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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, September 26, 2017
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.
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 Co-Sponsored events for the 2017-18 fiscal year**
 - b. **Authorization to approve special event application for Vina Beer Fest for October 7, 2017.**
 - c. **Request approval of the proposal in the amount not to exceed \$2,440.00 from Cribb Philbeck Weaver Group to design improvements to the electrical service panel at Paradise Grill under the Continuing Engineering Service Contract.**
 - d. **Request approval of the proposal from Crib Philbeck Weaver Group in the amount of \$6,600.00 to perform**

a structural evaluation of the wooden piles supporting Merry Pier.

- e. Request approval of Amendment #6 in the amount of \$18,285.00 for the Blind Pass Road design contract with Michael Baker International for seawall design.**

5. Action Items

- a. Request approval of the bid proposal from Gibbs & Register, Inc., for the construction of the Paving & Drainage Improvements, Pass-A-Grille Way from 1st Ave to 19th Ave in the amount of \$10,200,764.00.**
- b. Request approval of an Interlocal Agreement with Pinellas County for the relocation of County owned and operated Utilities and Reclaimed Water Lines in conjunction with the Pass-A-Grille Way Road Construction from 19th Ave to 1st Ave.**
- c. Approve the proposal from Crib Philbeck Weaver Group in the amount of \$538,900.00 to perform the engineering design to place underground the overhead electrical and related utilities along sections of Gulf Blvd.**
- d. Request approval of the proposal in the amount of \$64,670.00 from George F. Young Inc., to perform design for repairs and to secure permits for the repairs for multiple City owned seawalls under the Continuing Engineering Services Contract.**
- e. Authorization of Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2017 through September 30, 2018 in the amount of \$2,303,887.78**
- f. Request approval of the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2017 through September 30, 2018, in the amount of \$572,594.**

6. Ordinances

- a. Ordinance 2017-16: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.**
- b. Ordinance 2017-25: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement and Stormwater Funds;**

providing for conflicts, severability, construction, publication, and an effective date.

7. Resolutions

- a. Resolution 2017-11: Declaring as surplus certain City owned vehicles, assets and equipment, authorization for the City Manager to dispose of same in the manner required by law.**

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

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

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

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

Issue Considered: Approval of Co-Sponsored events for the 2017-18 fiscal year

Date: September 26, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: To streamline the process, the Recreation Director developed a timeline and application period for all event organizers to apply for co-sponsorship, so that they can be budgeted for and approved at one time. This process began in December 2014 for the FY15-16 budget. This year 16 event organizers applied for city co-sponsorship. The Recreation Advisory Committee reviewed the applications in February 2017 and approved all but one (Powerboat P1 USA). Commission has final approval of the co-sponsored events and amounts.

Requested Motion: “Approval of Co-Sponsored events for the 2017-18 fiscal year.”

Attachments: Summary Sheet

**Reviewed by
City Manager** *WS*

St Pete Beach City Co-Sponsorship FY18	<u>Requested</u>		Rec Advisory Recommendation for approval	Commission approved FY2017
	Waived Fees	\$ Sponsorship		
	Event	up to	Waived Fees	Waived Fees
SPB Classic	\$750 permit fee	\$18,000 Sheriff	\$750	\$50
Salute to Military	\$600	\$1,542	\$600	\$370
Permit - \$250		Sheriff - \$1,250		
Park Rental - \$350		PW - \$82		
		Tables/Chairs - \$210		
Fish Broil	\$850	\$1,192	\$850	\$370
Permit - \$500		Sheriff - \$900		
Park Rental - \$350		PW - \$82		
		Tables/Chairs - \$210		
Beach Goes Pop	\$750	\$16,566	\$750	\$50
Permit fee \$750		Stage/Production - \$8,000		
		Sat. Band - \$4,000		
		Fire - \$750		
		Sheriff - \$1,410		
		PW - \$750		
		Banner - \$216		
		Trucks/Vehicles - \$339.50		
		Street Sweep - \$500		
		Bus/Drivers - \$600		
8th Ave Block Party	\$500	\$1,955	\$500	\$20
Permit - \$500		Sheriff - \$1350		
		PW - \$605.25		
Chowder Challenge	\$850	\$562	\$850	\$370
Permit - \$500		Sheriff - \$270		
Park Rental - \$350		PW - \$82		

Tables/Chairs - \$210						
100 Artist Show	\$950	\$596	\$950	\$596	\$720	\$596
Permit - \$250						
Park Rental - \$700						
Island Festival	\$250	\$202	\$250	\$202	\$20	\$202
Permit - \$250						
PAGCA Bonfire	\$250	\$705	\$250	\$705	\$20	\$705
Permit - \$250						
Surfers For Autism	\$650	\$1,707	\$650	\$1,707	\$50	\$1,707
Permit - \$650						
Home Tour	\$75	\$300	\$75	\$300	N/A	N/A
Permit - \$75						
PAG Boat Parade	\$250	\$389	\$250	\$389	\$20	\$389
Permit - \$250						
SPB 5K Series	\$350	\$2,540	\$350	\$2,540	New	New
Permit - \$350						
Fire - \$1,125						
Sheriff - \$810						
PW - \$605.25						
Peace Love 5K	\$500	\$577	\$500	\$577	New	New
Permit - \$500						
Fire \$375						
PW - \$201.75						
Upham Bonfire	\$250	\$705	\$250	\$705	New	New
Permit - \$250						
PowerBoat Race	\$1,000	\$10,000	No	No	New	New
Permit - \$1,000						
Sheriff cost						
Totals	\$8,825	\$57,538	\$7,825	\$47,538	\$2,060	\$37,416
Police = \$35,475, Fire \$3,875, PW \$4,657.5, Other \$13,530						

Difference in Fees Waived is the increase in permit fees in FY2016
Items highlighted are new applicants

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

Issue Considered: Authorization to approve special event application for Vina Beer Fest for October 7, 2017.

Date: September 26, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The event is being organized by the Vina Del Mar Island Association. The event will include music, food and alcohol. The event is from 4-8pm Saturday, October 7, 2017 at the Vina Del Mar Park. The Association purchased event insurance through the Recreation Department for the event. The city commission needs to approve Vina Del Mar Park as a wet zone for the event to allow alcohol consumption on public property.

Funding: N/A

Requested Motion: "I move to approve special event application for Vina Beef Fest for October 7, 2017

Attachments: Application

**Reviewed by
City Manager** *WS*



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Heather Riley Title (if applicable): _____
Name of Organization (if applicable): Vina Del Mar Island Assoc.
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: 270 N. Tessor Dr. St. Pete Beach
Cell Phone: 302-494-1307 Email: chevynomad@aol.com

Event Information

Event Title: Vina Beer Fest Event/Organization Web Address: vdma.info
Event Location(s): Hurley Park VINA DEL MAR PARK

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10-7-17</u>	<u>Saturday</u>	<u>4:00</u>	<u>8:00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 10-7-17 Time(s) 2:00 to 4:00
Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: BBQ with the Firemen

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

Event Logistics

Estimated Attendance 100 100
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: music

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

firemen - pulled pork

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.) Larry Lewis

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 4:30 - 7:30

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? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? 10-15

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

Heather Riley
Print Name

H E Riley
Signature

Vinca Del Mar Is Assoc.
Corporation Name (if applicable)

Date

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

Issue Considered: Request approval of the proposal in the amount not to exceed \$2,440.00 from Cribb Philbeck Weaver Group to design improvements to the electrical service panel at Paradise Grill under the Continuing Engineering Service Contract.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: For many years the power and distribution system of electrical service panel at the Paradise Grill has been insufficient to service the numerous public events that take place at and around the Grill and on Gulf Way. This task order will evaluate the power requirements and the existing electrical distribution system and design improvements that will support the electrical use demands of the events that take place.

Funding: Public Works – Administrative Planning/Engineering

Requested Motion: “I move to approve the proposal in the amount not to exceed \$2,440.00 from Cribb Philbeck Weaver Group to design improvements to the electrical service panel at Paradise Grill under the Continuing Engineering Service Contract.”

Attachments: Proposal from Cribb Philbeck Weaver Group.

Reviewed by
City Manager: WS

August 24, 2017

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

Ref: Paradise Café Electrical System Improvements Proposal

CPWG is pleased to present this proposal to provide an electrical systems analysis and engineered system enhancement to serve Paradise Café Exterior Deck, and Ancillary Areas at 900 Gulf Way.

Project Description

The City of St. Pete Beach has requested an electrical systems evaluation of the deck electrical service entrance and distribution panel, provide an engineered solution and construction documentation package for repair/replacement, and additional distribution to serve ancillary areas.

BASE SCOPE OF SERVICES

CPWG will perform field evaluations and detailed coordination with Duke Energy (utility service provider) to determine malfunction of electrical service point, and provide solution and construction documentation to repair/replace electrical service, and upgraded distribution to the North and South for City use.

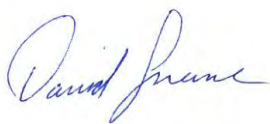
Compensation Summary and Terms

This contract is a Lump Sum contract.

The “Not to Exceed” fee for this work order is presented in this proposal is Two Thousand Four Hundred Forty dollars (\$2,440.00).

If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Very truly yours,



David Greene
Project Manager

**Table 1. Proposal for the Paradise Café Electrical System Improvements
Supplemental Electrical Systems Serving Deck and Ancillary Areas**

		\$200.00	\$150.00	\$135.00	\$115.00	\$95.00	\$50.00		
Task	Description	Principle	Project Manager	Project Engineer	Staff Engineer	CADD / Designer	Clerical Support	Total Cost	Task Totals
Item 1	Electrical Systems Improvements								
Existing	Review Existing Conditions		4		4	2		\$ 1,060.00	\$ 1,060.00
Proposed	New Distribution Engineering		2	8		10		\$ 1,380.00	\$ 1,380.00
								\$ -	\$ -
								\$ -	\$ -
	Sub Total	0	6	8	4	12	0	\$ 2,440.00	\$ 2,440.00
	Reimbursables								\$ -
	Sub Total							\$0.00	
	TOTAL							\$ 2,440.00	\$ 2,440.00

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

Issue Considered: Request approval of the proposal from Crib Philbeck Weaver Group in the amount of \$6,600.00 to perform a structural evaluation of the wooden piles supporting Merry Pier.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The wooden piles supporting the deck structure of Merry Pier are original to the pier and have questionable integrity and strength. Before performing any significant repairs to the deck a comprehensive structural integrity inspection of the piles is required. This task order will evaluate the existing piles and report on their condition for consideration in future repair planning.

Funding: Public Works – Administrative Planning/Engineering

Requested Motion: “I move to approve the proposal from Crib Philbeck Weaver Group in the amount of \$6,600.00 to perform a structural evaluation of the wooden piles supporting Merry Pier.”

Attachments: Proposal from Crib Philbeck Weaver Group

**Reviewed by
City Manager:** 

August 24, 2017

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

Ref: Merry Pier Structural Feasibility Proposal

CPWG is pleased to present this proposal to provide an engineering feasibility study for the Wooden Pile Condition Inspection (Structural Evaluation) of City of St. Pete Beach owned Merry Pier, located at 801 Pass-A-Grill Way.

Project Description

The City of St. Pete Beach has requested a Structural Evaluation of the wooden piers that support of the City of St. Pete Beach owned 115+ year old structure.

BASE SCOPE OF SERVICES

CPWG will perform field evaluations and review of findings to analyze the conditions of the wooden pilings supporting the structure. Descriptions of evaluation methods is attached.

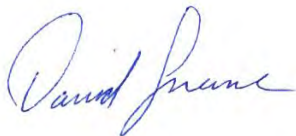
Compensation Summary and Terms

This contract is a Lump Sum contract.

The “Not to Exceed” fee for this work order is presented in this proposal is Six Thousand Six Hundred dollars (\$6,600.00).

If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Very truly yours,



David Greene
Project Manager

Summary of Wooden Pile Visual Condition Inspection

Pier Contains:

- 57 Piles Supporting Original Structure (Under Pier)
- 77 Piles Supplemental to Original Structure (Outside Pier)

Above the waterline:

-Visual inspection to locate and determine size of the following conditions:

- A) Deterioration
- B) Fruiting Bodies
- C) Sunken Faces or Localized Collapse Sunken faces
- D) Staining or Discoloration Staining
- E) Insect or Animal Activity
- F) Plant Growth
- G) Checks and Splits
- H) Weathering and Impact Damage
- I) Miscellaneous Conditions - misaligned elements, missing hardware, etc.

