the establishment or operation of a Medical Marijuana Dispensing Organization or Medical Marijuana Treatment Center. Nothing in this temporary moratorium shall be construed to prohibit the medical use of medical marijuana or low-THC cannabis by a qualifying or eligible patient, as determined by a licensed Florida physician, pursuant to Amendment 2, Fla. Stat. § 381.986 or other Florida law, as applicable.

SECTION 3. For purposes of the temporary moratorium, a “Medical Marijuana Treatment Center” means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health. “Dispensing organization” means an organization approved by the Florida Department of Health to cultivate, process, transport and dispense low-THC cannabis or medical cannabis pursuant to Fla. Stat. § 381.986.

SECTION 4. This ordinance shall take effect immediately upon adoption. The temporary moratorium shall terminate one hundred and eighty (180) days from the effective date of this

ordinance, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

SECTION 5. The City Commission directs the City Manager to have the Community Development Director and the City Attorney's Office initiate a zoning review of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers within the City of St. Pete Beach, to prepare a staff report containing recommendations as to the appropriate zoning regulations in which such facilities should be located and whether such facilities should be permitted within such district(s) as principal permitted uses, by conditional use permit, or by some other process; and to present such report to the City Commission.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption, but shall terminate one hundred and eighty (180) days from the effective date, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____
PUBLIC HEARING: _____

Deborah Schechner, MAYOR

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.