-Sounding of piling timbers:

- A) Strike the piles with a hammer to determine the presence of any soft/deteriorated wood. This will be done along the length of the pile for each quadrant of the pile.

-Probing of suspected areas:

- A) Any suspected soft/deteriorated areas will be probed with a sharp instrument such as an awl or similar device. This would allow for determination of the depth of deterioration.

Below the waterline: (The following actions will be performed by a diver and possible use of submersible cameras)

-Visual inspection to locate and determine size of the following conditions:

- A) Deterioration
- B) Sunken Faces or Localized Collapse Sunken faces
- D) Marine Animal Activity
- E) Marine Growth
- F) Checks and Splits
- G) Impact Damage
- H) Scour of sediment around piles
- I) Miscellaneous Conditions - misaligned elements, missing hardware, etc.

-Probing of suspected areas:

- A) Any suspected soft/deteriorated areas will be probed with a sharp instrument such as an awl or similar device. This would allow for determination of the depth of deterioration.

Upon completion of the field data collection, an estimation of the section loss will be calculated for each pile.

**Table 1. Proposal for the Merry Pier Structural Feasibility Study
Wooden Pile Condition Inspection (Structural Evaluation)**

		\$200.00	\$150.00	\$	135.00	\$115.00	\$	95.00	\$	50.00	
Task	Description	Principle	Project Manager		Project Engineer	Staff Engineer		CADD / Designer		Clerical Support	Total Cost
Item 1	Evaluate Existing Condition										
Above Ater Line	Review Existing Conditions					20			\$	2,300.00	\$ 2,300.00
Below Water Line	Review Existing Conditions					20			\$	2,300.00	\$ 2,300.00
Findings Evaluation	Compile results, Prepare Report				8	8			\$	2,000.00	\$ 2,000.00
									\$	-	
	Sub Total	0	0	0	8	48	0	0	\$	6,600.00	\$ 6,600.00
	Reimbursables										
									\$	-	
	Sub Total									\$0.00	
	TOTAL								\$	6,600.00	\$ 6,600.00

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

Issue Considered: Request approval of Amendment #6 in the amount of \$18,285.00 for the Blind Pass Road design contract with Michael Baker International for seawall design.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The contract for the design of the project does not include the stormwater outfall and seawall at 70th Ave. The City was considering designing it under a separate contract. Because of the complexity and size of the stormwater pipe system at this location and the configuration of the discharge into the Boca Ciega Bay, it is advantageous to the City to have the designer of record for the stormwater system continue with the design of the outfall and seawall as one contiguous system.

Funding: CIP - Blind Pass Road from Gulf Blvd. to 75th Ave.

Requested Motion: "I move to approve Amendment #6 in the amount of \$18,285.00 for the Blind Pass Road design contract with Michael Baker International for seawall design."

Attachments: Amendment #6 with Michael Baker International, Inc., for the Blind Pass Road Design

**Reviewed by
City Manager:** WS

**Michael Baker
International, Inc.**

5020 West Linebaugh Avenue
Suite 240
Tampa, FL 33624
(813) 889-3892
(813) 889-3893 Fax

August 14, 2017

Mr. Mike Clarke
Public Services Director
155 Corey Avenue
St. Pete Beach, Florida

Re: City of St. Pete Beach
Blind Pass Road from Gulf Blvd. to 75th Ave
Scope and Fee Proposal
Amendment 6

Dear Mr. Clarke,

Michael Baker International, Inc., is pleased to provide the City of St. Pete Beach with the following Amendment 6 Scope of Services for the Blind Pass Road from Gulf Blvd. to 75th Ave. These services are to provide structural design and plans production services for the proposed seawall near the corner of Boca Ciega Drive and 70th Avenue. The information from this additional task will be implemented into the current project bid plans.

Below is more detailed information regarding the scope for the tasks included in this contract amendment:

Task 1 – Seawall Design and Plans Production

The existing outfall at Boca Ciega Drive is a 24-inch concrete pipe that connects to an existing seawall within an approximate 25-foot drainage easement located between two homes. The 24-inch pipe is to be replaced with two 38-inch by 60-inch elliptical pipes which will discharge at the same location. The size and depth of the proposed pipes dictates that the existing seawall within the easement be replaced. Information regarding the existing wall could not be obtained to evaluate its ability to accommodate the design improvements.

The scope of this task includes a field review to evaluate the existing wall type and verify the limits of the wall replacement. The proposed wall will be designed with consideration of the existing wall removal as well as the proposed stormsewer pipes which will discharge through the wall. The proposed wall will be designed with the appropriate factors of safety for sliding, bearing and overturning according to the FDOT Soils and Foundations Handbook 2017. A concrete coping will be designed to generally match the profile and aesthetics of the adjacent walls. The aesthetics of the wall below the coping may vary from the adjacent walls.

A geotechnical investigation has been conducted by MC Squared, Inc. and is documented in their report dated April 2014. If additional geotechnical information is required a supplement to the contract will be requested.

The structural details will be included in the overall project bid set (not as a component set) and will include the following:

- Wall Plan and Elevation
- Cross Sections
- Wall Construction Staging Details
- Pipe Openings Reinforcement Details
- Miscellaneous Details
- General Notes

Compensation

For the Scope of Services described in this work assignment, Michael Baker International, Inc., shall be compensated a Lump Sum of **\$18,285** in accordance with the terms of the agreement.

No other work shall be part be part of the Amendment 6 Contract. Michael Baker has enclosed the Cost Breakdown herein.

If you have any questions, or need additional information, please contact us. We look forward to providing these additional services for the City.

Sincerely,
Michael Baker International, Inc.



Beth Steimle, P.E.
Principal-in-Charge

Encl.: Cost Breakdown

Please sign and date below if you agree to the terms enclosed in this document.

Name (printed)

Title

Signature

date

EXHIBIT B

City of St. Pete Beach

Blind Pass Road

Fee Summary Sheet

MANHOUR AND FEE ESTIMATE			
Task 1			
Seawall Design and Plans			
CLASSIFICATION	RATES	HOURS	TOTAL
Senior Project Manager	\$187.67	10	10
Project Manager	\$184.49	0	0
Senior Engineer	\$156.88	19	19
Engineer	\$118.76	57	57
Designer	\$95.12	70	70
Technician or Inspector	\$76.79	0	0
Clerical	\$58.23	0	0
TOTAL HOURS			= 156
LUMP SUM COSTS			= \$18,285.14
NOT TO EXCEED COSTS			= \$0.00

DIRECT EXPENSES	
Reproduction	\$0.00
Mileage	\$0.00
Postage	\$0.00
Inspection Directs	\$0.00
SUBCONSULTANTS	
	\$0.00
	\$0.00
TOTAL EXPENSES	\$0.00
TOTAL COSTS	\$18,285.14 \$0.00 \$18,285.14

EXHIBIT B

City of St. Pete Beach

Task 1

Blind Pass Road

Seawall Design and Plans

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Designer	Technician or Inspector	Clerical	Total Hours
Cost Estimate								
PM coordination	6							6
Field Review	2		2	2				
Sheet Pile wall design			8	50				
Pipe opening reinforcement details			1	3				
Construction staging			2					
QC design and drawings	2		6					
Structural general notes				2	6			
Draw elevation view including construction staging details					24			
Draw seawall cross section(s)					24			
Draw misc. details					16			
Total Hours:	10	0	19	57	70	0	0	6

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

Issue Considered: Request approval of the bid from Gibbs & Register, Inc., for the construction of the Paving & Drainage Improvements, Pass-A-Grille Way Phase II, from 1st Ave. to 19th Ave. in the amount of \$10,200,764.00.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City issued a Request for Bids for the Paving & Drainage Improvements, Pass-A-Grille Way Phase II from 1st Avenue to 19th Avenue to three pre-qualified bidders which were opened on August 3, 2017. Three bids were received with Gibbs & Register, Inc., being the low bidder. The Bid Tabulation is attached.

Funding: Funding is available in the Capital Improvement Fund, derived from the following sources:

Capital Improvement Fund Sources	Amount
Capital Improvement Bond Proceeds	2,900,000
Stormwater Note Proceeds	618,100
Wastewater Note Proceeds	221,540
SWFWMD Grant	3,213,000
Pinellas County	1,482,572
Transfer from Stormwater Fund	451,463
Transfer from Reclaimed Water Fund	690,492
Transfer from General Fund	623,597
Total	\$ 10,200,764

Requested Motion: "I move to approve the bid proposal from Gibbs & Register, Inc., for the construction of the Paving & Drainage Improvements, Pass-A-Grille Way Phase II, from 1st Ave to 19th Ave in the amount of \$10,200,764.00."

Attachments: Contract
Exhibit A: Request for Bid
Exhibit C: Bid, Gibbs & Register, Inc.
Bid Tabulation Sheet

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Reconstruction of Pass-A-Grille Way from 1st Avenue to 19th Avenue (“Phase Two”)

This is an Agreement (the “Agreement”) entered into by and between the City of St. Pete Beach (hereinafter "City") and Gibbs & Register, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the “Parties.”

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit “A”, and the City Commission authorized the selection of Contractor at its _____, 2017 public hearing; and

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

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of _____ to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit “B”. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit “C”.
4. Contractor shall provide the services, described herein no later than 480 days from the effective date or _____ date (“completion date”).
5. Time is of the essence in the performance of this Agreement. City shall be entitled to

liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

8. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the City's personnel, to conduct such inspections and tests as it may require.

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

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other Parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

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

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

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

- a. Request for Bid (Exhibit "A")
- b. Florida public records law (Exhibit "B")
- c. Contractor proposal (Exhibit "C")

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

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

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

As to Contractor:

Gibbs & Register, Inc.
Attn.: Matt Karash
232 S. Dillard Street
Winter Garden, FL 34787

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.

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

Gibbs & Register, 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”

[Place City’s Request for Bids behind this page]

EXHIBIT “B”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “C”

[Place Contractor’s Bid Proposal behind this page]



City of St Pete Beach Request for Bid (RFB)

Pass-A-Grille Way Phase II, Construction 1st Avenue to 19th Avenue

**Bids due by August 3, 2017,
11:30 AM at City Hall, St. Pete Beach, FL**

CONTENTS

- I. CONTRACTOR'S BID SUBMITTAL
- II. GENERAL CONTRACT DOCUMENTS
- III. REFERENCES & QUALIFICATIONS
- IV. CERTIFICATE OF INSURANCE
- V. CONTRACTOR'S EDUCATION & TRAINING
- VI. PROJECT PLANS AND SPECIFICATIONS

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in Roadway Construction and is also licensed, in the State of Florida and Pinellas County, 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: **"Pass-A-Grille Way, Phase II, Construction, 1st Avenue to 19th Avenue"**

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: **"Pass-A-Grille Way, Phase II, Construction, 1st Avenue to 19th Avenue"**,

COMPANY:
ADDRESS:

DATE:
PHONE:

BY: _____
(SIGNATURE)

NAME: _____
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this _____ day
of _____, 2017

(Notary Public)

(My Commission Expires)

Submit the "BID SCHEDULE" with your submittal to:

CITY OF ST. PETE BEACH

BID SCHEDULE

“Pass-A-Grille Way, Phase II, Construction, 1st Avenue to 19th Avenue”

Base Bid:

1. Provide a lump sum cost to provide all Labor, Materials, and Equipment to provide complete roadway construction as described in this RFB and as attached.

II. GENERAL CONTRACT DOCUMENTS

REQUEST FOR BID

“Pass-A-Grille Way, Phase II, Construction, 1st Avenue to 19th Avenue”

BID DOCUMENTS

- I. Contractor’s Bid Submittal & Bid Schedule
- II General Contract Documents
- III. References & Qualifications
- IV. Certificate of Insurance
- V. Contractor’s Education & Training
- VI. Project Plans and Specifications

The City of St. Pete Beach is soliciting bids from qualified Roadway Contractors for the Construction of *“Pass-A-Grille Way, Phase II, Construction, 1st Avenue to 19th Avenue”*

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor’s Bid Submittal (Page 3), Itemized Bid Schedule (Form “A”) a project schedule, references, contractor’s license and insurance certificates. Any major sub-contractor that will be hired by the contractor for this project must also submit references, contractor’s license and insurance certificates. The contractor shall submit one original and two (2) copies of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City Project Manager, via e-mail, mclarke@stpetebeach.org with their intention to bid, along with their company name and contact information prior to July 28, 2017. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. As always, it shall be the contractors’ responsibility to refer back to the website (www.stpetebeach.org) for additional project information as it becomes available.

PRE-BID MEETING

There is no Pre-bid Meeting for this bid solicitation.

BID PACKAGES

Sealed bids will be received until 11:00 AM on August 3, 2017, 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.

Bids should be addressed to: City of St. Pete Beach
City Clerk’s Office
155 Corey Ave.

St. Pete Beach, FL 33706

Plainly marked as: ***“Pass-A-Grille Way Phase II Construction 19th Avenue to 1st Avenue”***

CONTACT INFORMATION

Project Manager
7581 Boca Ciega Drive
St. Pete Beach, Florida 33706
Office - (727) 363-9254 Fax - (727) 367-2736
E-mail – mclarke@stpetebeach.org

SCOPE OF WORK

The purpose of this request is to obtain bids from prequalified General Contractor's for the Reconstruction of Pass-A-Grille Way from 19th Avenue to 1st Avenue in St. Pete Beach, FL.

This reconstruction project will include, but not be limited to, the following components:

- ☐ Full depth pavement replacement, including subgrade evaluation/stabilization.
- ☐ Replacement/repair of County (potable water) and City-owned utilities (sanitary sewer, reclaimed water, storm water).
- ☐ Accommodations for the undergrounding of overhead electric and other privately owned cable utilities, including installation of conduit and earthwork preparation for supporting infrastructure.
- ☐ Complete storm water system reconstruction, including a pump station, upsizing of pipes, additional inlets, and installation of baffle boxes and tidal control valves near relocated outfalls into Boca Ciega Bay.
- ☐ Constructing new curb and sidewalk.
- ☐ Landscaping

Funding is being provided jointly by the Southwest Florida Water Management District (SWFWMD), Pinellas County, and the City of St. Pete Beach. As a result, all invoicing will need to include separate line items for any activity related to storm water and potable water infrastructure.

DETAILED PROJECT INFORMATION

- The Contractor will work closely with City staff throughout the scope of this project.
- The contractor shall carefully examine the project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions.
- Work Hours shall be from 7:00AM until 5:00PM, Monday thru Friday. No work shall take place during the weekends or on City Holidays (Memorial Day, Independence Day, Labor Day, etc.). If weekend or holiday work is required, this

must be approved by the City Public Works Department at least 1 week prior to the scheduled work.

- Contractor is responsible for all utility locates through Sunshine One-Call.
- Site and surrounding properties must be kept free of construction debris and thoroughly cleaned upon completion. Driveways must remain open or flagged as needed.
- All work to be completed within the project limits or City/FDOT Right-Of-Way.
- Equipment left on site must be approved by City Public Works Department.
- Contractor is responsible for all Stormwater BMPs. As per DEP's requirements for MS4's, please provide proof of Site Operator Training and refresher class based on DEP's Stormwater, Erosion, and Sediment Inspector Training Class.
- Lumber or timber products should be produced and manufactured in the state of Florida if the products are appropriately available.
- Contractor must be an FNGLA Certified Landscape Contractor and must have all applicable Pinellas County landscape licenses and certifications.
 - o Any person or company providing fertilizer application services within Pinellas County must obtain the Limited Certification for Urban Landscape Commercial Fertilizer as per F.S. 482.1562.
 - o Any person or company providing landscape services (mowing, trimming, edging, pruning, debris management, etc.) NOT including fertilizer application, must be trained in a Pinellas County-approved best management practices course for landscape maintenance as per Pinellas County's fertilizer ordinance Article XIII, Chapter 58.
 - o Any person or company providing landscape services not including fertilizer application must display a Pinellas County vehicle decal after successfully completing the training and certification requirements.
 - o Any person providing application of herbicides, fungicides, and insecticides using products limited to "Caution" labels only (such as Round-Up), must maintain the Limited Certification for Commercial Landscape Maintenance.
 - o Any commercial contractor providing application of herbicides, fungicides, and insecticides must maintain a company-wide Pest Control License for Lawn & Ornamental applications.

ADDITIONAL WORK DETAILS

Firms or persons wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this bid package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed. The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of the attached project documents to the attention of the City of St Pete Beach Public Works Department (mclarke@stpetebeach.org) at least five (5) days before due date for Bids. Clarification of intent of Contract Documents if necessary shall be made available to bidders in form of Addendum via the city website. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City

and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Bidder's Submittal and Bid Schedule attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

Contract execution is anticipated to occur upon approval at the City Commission meeting scheduled for **September 19, 2017**. The Contractor shall within thirty (30) days of contract execution mobilize to the site to begin construction activities.

Work shall not be performed on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

COMPLETION DATE

All work described in this RFB shall be completed within 16 months from Notice to Proceed.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding contractor shall provide a statement of assurance that the contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firms operations since submittal of the Statement of Qualifications to the City. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to control the area with fencing or barricades.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and

qualifications as stated in this Contract.

PERFORMANCE AND PAYMENT BOND

Contractor shall furnish the City with a performance and payment bond in a sum equal to the amount of the Contract price; conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him/her to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify his/her Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or

decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the Project Manager. Each such written notice shall be delivered promptly and in any event no later than fifteen (15) days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) days of the request unless a longer time period is allowed by the City Manager.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager within fifteen (15) days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and

workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

Allowable labor costs shall be limited to craft labor (including foremen) in the direct employ of the Contractor (or Subcontractor) assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved in the Change Order or Claim. When determining actual payroll costs, daily time sheets certified by the Contractor and verified by the City Manager along with certified payroll records shall be the valid records.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category indicating, the applicable unit rates (i.e., \$'s per hour, \$'s per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by him

under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- (a). Defective work not remedied
- (b). Claims filed or reasonable evidence indicating probable filing of claims
- (c). Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d). A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e). Damage to another Contractor.
- (f). Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor. Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the

Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner.

If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder. Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

LIABILITY INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of St Pete Beach must be named as a certificate holder. The following minimum coverage:

Commercial Liability Insurance \$1,000,000.00.

Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

Personal Injury for \$1,000,000.00 each occurrence.

Automobile Liability \$1,000,000.00.

General Workers Compensation Insurance as required by Florida law.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security

is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action. Closing of driveways and/or sidewalks must ensure safety techniques and or detours as needed.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

Arrange with the City or property owners for temporary parking areas to accommodate construction personnel and equipment.

TRANSPORTATION, HANDLING and STORAGE

Transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection, City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site. The contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. He /she

shall not proceed until he/she has received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he /she will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facility concrete and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and

meet the requirements set forth in the Florida State Department of Transportation “Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.”

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, the city reserves the right to seek resolution through court action.

INDEMNITY

The Contractor shall indemnify and save harmless the City, and the City's agents and

employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the

case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

- (a) The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.
- (b) The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.
- (c) The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work

done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor/Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

AS-BUILTS

Required for this project utilizing FDOT approved CADD formats

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

A PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible users shall meet all State of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this contract.

BID BOND

This project will NOT require a bid bond.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews, and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

Once bids are submitted to the City, they cannot be withdrawn.

III REFERENCES & QUALIFICATIONS

Provide at least (3) three or more professional, business references with which you have contracted to provide similar services in the past (5) five years. Include the name of the person, their organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past (5) five years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past (5) five years.

The responding 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. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested.

IV CERTIFICATE OF INSURANCE

INSURANCE

Include in bid an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured. **Some insurance coverage requirements may not be applicable to all RFB's and contracts.**

AWARD OF CONTRACT

The Contactor must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

- Commercial Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law

V. Contractor Education & Training



City of St. Pete Beach
Public Works Department
7581 Boca Ciega Drive
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: _____

Signature: _____

Name/Title: _____

Date: _____

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.

VI.

PROJECT PLANS AND SPECIFICATIONS

Provided on the City web site

COPY

**BID DOCUMENTS
FOR
Paving & Drainage Improvements Pass A Grille Way from 1st Ave to 19th Ave**

Mail or Hand Deliver

ORIGINAL BID FORM AND FIVE (5) COMPLETE COPIES

BY the date and time specified in the bid documents

Gibbs & Register, Inc.

COMPANY NAME

232 S. Dillard Street

COMPLETE MAILING ADDRESS

Winter Garden, FL 34787

CITY, COUNTY, STATE, ZIP CODE

407-654-6133 (p) 407-654-6134 (f)

TELEPHONE NUMBER AND FAX NUMBER

Matt Karash - estimating@gibbsandregister.com

CONTACT PERSON AND E-MAIL ADDRESS

**To the City Commissioners
St. Pete Beach, Florida**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans, Permitting and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **Paving, Utilities & Drainage Improvements along Pass A Grille Way from 1st Ave to 19th Ave** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following TOTAL BASE BID.

It is understood that this is a lump sum Contract and the resultant Contract will contain lump sum prices for the base bid and alternates. Supporting information including estimated quantities, unit prices, and extended totals will be included as an appendix to the contract. The base bid and alternates shall be sum of all pay item totals from the schedule of prices developed by the contractor.

The Contract resulting from this project is based on plans and specifications provided to the contractor. The contractor will develop a detailed list of pay item and associated unit costs and provide this with the bid package. After bid submittal this will be compared to the quantities developed by the City.

TOTAL BASE BID (Includes Supplement 1 and 2):

TEN MILLION TWO HUNDRED ^{THOUSAND} SEVEN HUNDRED SIXTY-FOUR DOLLARS
(In Words)

\$ 10,200,764.00 (in numbers)

DAYS TO FINAL COMPLETION 480
(preference will be given to accelerated schedules)

In the event the Contract is awarded to this Bidder, the bidder will enter into a formal written agreement with the City in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to the bidder and will furnish to the City a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the City, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids may be cause for rejection of the bid as non-responsive at the exclusive discretion of the City.

Supplemental bid Item #1 – Potable Water Line

Pinellas County is providing all funding for the Potable Water Line so it is necessary to have a separate lump sum bid for potable water line.

SUPPLEMENTAL BID ITEM #1:

ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED DOLLARS
(In Words) EIGHTEEN DOLLARS.
\$ 1,275,918.00 (in numbers) (INCL. CONTINGENCY)

Supplemental bid Item #2 – Reclaimed Water Line (Only portion associated with 16" lines)

Pinellas County is providing partial funding for the Reclaimed Water Line so it is necessary to have a separate lump sum bid for reclaimed water line.

SUPPLEMENTAL BID ITEM #2:

ONE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED DOLLARS
(In Words) TEN DOLLARS
\$ 184,420.00 (in numbers)



Theodore Ferguson, President

Bid Sheet (7-17-2017)
Pass-a-Grille Way Phase II (1st to 19th)

Item No.	Item No.	Description	Quantity	Unit	Unit Cost	Cost
General						
101-1	1	Mobilization 4.5%	1	LS	\$440,000.00	\$440,000
102-1	2	Maintenance of Traffic 4.5%	1	LS	\$430,000.00	\$430,000
104-11	3	Floating Turbidity Barrier	1,800	LF	\$10.00	\$18,000
104-12	4	Staked Turbidity Barrier	8,500	LF	\$1.00	\$8,500
110-1-1	5	Clearing and Grubbing	1	LS	\$598,000.00	\$598,000
120-7	6	Unsuitable Material (Contingency)	1	LS	N/A	N/A
SP-28	7	Remove and Stockpile Hex Block	61	SY	\$25.00	\$1,525
SP-13	8	As Built Plans	1	LS	\$7,500.00	\$7,500
SP-100	9	Indemnification	1	LS	\$100.00	\$100
SP-101	11	Survey Control	1	LS	\$159,500.00	\$159,500
SP-5	10	Groundwater Treatment & Disposal	1	LS	N/A	N/A
		Sub-Total				\$1,663,125
Roadway						
110-4	12	Removal of Existing Concrete (sidewalk and Curb)	3,778	SY	\$10.00	\$37,780
120-1	13	Regular Excavation	2500	CY	\$30.00	\$75,000
160-1	14	Stabilized Subgrade - Type B stabilization (12") (min LBR 40)	9,404	SY	\$10.00	\$94,040
230-1	15	Base Crushed Concrete (10") (Min. LBR 100)	8,320	SY	\$25.00	\$208,000
285-7	16	Shell Pavement (9-Inches)	596	SY	\$35.00	\$20,860
327-70-4	17	Milling Existing Asph. Pavement, 3" Avg. Depth	13,602	SY	\$5.50	\$74,811
334-1	18	Superpave Asphalt Concrete (Traffic C) (2") (SP-12.5)	21,921	SY	\$16.00	\$350,736
334-1-A	19	Superpave Asphalt Concrete (Traffic C) (1") (SP-9.5)	21,921	SY	\$10.00	\$219,210
700-1-11	19	Single Post Sign, F&I, up to 12 SF (Stop Sign)	10	AS	\$250.00	\$2,500
700-1-50	20	Single Post Sign, Relocate	18	AS	\$120.00	\$2,160
706-3	21	Retro-Reflective Pavement Marks Y/Y	116	EA	\$4.00	\$464
711-11-10X	22	Thermoplastic Pavement Markings, Std, White, 4" Solid Longitudinal (Parking Spot)	2,130	LF	\$1.00	\$2,130
711-11-101	23	Thermoplastic Pavement Markings, Std, White, 6" Solid Longitudinal	9,300	LF	\$1.00	\$9,300
711-11-105	24	Thermoplastic Pavement Markings, Std, White, 24" Solid Longitudinal	216	LF	\$5.50	\$1,188
711-11-160	25	Thermoplastic, Std, White, Message (Bike)	8	EA	\$250.00	\$2,000
711-11-170	26	Thermoplastic, Std, White, Arrow	8	EA	\$200.00	\$1,600
711-11-201	27	Thermoplastic Pavement markings, Std, yellow 6", sold Longitudinal	9,300	LF	\$1.00	\$9,300
		Sub-Total				\$1,111,079
Stormwater						
400-95-2	28	Cofferdam	15	EA	\$20,000.00	\$300,000
425-1-711	29	Inlets - Type V	38	EA	\$5,000.00	\$190,000
						731

Bid Sheet (7-17-2017)
Pass-a-Grille Way Phase II (1st to 19th)

Item No.	Item No.	Description	Quantity	Unit	Unit Cost	Cost
425-1-201	30	Inlets - Type 9	56	EA	\$5,000.00	\$280,000
425-1-521	31	Inlets - DBI Type C	3	EA	\$4,000.00	\$12,000
425-2-71A	32	Inlets - J 7 Manhole	22	EA	\$5,000.00	\$110,000
425-3-61	33	Inlets - J 7 Conflict Manhole	6	EA	\$14,500.00	\$87,000
425-2-75B	34	Inlets - J 7 (Alt B) Manhole	2	EA	\$11,500.00	\$23,000
425-10A	35	Inlets - 12" Yard Drain	3	EA	\$2,500.00	\$7,500
1055-11-274	36	Inlets - Cleanout	3	EA	\$3,800.00	\$11,400
425-3-81A	37	Baffle Box with BAM NSBB+UFF 10-24.5/Tide Control	1	EA	\$315,000.00	\$315,000
425-3-81B	38	Baffle Box with BAM NSBB+UFF 6'-12"/Tide Control	5	EA	\$105,000.00	\$525,000
425-3-81C	39	Baffle Box with BAM NSBB+UFF 5'-10"/Tide Control	9	EA	\$90,000.00	\$810,000
430-175-112	40	12" HDPE	48	LF	\$72.00	\$3,456
430-175-118	41	Pipe Culvert (18 RCP)	235	LF	\$65.00	\$15,275
430-175-124	42	Pipe Culvert (24 RCP)	396	LF	\$89.00	\$35,244
430-175-130	43	Pipe Culvert (30 RCP)	351	LF	\$102.00	\$35,802
430-175-224	44	Pipe Culvert (19 x 30 Elliptical RCP)	3,195	LF	\$90.00	\$287,550
430-175-230	45	Pipe Culvert (24 x 38 Elliptical RCP)	605	LF	\$110.00	\$66,550
430-830A	46	12" HDPE Grout	5	CY	\$650.00	\$3,250
430-830B	47	12" x 18" RCP Grout	4	CY	\$650.00	\$2,600
430-830C	48	12" x 18" Remove	1,730, 115	LF	\$16.00	\$1,840
519-78	49	Bollards	66	EA	\$550.00	\$36,300
520	50	Curb	5,084	LF	\$21.50	\$109,306
522-1	51	Sidewalk Concrete, 4" Thick, hex block stamp	3,046	SY	\$45.00	\$137,070
522-2	52	Driveway Concrete, 6" Thick	376	SY	\$75.00	\$28,200
527-2	53	Detectable Warnings	560	SF	\$62.00	\$34,720
430-885-18	54	Manatee Protection Barriers 18" pipe	4	EA	\$4,500.00	\$18,000
430-885-24	55	Manatee Protection Barriers 24" pipe	15	EA	\$4,500.00	\$67,500
430-885-30	56	Manatee Protection Barriers 30" pipe	2	EA	\$4,500.00	\$9,000
SP-102	57	Restore Roadway Ends	5	EA	\$1,000.00	\$5,000
SP-40	58	Stormwater Pump Station	1	EA	\$550,000.00	\$550,000
SP-103	59	Seawall Repair	22	LS	\$7,500.00	\$165,000
		Sub-Total				\$4,282,563
Landscaping						
570-1-2	60	Performance Turf (Includes fertilizer and water) (Bahia or match existing)	2,500	SY	\$8.00	\$20,000
580-4-447	61	Washingtonia Palms	0	EA	removed from bid	
		Sub-Total				\$20,000
Wastewater						
SP-200	62	4" Force main Pipe Bursting and replacement carrier pipe	1,302	LF	\$70.00	\$91,140
1060-12-12	63	Adjust Manhole Tops (Wastewater)	12	EA	\$1,200.00	\$14,400
SP-104	64	Laterals with New Cleanout	29	EA	\$4,000.00	\$116,000
		Sub-Total				\$221,540

Bid Sheet (7-17-2017)
Pass-a-Grille Way Phase II (1st to 19th)

Item No.	Item No.	Description	Quantity	Unit	Unit Cost	Cost
Reclaimed						
		(Section Updated)				
RW-331101-304-04P18	64	4" PVC Pipe, C-900 DR 18	768	LF	\$56.00	\$43,008
RW-331101-304-06P18	65	6" PVC Pipe, C-900 DR 18	138	LF	\$114.00	\$15,732
RW-331101-304-08P18	66	8" PVC Pipe, C-900 DR 18	376	LF	\$116.00	\$43,616
RW-331101-304-10P18	67	10" PVC Pipe, C-900 DR 18	292	LF	\$100.00	\$29,200
RW-331101-304-12P18	68	12" PVC Pipe, C-900 DR 18	93	LF	\$146.00	\$13,578
RW-331101-304-16D	69	16" DI Pipe, CL 350	1,230	LF	\$105.00	\$129,150
RW-331101-305-90204	70	Remove Out of Service Pipe 2" or 4"	768	LF	\$12.00	\$9,216
RW-331101-305-90608	71	Remove Out of Service Pipe 6" or 8"	514	LF	\$12.00	\$6,168
RW-331101-305-91012	72	Remove Out of Service Pipe 10" or 12"	385	LF	\$12.00	\$4,620
RW-331101-305-91416	73	Remove Out of Service Pipe 14" or 16"	1,230	LF	\$12.00	\$14,760
RW-331101-308-04SC	74	4" Sleeved Connection	7	EA	\$2,000.00	\$14,000
RW-331101-308-06SC	75	6" Sleeved Connection	4	EA	\$2,000.00	\$8,000
RW-331101-308-08SC	76	8" Sleeved Connection	5	EA	\$2,000.00	\$10,000
RW-331101-308-10SC	77	10" Sleeved Connection	4	EA	\$2,000.00	\$8,000
RW-331101-308-12SC	78	12" Sleeved Connection	1	EA	\$2,000.00	\$2,000
RW-331101-308-16SC	79	16" Sleeved Connection	1	EA	\$2,500.00	\$2,500
RW-331101-308-924RD	80	Reverse Deadman for 2" or 4" Pipe	7	EA	\$1,500.00	\$10,500
RW-331101-308-968RD	81	Reverse Deadman for 6" or 8" Pipe	9	EA	\$1,700.00	\$15,300
RW-331101-308-1012RD	82	Reverse Deadman for 10" or 12" Pipe	5	EA	\$1,700.00	\$8,500
RW-331101-308-1416RD	83	Reverse Deadman for 14" or 16" Pipe	1	EA	\$2,500.00	\$2,500
RW-331101-308-C153	84	DI Fittings C 153 (Compact Body) For <16" Pipe	3	TN	\$8,500.00	\$25,500
RW-331101-308-C153	85	DI Fittings C 153 (Compact Body) for 16" Pipe	2	TN	\$8,000.00	\$16,000
RW-331101-309-04RW515	86	4" RWGV & Box C 515	6	EA	\$1,000.00	\$6,000
RW-331101-309-06RW515	87	6" RWGV & Box C 515	4	EA	\$1,200.00	\$4,800
RW-331101-309-08RW515	88	8" RWGV & Box C 515	2	EA	\$1,600.00	\$3,200
RW-331101-309-10RW515	89	10" RWGV & Box C 515	2	EA	\$3,000.00	\$6,000
RW-331101-309-12RW515	90	12" RWGV & Box C 515	2	EA	\$3,000.00	\$6,000
RW-331101-309-16RW	91	16" RWGV & Box C 515	3	EA	\$6,500.00	\$19,500
RW-331101-314-75SS	92	3/4" Service Connection	49	EA	\$1,750.00	\$85,750
RW-331101-501-0004	93	4" Diameter Pipe Offset Assembly	9	EA	\$8,000.00	\$72,000
RW-331101-501-0006	94	6" Diameter Pipe Offset Assembly	2	EA	\$8,000.00	\$16,000
RW-331101-501-0010	95	10" Diameter Pipe Offset Assembly	8	EA	\$9,500.00	\$76,000
RW-331101-650-0616	96	Well Point Dewatering-Initial - 6' - 16' Depth	1	LS	\$5,000.00	\$5,000
PW9999-1000	97	Contingency	1	LS	\$30,269.16	\$30,269
		Sub-Total				\$762,367
Potable Water						
		(Section Updated)				
PW-331101-105-9001	98	Out of Service Main Grouting	10	CY	\$850.00	\$8,500
PW-331101-105-90204	99	Disconnect and plug 2" or 4" W.M.	10	EA	\$450.00	\$4,500
PW-331101-105-90406	100	Disconnect and plug 6" or 8" W.M.	2	EA	\$750.00	\$1,500
PW-331101-105-91620	101	Disconnect and plug 16" or 20" W.M.	1	EA	\$1,400.00	\$1,400
PW-331101-304-02PE9	102	2" PVC Pipe, SDR 21	341	LF	\$34.00	\$11,594

Bid Sheet (7-17-2017)
Pass-a-Grille Way Phase II (1st to 19th)

Item No.	Item No.	Description	Quantity	Unit	Unit Cost	Cost
PW-331101-304-06P18	103	6" PVC Pipe, C-900 DR 18	1,948	LF	\$63.00	\$122,724
PW-331101-304-08P18	104	8" PVC Pipe, C-900 DR 18	1,084	LF	\$84.00	\$91,056
PW-331101-304-16D	105	16" DI Pipe, CL 350	1,144	LF	\$158.00	\$180,752
PW-331101-305-90612	106	Remove Out of Service Pipe 6" or 12"	3,068	LF	\$12.00	\$36,816
PW-331101-305-91416	107	Remove Out of Service Pipe 14" or 16"	1,144	LF	\$12.00	\$13,728
PW-331101-308-06SC	108	6" Sleeved Connection	9	EA	\$2,000.00	\$18,000
PW-331101-308-08SC	109	8" Sleeved Connection	2	EA	\$2,000.00	\$4,000
PW-331101-308-16SC	110	16" Sleeved Connection	1	EA	\$3,000.00	\$3,000
PW-331101-308-968RD	111	Reverse Deadman for 6" or 8" Pipe	13	EA	\$1,700.00	\$22,100
PW-331101-308-91416RD	112	Reverse Deadman for 14" or 16" Pipe	1	EA	\$2,500.00	\$2,500
PW-331101-308-C153	113	DI Fittings C 153 (Compact Body)	5	TN	\$8,000.00	\$40,000
PW-331101-309-02RW515	114	2" RWGV & Box C 515	8	EA	\$800.00	\$6,400
PW-331101-309-06RW515	115	6" RWGV & Box C 515	17	EA	\$1,200.00	\$20,400
PW-331101-309-08RW515	116	8" RWGV & Box C 515	6	EA	\$1,600.00	\$9,600
PW-331101-309-16RW	117	16" RWGV & Box C 515	5	EA	\$6,500.00	\$32,500
PW-331101-310-0002	118	Fire Hydrant w/Valve	16	EA	\$5,000.00	\$80,000
PW-331101-312-0602TV	119	6" x 2" Tapping Saddle, Sleeve, Valve & Box	2	EA	\$1,800.00	\$3,600
PW-331101-312-0606TV	120	6" x 6" Tapping Saddle, Sleeve, Valve & Box	1	EA	\$3,500.00	\$3,500
PW-331101-312-1606TV	121	16" x 6" Tapping Saddle, Sleeve, Valve & Box	1	EA	\$4,200.00	\$4,200
PW-331101-312-1608TV	122	16" x 8" Tapping Saddle, Sleeve, Valve & Box	1	EA	\$4,800.00	\$4,800
PW-331101-312-1616TV	123	16" x 16" Tapping Saddle, Sleeve, Valve & Box	1	EA	\$15,000.00	\$15,000
PW-331101-314-01SS	124	1" Service Connection (Short Side)	2	EA	\$2,000.00	\$4,000
PW-331101-314-02SS	125	2" Service Connection (Short Side)	3	EA	\$2,500.00	\$7,500
PW-331101-314-15LS	126	1 1/2" Service Connection (Long Side)	1	EA	\$2,500.00	\$2,500
PW-331101-314-15SS	127	1 1/2" Service Connection (Short Side)	1	EA	\$2,500.00	\$2,500
PW-331101-314-75LS	128	3/4" Service Connection (Long Side)	21	EA	\$1,750.00	\$36,750
PW-331101-314-75SS	129	3/4" Service Connection (Short Side)	37	EA	\$1,700.00	\$62,900
PW-331101-501-0002	130	2" Diameter Pipe Offset Assembly	2	EA	\$5,000.00	\$10,000
PW-331101-501-0006	131	6" Diameter Pipe Offset Assembly	10	EA	\$8,000.00	\$80,000
PW-331101-501-0008	132	8" Diameter Pipe Offset Assembly	1	EA	\$9,000.00	\$9,000
PW-331101-501-0016	133	16" Diameter Pipe Offset Assembly	2	EA	\$18,000.00	\$36,000
PW-331101-650-0616	134	Well Point Dewatering-Initial - 6' - 16' Depth	1	LS	\$5,000.00	\$5,000
PW9999-1000	135	Contingency	1	LS	\$277,598.20	\$277,598
		Sub-Total				\$1,275,918
Undergrounding						
630-2-11	136	Conduit, F&I, open trench	5,352	LF	\$60.00	\$321,120
630-2-11A	137	2" Conduit Duke Light Poles	3,460	LF	\$6.00	\$20,760
630-2-11B	138	4" Conduit Duke	9,436	LF	\$5.00	\$47,180
630-2-11C	139	6" Conduit Duke	3,550	LF	\$7.00	\$24,850
630-2-11D	140	4" Conduit Frontier	391	LF	\$4.00	\$1,564
630-2-11E	141	2" Conduit Charter	1,724	LF	\$3.00	\$5,172
630-2-11F	142	4" Conduit Charter	5,352	LF	\$5.00	\$26,760

Bid Sheet (7-17-2017)
Pass-a-Grille Way Phase II (1st to 19th)

Item No.	Item No.	Description	Quantity	Unit	Unit Cost	Cost
630-2-11G	143	2" Conduit City	3,638	LF	\$5.00	\$18,190
630-2-11H	144	2" Conduit City (under sidewalk between residence and grass)	568	LF	\$11.00	\$6,248
630-2-11I	145	4" Conduit City	3,638	LF	\$6.00	\$21,828
SP-119	146	Transformer Pad and Pull Box Installation	1	LS	\$95,000.00	\$95,000
SP-120	147	Conduit and Connect to Houses	29	EA	\$9,500.00	\$275,500
SP-121	148	Check to Frontier*	1	LS	City of Pay Directly	
SP-122	149	Check to Spectrum/Charter*	1	LS	City of Pay Directly	
		Check to Duke*	1	LS	City of Pay Directly	
		Sub-Total				\$864,172
		Grand Total				\$10,200,764.00

PAY ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	COST
110-7-1	MAILBOX (F & I) (SINGLE)	EA			
121-70	FLOWABLE FILL	CY			
125-1	EXCAVATION FOR STRUCTURES	CY			
286-1	TURNOUT CONSTRUCTION	SY			
286-2	TURNOUT CONSTRUCTION, ASPHALT	TN			
337-7-32	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C	TN			
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN			
400-2-1	CONCRETE CLASS II (CULVERT)	CY			
425-2-61	MANHOLES P-8, < 10'	EA			
522-4	BUS SHELTER PAD - CONCRETE	SY			
715-4600	LIGHT POLE COMPLETE, REMOVE	EA			
1050-11-222	UTILITY PIPE, F&I, PVC, WATER/ SEWER				
	4"	LF			
	8"	LF			
	16"	LF			
1050-11-314	UTILITY PIPE, F&I, HDPE, STORM				
	12"	LF			
	15"	LF			
1050-11-424	UTILITY PIPE, F&I, DI, RECLAIM WATER, 16"	EA			
1055-11-214	UTILITY FITTINGS, PVC, ELBOW				
	8"	EA			
	12"	EA			
	15"	EA			
	16"	EA			

PAY ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	COST
1055-11-224	UTILITY FITTINGS, PVC, TEE				
	8"	EA			
	12"	EA			
	15"	EA			
	16"	EA			
1055-11-244	UTILITY FITTINGS, PVC, UNION				
	8"	EA			
	12"	EA			
	15"	EA			
	16"	EA			
1055-11-274	UTILITY FITTINGS, PVC, CLEANOUT				
	8"	EA			
	12"	EA			
1055-11-274	UTILITY FITTINGS, HDPE, CLEANOUT 15"	EA			
	16"	EA			
1080-11-12	UTILITY FIXTURES, F&I, 1", BACKFLOW ASSEMBLY	EA			
1080-11-22	UTILITY FIXTURES, F&I, 4", BACKFLOW ASSEMBLY	EA			
1080-11-23	UTILITY FIXTURES, F&I, 4", TAPPING SADDLE	EA			
1080-11-24	UTILITY FIXTURES, F&I, 4", VALVE ASSEMBLY	EA			

PAY ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	COST
1080-11-43	UTILITY FIXTURES, F&I, 8", TAPPING SADDLE	EA			
1080-11-45	UTILITY FIXTURES, F&I, 8", BLOW OFF ASSEMBLY	EA			
1080-11-49	UTILITY FIXTURES, F&I, 8", MECHANICAL JOINT RESTRAINT.	EA			
1644-113-05	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, ONE PUMPER, 2"	EA			



THE SUNSET CAPITAL OF FLORIDA

Addendum 1 - PASS A GRILLE WAY **FROM 1ST AVE TO 19TH AVE (ISSUED 7-7-2017)**

1. New sewer laterals are included in the bid.
2. All sewer lining will be performed after the construction in this bid is complete.
3. Bold and gold nutrient removal media is being added to the baffle boxes. The size of the baffle boxes shown on the plans will be approximately 4-ft longer to accommodate this addition. Suntree has been notified of the change and should be able to supply bidding information on the enlarged baffle boxes.
4. Remove Item 60 'Washingtonia Palms' from the bid. The City will install them using a separate contract.
5. The contractor shall minimize the work zone to the extent practicable at the 16th Avenue outfall. This work includes baffle box and stormwater outfall pipe installation. Care should be taken to preserve the existing landscaping in the area. The stormwater pipe should be removed if by doing so does not impact the existing landscaping. If the existing landscaping would be impacted the pipe should be grouted.
6. The "days to final completion" of Page 5 are calendar days.
7. On Sheet 1.01 Paving and Drainage note 1 is changed to: 1. All pavement marking shall be as per FHWA Manual on Uniform Traffic Control Devices for Streets & Highways.
8. On Sheet 1.01 Paving and Drainage note 16 remove the following text "contractor shall conform to SFPC, 1982 edition, 18.106 to wit:"
9. On Sheet 1.01 Utility Note 7 is changed to "Add a 2" PVC sleeve, 8-ft long with caps under the sidewalk between each driveway to provide conduit access from the resident's house to the grassed area between the sidewalk and the roadway. A small permanent brass marked shall be placed in the sidewalk to identify the location of the conduit sleeve."
10. Sheet 7.02. The asphalt shall be 2-inches of SP 12.5 and 1" of SP 9.5. The friction course is removed. The entire asphalt depth of 3-inches.
11. The 5.XX series sheets which presents the water and reclaimed plan is being modified slightly. New 5.XX series sheets will be issue by July 14, 2017

Acknowledge receipt of addendum 1 by initialing and including this page with the bid submittal

Initial TF



THE SUNSET CAPITAL OF FLORIDA

Addendum 2 - PASS A GRILLE WAY **FROM 1ST AVE TO 19TH AVE (ISSUED 7-15-2017)**

1. Question: The asphalt bid item only covers Superpave Traffic C 3" SP 12.5, Where is the 1" SP 9.5 on sheet 7.01 to be paid, Where is the 1" Friction Course FC 9.5 on sheet 7.02 to be paid. The quantity does not correlate with base and milling and the pay items do not correlate with the typical sections 7.01 and 7.02.

Response: On the Bid sheet please change item 334-1 to be 2" instead of 3" of SP-12.5 and change quantity to 26,000 SY. Please add item 334-1-A Superpave Asphalt Concrete (Traffic C) (1") (SP 9.5) with a quantity 26,000 SY. The 1" of friction course was removed as part of Addendum 1. Therefore, no pay item for friction course is needed. Please note quantities are provided for informational purposes only and can be changed by the contractor if discrepancies are noticed.

2. Please sign the bid on the bottom of Page 6
3. The 5.XX series sheets which presents the water and reclaimed plan is being modified slightly. New 5.XX series sheets are in dropbox with a file name PAGW WM and RW Updated 201707014.pdf. The changed items in profile are clouded. Text changes are not clouded. Please change quantity as needed on the bid form.

Acknowledge receipt of addendum 2 by initialing and including this page with the bid submittal

Initial TF



THE SUNSET CAPITAL OF FLORIDA

Addendum 3 - PASS A GRILLE WAY
FROM 1ST AVE TO 19TH AVE (ISSUED 7-17-2017)

1. Bid Due date has CHANGED. The new Bid Due Date is **August 3, 2017 at 2 PM.**
2. The new bid sheet in excel format and pdf format has been added to dropbox. The file names are PAGW Bid Sheet in Excel Updated 2017-7-17.pdf or exl. The water and reclaimed portion has been updated.
3. New water and reclaimed sheets have been uploaded to dropbox. The file names are 8.14 Detail Modification 2017-7-17.pdf and Water Main Updated Plans 2017-7-17.pdf.

Acknowledge receipt of addendum 3 by initialing and including this page with the bid submittal

Initial TF



THE SUNSET CAPITAL OF FLORIDA

Addendum 4 - PASS A GRILLE WAY **FROM 1ST AVE TO 19TH AVE (ISSUED 7-24-2017)**

1. Please clarify number of baffle boxes.

There are a total of 15 baffle boxes. Below a list of the box numbers and corresponding NSBB size. Any updated excel bid sheet with the three types of baffle boxes has been added to drop box. The file name is PAGW Bid Sheet in Excel Updated 2017-7-24.

B-3	NSBB+UFF 10-24.5
B-4	NSBB+UFF 6-12
B-5	NSBB+UFF 6-12
B-6	NSBB+UFF 5-10.5
B-7	NSBB+UFF 5-10.5
B-8	NSBB+UFF 6-12
B-9	NSBB+UFF 5-10.5
B-11	NSBB+UFF 5-10.5
B-12	NSBB+UFF 5-10.5
B-13	NSBB+UFF 5-10.5
B-14	NSBB+UFF 5-10.5
B-15	NSBB+UFF 6-12
B-16	NSBB+UFF 5-10.5
B-17	NSBB+UFF 5-10.5
B-18	NSBB+UFF 6-12

2. Please clarify pipe bursting item 1050-31-204.

The item number has been changed to SP-200 as 1050-31-204 does not fully cover what is desired of this line item. The goal is to replace the existing 4-inch force main with a new 4-inch force main. The end result of this pay item should be a new fully working 4-inch force main. The replacement should be conducted before the asphalt is replaced.

Acknowledge receipt of addendum 4 by initialing and including this page with the bid submittal

Initial TF



THE SUNSET CAPITAL OF FLORIDA

Addendum 5 - PASS A GRILLE WAY **FROM 1ST AVE TO 19TH AVE (ISSUED 7-25-2017)**

1. There are multiple bid items on the provided bid sheet (excel) that are not whole numbers, including the contingency pay items. Should we change it to the whole number, or include our unit price and extend based on the provided quantity?

Please increase to the next highest whole number. Any updated excel sheet is in drop box

2. Is this a Unit Price or Lump sum Contract (SP-02)?

This is a lump sum contract supported by unit prices.

3. When will current contract (Pass-A-Grille Way Reconstruction from 19th Ave to Cabrillo Ave) be completed? When will the laydown yard (between 16th and 15th Ave) be available? Or, Will the City provide another laydown area?

The current construction project is projected to be complete in November 2017. A second laydown yard is not anticipated.

4. Will the city remove/replace existing benches where new storm drainage crosses under?

The contractor will remove and replace any items, included benches, which are disturbed during construction.

5. Is there a typical section for pavement repair when installing drainage/utilities under the existing roadway that is not shown to be reconstructed?

Please see detail 1291 on sheet 8.03.

6. Per spec 1715-Conduit part 3 para 3.1.A.2, encase conduit in concrete. Can you clarify which, if any, of the conduits we are to install for Duke, Charter, Frontier, or City apply to para "b" of this scope?

Concrete encasing conduits is not anticipated.

7. Can we use PVC conduit, or rigid steel conduit is required on this project?

PVC schedule 40 acceptable.

8. Please provide Charter and Frontier typical details sheet for their respective work scope.

Please see the 10 series sheets and the special provisions. The contractor will install all conduits and sweeps to Frontier, Charter and/or Duke equipment. The contractor shall connect all services to the structures. The wiring and pedestals will be provided by the utility company. A sub-contractor familiar and/or approved by the utility companies is recommended, but not required.

9. Per SP-24, we are to assume 3 EA bollards at each transformer or switch gear location. Duke Energy typical details on sheet 10.07 shows 7 EA bollards at each location. Please clarify.

Please assume 3 bollards at each transformer

Acknowledge receipt of addendum 5 by initialing and including this page with the bid submittal

Initial TF



THE SUNSET CAPITAL OF FLORIDA

Addendum 6 - PASS A GRILLE WAY
FROM 1ST AVE TO 19TH AVE (ISSUED 7-26-2017)

1. Shop drawing information from the current Phase 1 project can be found in drop box in the following directory

SPB PAGW Ph 2 2017-6-23 for bidding

Acknowledge receipt of addendum 6 by initialing and including this page with the bid submittal

Initial TF

Pass-A-Grille Way from 1st Ave to 19th Ave **Bid Tabulation Sheet**

Pass-A-Grille Way from 1st Ave to 19th Ave	
Alphabetical Bid Tabulation	
Bidder	Lump Sum Bid
Ajax Paving Industries of Florida, LLC.	\$15,915,340.08
David Nelson Construction Co.	\$11,724,760.31
Gibbs & Register, Inc.	\$10,200,764.00

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

Issue Considered: Request approval of an Interlocal Agreement with Pinellas County for the relocation of County owned and operated Utilities and Reclaimed Water Lines in conjunction with the Pass-A-Grille Way Road Construction from 19th Ave to 1st Ave.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Pinellas County owns and operates potable water mains, service connections, fire hydrants and operates and maintains reclaimed water mains that will require relocation for the Pass-A-Grille Way Road Construction from 19th Ave to 1st Ave. The County is required to relocate its utilities and agrees to reimburse St. Pete Beach for the total cost.

Funding: CIP Pass-A-Grille Way Road Construction from 19th Ave to 1st Ave

Requested Motion: “I move to approve an Interlocal Agreement with Pinellas County for the relocation of County owned and operated Utilities and Reclaimed Water Lines in conjunction with the Pass-A-Grille Way Road Construction from 19th Ave to 1st Ave.”

Attachments: Interlocal Agreement

Reviewed by WS
City Manager: -----

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED PHASE 2 OF THE ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM 19TH AVENUE TO 1ST AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct Phase 2 of the roadway, sidewalk and drainage system improvements along Pass-A-Grille Way; and

WHEREAS, the COUNTY owns and operates potable water mains, service connections, fire hydrants and operates and maintains reclaimed water mains referred to herein as "UTILITIES" that will require relocation along Pass-A-Grille Way from 19th Avenue to 1st Avenue as described in Exhibit A, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT and agrees to reimburse the CITY for the total cost to relocate its UTILITIES; and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water mains, reclaimed water mains, fire hydrants, appurtenances and service connections found to be in conflict with the proposed roadway, sidewalk and drainage system improvements, pursuant to the construction drawings, along Pass-A-Grille Way from 19th Avenue to 1st Avenue.

SECTION 3

SERVICES TO BE PROVIDED BY THE CITY

The CITY's Engineer shall design roadway, sidewalk and drainage improvements as part of its Pass-A-Grille Way roadway, sidewalk and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction drawings and specifications by all PARTIES, the CITY shall hire a private contractor to construct the PROJECT.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction drawings and specifications.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

The CITY shall require that the private contractor add the COUNTY as additional insured to its Commercial General Liability policy.

The indemnification wording in the CITY'S contract with the private contractor shall also include the COUNTY as an indemnified party.

SECTION 4

SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will produce utilities relocation documents to address the conflicts with the proposed roadway, sidewalk and drainage system improvements. These documents consist of construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S UTILITIES and operation within the PROJECT.

When construction of the work is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water main system and shall continue to maintain and operate the reclaimed water mains.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction, relocation of the potable water mains, service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements along Pass-A-Grille Way from 19th Avenue to 1st Avenue, which shall not exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000.00).

The COUNTY will pay 43% of cost for the reclaimed water transmission main relocations and appurtenances related to the 16" reclaimed water transmission main relocation along Pass-A-Grille Way which shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed One Hundred, Ninety Thousand Dollars (\$190,000.00) that will cover for mobilization, maintenance of traffic and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The City will invoice the COUNTY for the costs of the relocation of COUNTY utilities, and the COUNTY'S share of reclaimed water mains, not to exceed Two Million, Ninety Thousand Dollars (\$2,090,000.00) upon approval of the COUNTY Project Manager, except that this cost may exceed \$2,090,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 7 TERM OF AGREEMENT

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

SECTION 8 TERMINATION

Upon written notice, this Agreement may be terminated by either of the PARTIES in the event of a material breach of the other party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. (A material breach is a failure to do something that is so fundamental to this Agreement that the failure to perform that obligation defeats the essential purpose of this Agreement or makes it impossible for the other party to perform under this Agreement.) This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 9 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Guillermo Q. Bay, E.I.
Office of Engineering & Technical Support
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Mike Clarke
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Engineer of Record for the CITY: Jeff Earhart, P.E.
CPWG, Inc.
2215 Wembley Place
Oviedo, FL 32765

SECTION 10 PRIOR AGREEMENTS

Nothing in this Agreement is intended to modify the Reclaimed Water Service agreement between the COUNTY and the CITY and the CITY of SOUTH PASADENA executed September 24, 1991, the maintenance and customer services agreement between the COUNTY and the CITY executed November 24, 1992 and the renewal Agreement for Maintenance and Customer Services between the COUNTY and the CITY executed November 4, 1997. Including the utility relocates agreement approved May 19, 2015 and amendment No. 1 approved January 10, 2017.

SECTION 11
ENTIRE AGREEMENT

This document embodies the whole Agreement of the PARTIES. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations, whether written or verbal between the PARTIES with respect to the subject matter herein. This Agreement may be modified only in writing executed by all PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: _____
Alan Johnson, City Mayor

By: _____
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

By: _____
Rebecca Haynes, CMC - City Clerk

By: _____
Deputy Clerk
(Seal)

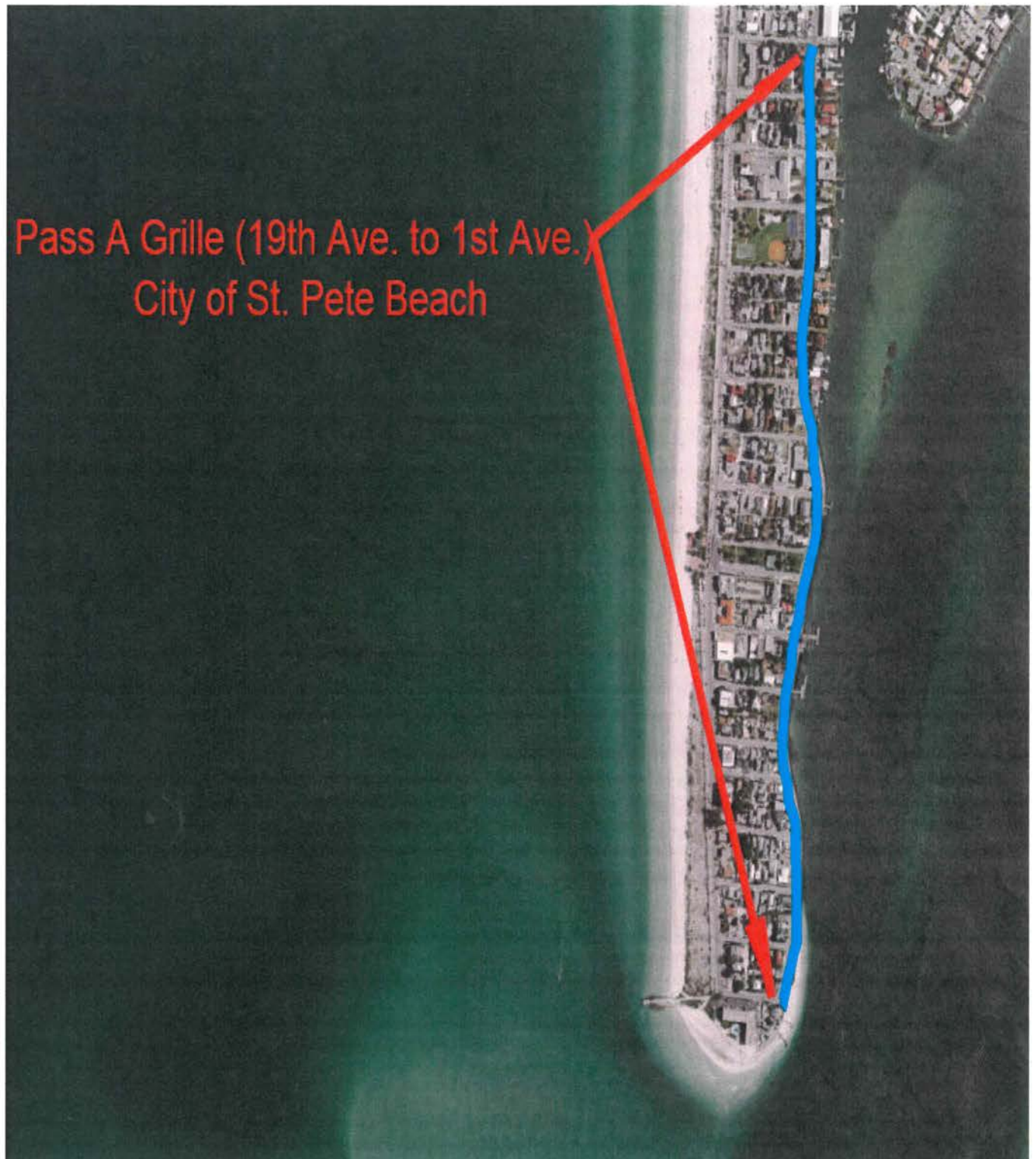
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew W. J. Dickman, City Attorney

By: _____
Office of the County Attorney

EXHIBIT A – PASS A GRILLE WAY UTILITY RELOCATION



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

Issue Considered: Approve the proposal from Crib Philbeck Weaver Group in the amount of \$538,900.00 to perform the engineering design to place underground the overhead electrical and related utilities along sections of Gulf Blvd.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Cribb Philbeck Weaver Group has a contract with Indian Rocks Beach to perform engineering design services to underground the electrical system. We are able to piggyback off of that contract at the negotiated item costs. Recognizing that the City does not have sufficient funding to perform all the work to underground electrical and associated utilities the Commission previously set priorities of effort. Those priorities are reflected in the Proposal.

Requested Motion: “I move to approve the proposal from Crib Philbeck Weaver Group in the amount of \$538,900.00 to perform the engineering design to place underground the overhead electrical and related utilities along sections of Gulf Blvd.”

Attachment: Proposal from Cribb Philbeck Weaver Group

**Reviewed by the
City Manager:**

WS



August 30, 2017

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

**Re: Engineering of Construction Documentation for
Gulf Boulevard Undergrounding of Existing Overhead Utilities
Work Order #2**

CPWG is pleased to present this proposal to provide engineering for the undergrounding of existing overhead utilities (the electrical and telecommunications infrastructure wiring along Gulf Boulevard) of sections of Gulf Boulevard from 35th Avenue to 75th Avenue, including the removal of existing systems, replacement of existing street lighting, and providing electrical enhancement of medians. See detailed description attached.

Project Description

Based on previous Feasibility Study, the City of St. Pete Beach has requested engineering services to permit and construct the undergrounding of existing overhead utilities within the City of St. Pete Beach. This shall include existing systems evaluations, coordination with utility service providers: Duke Energy (electric), Spectrum (cable), and Frontier (telephone).

Base Scope of Services

CPWG will perform all utility coordination, and engineer the conduit and cabling infrastructure and provide Permit Documents for FDOT permitting to enable construction services to proceed with installation of pathways for replacement cabling systems, and subsequent removal of existing overhead utility poles and wiring. CPWG shall coordinate revised street lighting meeting FDOT requirements, as well as provide revised electrical services to medians for updated electrical service points for City use. Further detail of scope is provided on attached spreadsheet.

Compensation Summary and Terms

This contract is a Lump Sum contract.

The “Not to Exceed” fee for this work order is presented in this proposal is Five Hundred Thirty Eight Thousand Nine Hundred dollars (\$538,900.00).

AT THE READY

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

Athletic Complexes

Commercial
Development

Construction
Management

Environmental
Services and Water
Resources

Landscape
Architecture

Land Development

Municipal

Parks and Recreation

Pavement
Management

Planning

Roadway design

Stormwater

Transportation

Utilities



If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Very truly yours,

David Greene
Project Manager

Gulf Boulevard Section	Overhead Utility Infrastructure
Relocate overhead Utilities to Underground on Gulf Blvd, from 75 th Ave to 64 th Ave	Energy Distribution on E and W, Street Lights, Communication Distribution, Construction, Restoration, Engineering – Underground of East and West Energy, Cable and Telephone Cabling, and service drops
Relocate overhead Utilities to Underground on Gulf Blvd, from 44 th Ave to 37 th Ave	Energy Transmission and Distribution on E and W, Street Lights, Communication Distribution, Construction, Restoration – Engineering – Underground of East and West Energy, Cable and Telephone Cabling, and service drops
Relocate overhead Utilities to Underground on Gulf Blvd, from 37 th Ave to 35 th Ave	Energy, Street Lights, Communication Distribution, Construction, Restoration, Engineering – Underground of East and West Energy, Cable and Telephone Cabling, and service drops
Remove all Street Crossings, placing underground, Not included areas of Gulf Blvd undergrounding	Energy services, Communications, Construction, Restoration, Engineering – Underground of East and West Energy, Cable and Telephone Cabling crossings of Gulf Blvd
Enhanced Street Lighting Revised Lighting and fixtures quantities (using DE model and spacing) to provide Stand-alone uniform street lighting the length of project.	CIAC coordination, Construction, Restoration, Engineering – Provide new electrical service to new street lighting independent of existing and to be removed utility poles
Extend Metered Electrical service to Medians - used for Power/Lighting This requires additional utility and construction costs (non-duplicated effort on overall project)	Energy, Street Lights, Construction, Restoration, Engineering – Provide new metered electrical service to medians
This work outlined above would total	Energy, Communications, Construction, Restoration, Engineering –

Table 1. Estimated Cost Breakdown by Task and Personnel

**Project Name: Gulf Boulevard Utility Undergrounding Phase 1 - 75th Ave to 64th Ave,
and 44th Ave to 35 Ave, City of St. Pete Beach**

		\$ 175.00	\$ 150.00	\$ 135.00	\$ 95.00	\$ 50.00		
Task	Description	Principle	Project Manager	Project Engineer	Design Tech/CADD Tech	Clerical Support	Total Cost	Task Totals
Task 1	Design Layout of Equipment on properties to Obtain Easements							
	Public Meeting	4	24	24			\$ 7,540.00	
	Design/Coord/Layout for Easements	2	60	80	50		\$ 24,900.00	
	Field Meetings w/ Public		80				\$ 12,000.00	\$ 44,440.00
Task 2	Coordination with Utility Companies							
	Cost Estimates	2	24	88			\$ 15,830.00	
	Easement Req's / Legal Descriptions		40	80			\$ 16,800.00	
	Street Lighting		16	80	80		\$ 20,800.00	
	Connection to Houses/Buildings	1	60	80	40		\$ 23,775.00	\$ 77,205.00
Task 3	Field Location and Equipment Layout							
	Coordination and Locations		16	280	80		\$ 47,800.00	\$ 47,800.00
Task 4	Undergrounding Design Coordination and Plans Creation for Duke / Frontier / Spectrum							
	Gulf Blvd Design Plans		80	520	600		\$ 139,200.00	
	FDOT ROW Use Permits (3 - OSP)	4	40	320	120		\$ 61,300.00	
	MOT	1	2	16	16		\$ 4,155.00	\$ 204,655.00
Task 5	Coordination with FDOT and St. Pete Beach						\$ -	\$ -
	Coordination & Meetings	12	60	32			\$ 15,420.00	\$ 15,420.00
Task 6	Field Review to connect phone and cable at homes/buildings						\$ -	\$ -
	Field Review			120	44		\$ 20,380.00	\$ 20,380.00
Task 7	Utility Undergrounding Construction Admin						\$ -	\$ -
	9 Months/40 Weeks of Constr Admin	20		600			\$ 84,500.00	\$ 84,500.00
Sub Total		46	502	2320	1030	0	\$ 494,400.00	\$ 494,400.00
	SUE - Subconsultant						\$20,000.00	\$ 20,000.00
	Legal Descript by Duke - Coord Only						\$0.00	\$ -
	Reimbursables						\$4,500.00	\$ 4,500.00
	Survey						\$20,000.00	\$ 20,000.00
	Duke Binding Estimate (place holder - not included in CPWG budget)					\$50,000.00		
	Bright House Binding Estimate (place holder - not included in CPWG budget)					\$10,000.00		
	Verizon Binding Estimate (place holder - not included in CPWG budget)					\$10,000.00		
Sub Total							\$44,500.00	\$ 44,500.00
TOTAL							\$ 538,900.00	\$ 538,900.00

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

Issue Considered: Request approval of the proposal in the amount of \$64,670.00 from George F. Young Inc., to perform design for repairs and to secure permits for the repairs for multiple City owned seawalls under the Continuing Engineering Services Contract.

Date: September 26, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Public Works has inspected all City owned seawalls and rank ordered them in priority order starting with the most in need of repair to the newest. This task order with GFY will provide the design and secure permits for the seawalls most in need of repair. Construction of the repairs will be done as a separate a follow on construction project.

Funding: Public Works – Administrative Planning/Engineering

Requested Motion: “I move to approve the proposal in the amount of \$64,670.00 from George F. Young Inc., to perform design for repairs and to secure permits for the repairs for multiple City owned seawalls under the Continuing Engineering Services Contract.”

Attachments: Proposal from George F. Young Inc.

**Reviewed by
City Manager:** _____ WS _____

6 September 2017

Brett Warner P.E.
City Engineer
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Re: Proposal for Consulting Services for Miscellaneous Seawall Projects

Dear Brett,

Thank you for meeting recently on Monday, August 21st to discuss the scope of work for multiple minor seawall repair projects. The attached scope should address the important points brought up in our discussion and field review of each location. Please find attached a detailed description of the professional services we are proposing.

Please find Exhibit A attached as a detailed description of the professional services we are proposing.

Let us know if there are any comments or concerns following your review. If acceptable, please issue a task order under our continuing services contract as your acceptance and our authorization to proceed.

If you have any questions, feel free to contact me at 727-822-4317 or 727-643-1838.

Sincerely,

G. Jeffery Churchill
Principal Ecologist

Attachments: Exhibit A

GJC:bms



George F. Young, Inc.

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT & SCOPE OF SERVICES

Vina del Mar Bridge east side	Seawall repair or replace within ROW
15th Avenue	Seawall repair or replace within ROW
28 th Avenue	Seawall repair or replace within ROW
3601 W. Maritana	Seawall repair or replace within ROW
	Seawall already replaced in most of ROW
Alhambra Street	Seawall and storm wall repair or replace w/in ROW
Alfonso Street	Seawall and storm wall repair or replace w/in ROW
41 st Avenue S. of Holland	Repair/replace seawall at stormwater outfall
	City owns no waterfront land, but has easement
51 st Avenue	Repair/replace seawall at stormwater outfall
	City owns no waterfront land, but has easement
52 nd Avenue	Repair/replace seawall at stormwater outfall
	City owns no waterfront land, but has easement
78 th Avenue NE end	Seawall repair or replace within ROW
80 th Avenue NE end	Seawall repair or replace within ROW
83 rd Avenue NE end	Seawall repair or replace within ROW

PROJECT UNDERSTANDING

It is our understanding that the City desires to repair/replace or construct seawalls at twelve locations within the City over the next couple of years. Nine of the locations are along City right of ways where the street dead ends at the waters edge. Two of these have structures on top of the wall that regulate stormwater discharges/ tidal flooding (Alhambra and Alfonso). Three of the locations are not on road right of ways, but are located on drainage easements where a pipe discharges through the seawall (41st Avenue south of Holland, 51st Avenue, and 52nd Avenue). All of the proposed shoreline stabilization activities are maintenance of the existing shoreline stabilization. GFY can assist the City by providing design and permitting services for these projects.

Generally, permitting activities along the shoreline of the bay involves Federal, State, and local regulatory approval. However, the type of activities proposed here can have minimal environmental impact. Federal regulation through the Army Corps of Engineers (ACOE), and State regulation through the Florida Department of Environmental Protection (FDEP) respectively have developed General permits and exemptions from permitting for these types of activities. The General permits and



exemptions have limiting conditions that are similar, and allow for project approval much more quickly than standard permit requirements. It would be our intention to design each of the shoreline stabilization projects in compliance with the General permits and exemptions to avoid time consuming standard permitting with extended environmental review. Repair and/or replacement of existing seawalls are exempt from County regulation.

The project scope of services will include baseline data collection, shoreline stabilization design, preparation of construction drawings, and the preparation of permit application packages. Packages will be submitted to obtain General permits (ACOE), exemptions (FDEP), and County permits as necessary. We have included the involvement of Rube Clarson, PE, a marine structural engineer, as our consultant on the project. The fees for the structural subconsultant are inclusive in our proposal.

Based on the desire to stay below the thresholds for General permits (ACOE) and exemptions (FDEP) we may need to submit separate applications for each of the twelve projects. However we expect to discuss alternate approaches to simplify the process with the various agencies during preapplication meetings with each of the agencies.

Based on the understanding of the project, the following scope of services will be provided:

Task I – Baseline Data Collection

This task includes the collection of topographic survey data at each of the twelve project sites including the front side of the existing seawall, top of existing seawall and the edge of the adjacent seawalls on either side. Existing improvements between the seawall and twenty feet landward of the seawall will be mapped along with any trees over 4 inches DBH.

A marine structural engineer will inspect each of the sites to determine the condition of the existing shoreline stabilization structures and recommend repairs or replacement as dictated by the existing conditions. Biological data will be obtained at each of the sites. This information will be utilized to develop project narratives for inclusion with any permit submittals.

Information about any existing buried utilities in the project areas will be obtained from the City and the potential effected utilities.

Lump Sum Fee \$ 31,150.00 expenses included



Task III – Preapplication Preparations

This task includes a preapplication meeting with the FDEP and PCWNA; and a preapplication phone conference with the ACOE. The preapplication meetings will be utilized to determine the minimum information necessary for inclusion with the permit package, and to determine the most efficient way to process requests for authorization for each of the projects. This task will also include the preparation of the permit applications for signature by the City and the preparation of a narrative for inclusion with the permit packages.

Lump Sum Fee \$ 7,480.00 expenses included

Task IV – Design and Permit Exhibit Preparation

The design will be prepared as both construction plans and permit exhibits suitable for the inclusion in permit packages for submittal to the City, PCWNA, FDEP, and ACOE for each of the twelve projects. Specific plans for each of the projects are expected to include plan view, cap details, tie back details, and details of wall penetrations (stormwater outfalls) as necessary. Vicinity maps will be included with each submittal package.

Lump Sum Fee \$ 18,840.00 expenses included

Task V – Permit/Exemption Assistance

This task includes working with you to submit and process your permits toward approval through the Pinellas County Water and Navigation Authority, Florida Department of Environmental Protection, and the Army Corps of Engineers. This task may include responding to agency requests for additional information, conducting agency field reviews, meeting with agency staff or yourself, and negotiating permit conditions.

Probable estimated fee \$ 7,200.00 to be billed hourly plus expenses

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

Issue Considered: Authorization of Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2017 through September 30, 2018 in the amount of \$2,303,887.78.

Date: September 26, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to accept the Pinellas County Sheriff's Office proposal for fiscal year (FY) 2018 law enforcement services. The FY 2018 proposal represents a 5.77% increase over FY 2017, due to the addition of one full-time community policing deputy for beach and neighborhood patrol. The proposal is consistent with the FY 2018 budget and staff recommends approval.

Funding: The FY 2018 budget includes \$2,303,888 for this request.

Requested Motion: "I move to approve the interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2017 through September 30, 2018 in the amount of \$2,303,887.78."

Attachment: Interlocal Agreement

Reviewed by the City Manager: WS

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, the PARTIES enter into this AGREEMENT pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida, and wishes to provide municipal law enforcement services for that area of land within its municipal boundaries; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be transferred to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. **PURPOSE:** The purpose of this Agreement is to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office. The parties agree that the CITY'S determination to provide law enforcement services by transfer of its law enforcement function to the SHERIFF is an exercise of the legislative planning function of the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of the Agreement.

3. **POWER OF THE CITY TO DIRECT SERVICES:** The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement problems within the CITY and shall accept from the City Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the City Manager, Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. **NO PLEDGE OF AD VALOREM TAXES:** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF does not have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement, and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

5. INDEPENDENT CONTRACTOR: The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor, provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn deputies.

6. SOVEREIGN IMMUNITY: The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

7. INDEMNIFICATION OF THE CITY: The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

8. TRANSITION/LIABILITY: The CITY is responsible for all liability, including but not limited to liability in both tort and workers' compensation, which arose out of acts or omissions of its employees which occurred prior to the January 6, 2013, transfer of the law enforcement function to the SHERIFF effective at 7:00 a.m. This includes pending lawsuits, administrative proceedings, and claims, as well as those filed after the transfer of the law enforcement function to the SHERIFF, provided that such lawsuits, claims, or administrative proceedings arose out of such acts or omissions which occurred prior to such transfer of the law enforcement function to the SHERIFF.

9. SERVICE LEVEL: The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing personnel as more particularly described in Attachment 1, attached hereto and incorporated herein by reference. The services to be provided by the Sheriff under the terms of this Agreement include but are not limited to routine patrol, marine patrol on the intracoastal and beach waterways, and periodic beach patrol. This service also includes two (2) deputy positions titled as Community Policing Deputy to provide community-oriented policing, with one of these deputies focusing in particular upon beach and neighborhood patrol. The above said services will be provided as directed by the Patrol Bureau Commander or his designee in conjunction and after consultation with the City Manager. Additional deputies can be added at any time by mutual agreement, and the City may

choose to utilize secondary employment deputies to supplement the personnel provided in Attachment 1 as special circumstances or situations might temporarily warrant. Said use of secondary employment deputies shall be in accordance with Sheriff's Office policy and procedures, with the charges per hour provided in Attachment 2.

In addition to the law enforcement services detailed above, the SHERIFF also agrees to provide two school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school served.

10. PROVISION OF SERVICE: The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, as determined by the SHERIFF.

11. OFFICE SPACE: The CITY, at no cost to the SHERIFF, will provide the SHERIFF office space in the CITY, the location and size of which is to be mutually agreed upon, for the purpose of allowing deputy sheriffs, particularly the detective assigned to the CITY, to carry out his or her law enforcement responsibilities, including meeting with citizens.

12. PERSONNEL: The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all of his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

13. PERSONNEL TRANSITION: Pursuant to Section 121.081(1), Florida Statutes, each former CITY employee who became employed by the SHERIFF pursuant to the Agreement dated November 13, 2012, had the choice to remain in the appropriate CITY-sponsored retirement plan or become a member of the Florida Retirement System (FRS). All former CITY employees electing to participate in FRS are bound to all statutory and administrative procedures regulating FRS. All former CITY employees electing to remain with the CITY pension plan are subject to the terms of the CITY plan, except that all employer pension contributions shall be made by the SHERIFF on behalf of the employee, not to exceed the total employer contribution as required by FRS. In the event the required employer contribution to the CITY pension plan exceeds the FRS employer contribution, the CITY is responsible for the additional contribution.

14. ENFORCEMENT OF LAWS: The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the

CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. **FINES AND FORFEITURES:** All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

16. **RECORDS:** The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain an electronic dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

17. **LIAISON:** A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The City Manager, Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or other information to the City Manager and City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

18. **CONTRACT COSTS:** The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of TWO MILLION THREE HUNDRED THREE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND SEVENTY-EIGHT CENTS (\$2,303,887.78). Payment shall be made in twelve monthly installments of ONE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND NO CENTS (\$191,990.00). Payment shall be made on the first day of each month beginning on October 1, 2017, and each month thereafter. (See Attachment 1, Contract Worksheet.)

19. NOTICE: Notice as required to be given hereunder shall be given to the following persons:

- A. Sheriff, Pinellas County, Florida: Bob Gualtieri, P.O. Drawer 2500, Largo, FL 33779-2500.
- B. City of St. Pete Beach: City Manager, 155 Corey Avenue, St. Pete Beach, FL 33706.

20. TERM. This Agreement shall take effect October 1, 2017, and continue in effect thereafter through September 30, 2018, unless hereafter extended upon such terms and conditions as the parties hereto may later agree in writing.

21. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice to the other party given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2018, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2018, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

22. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

23. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting, and which consent may be withheld within the sole discretion of the CITY.

24. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2017.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

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

Issue Considered: Request approval of the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2017 through September 30, 2018, in the amount of \$572,594.

Date: September 26, 2017

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Vincent Tenaglia, Administrative Services Director

Summary of Issue: This is an annual request for authorization to enter into an agreement with Public Risk Management of Florida for renewal of the City insurance policies and preferred membership in the Public Risk Management of Florida insurance pool. The total proposed fiscal year 2018 insurance premiums are \$572,594.00 for the below listed lines of coverage.

Primary Lines of Coverage:

Property and Crime-	\$156,917	(-3.5%) decrease
Liability -	\$169,381	(+2.1%) increase
Workers Compensation -	\$250,586	(+4.5%) increase
Boiler and Machinery -	\$2,411	(+1.1%) increase
PRM Preferred Credit -	<u>(-\$11,359)</u>	

Primary Coverage Total - \$567,936 (+3.5%) increase

Optional/Ancillary Lines of Coverage:

Cyber Liability		included
Inverse Condemnation & Bert Harris Act-		included
Non-Monetary Damage-		included
Terrorism & Sabotage -		included
Pollution Liability -	<u>\$4,657</u>	(+1.5%) increase

Optional/Ancillary Total - \$4,657 (+1.5%) increase

Grand Total **\$572,594 (+3.5%) increase**

The City has been a preferred member of the Public Risk Management of Florida insurance pool of over 50 governmental entities for over 15 years.

Requested Motion: "I move to approve the Public Risk Management of Florida renewal proposal for City insurance policies, effective October 1, 2017 through September 30, 2018, in the amount of \$572,594."

Attachments: Public Risk Management of Florida binding authority

**Reviewed by
City Manager:** WS



Proposal Pricing & Binding Authority

After careful consideration of the referenced proposal, we accept your insurance program as indicated with an "X" below:

	2016/2017	2017/2018	% Change
☐ PRM PROPERTY AND CRIME	\$162,609	\$156,917	-3.5%
☐ PRM GL/AL/E&O/LEL	\$165,897	\$169,381	2.1%
☐ PRM WORKERS' COMPENSATION	\$239,789	\$250,586	4.5%
☐ PRM BOILER & MACHINERY	\$2,385	\$2,411	1.1%
Preferred Member Participation Credit	-\$21,949	-\$11,359	
GRAND TOTAL	\$548,731	\$567,937	3.5%
OPTIONAL/ANCILLARY COVERAGES:			
☐ Cyber Liability	Included	Included	
☐ Pollution Liability	\$4,588	\$4,657	

PUBLIC RISK MANAGEMENT OF FLORIDA IS MOVING TO ELECTRONIC FUNDS TRANSFER (ACH PAYMENTS) FOR THE PROPERTY & CAUSALTY POOL EFFECTIVE WITH THE OCTOBER 1, 2017 PAYMENTS. PLEASE CONTACT LINDA BROWN IN THE PRM OFFICE AT 239-599-4825 FOR BANKING INFORMATION & ANY QUESTIONS YOU MAY HAVE.

PAYMENT PLAN: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at inception and is equal to 60% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim, or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Member Signature

Date

Print Member Name

**SIGNED BINDING AUTHORITY TO BE RETURNED BY
 SEPTEMBER 15th, 2017 TO WRM.**

St. Pete Beach City Commission Agenda Report

Issue Considered: Approval of Ordinance 2017-16, amending the Firefighters' Retirement System

Date: September 26, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: Ordinance 2017-16 incorporates changes in accordance with the Internal Revenue Code; and changes agreed to during negotiation with the International Association of Firefighters', Local 4966 to meet State Statute Chapter 175 minimums and provide enhanced benefits to the Firefighters' Retirement System.

The attached Memorandum of Understanding outlines the specific changes from negotiations. The following is a summary of some of the changes:

- Normal Retirement eligibility age will change from age 60 with 10 years of credited service or 30 years of credited service regardless of age to age 55 with 10 years of credited service, or age 52 with 25 years of credited service, or 30 years of credited service regardless of age
- Retirement benefit amount will change from 1.25% to 3.4% per year of credited service retroactive to 1-1-2013. **City funds 2.25% @ a 4.0% employee contributions; employees will fund additional multiplier up to 3.4%**
- Compensation for credited service will change from reportable salary on the W2 form; to be calculated on total W-2 earnings plus up to 300 hours overtime with fixed monthly remuneration continuing during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed (**employee funded**)
- Currently there is no early retirement benefit, this ordinance will provide for early retirement at 50 years of age with 10 years of credited service; reduced 3%

for each year member's age at retirement is under member's normal retirement age.

- Currently there is no annual cost of living adjustment (COLA) this ordinance provides for an increase of 3% of the previous year's benefit amount, commencing on the first October 1 following 7 complete years of receiving retirement income payments. **(employee funded)**
- Currently the employee contribution to the plan is 3% of pay and will change to 4%, plus the actuary calculation to fund enhanced benefits which is 12.4% until September 30, 2017.

The cost for benefits exceeding the Chapter 175 minimums will be funded from an increase in the employees' contribution and will be determined by the actuary annually.

The annual cost impact to the city of the proposed changes is \$110,523.00. The current defined contribution (DC) plan, which has a matching provision, will be eliminated. The current budgeted amount for the match is \$83,347.00, creating a net impact of \$27,176.

Funding:

Fire Suppression, Retirement: 001-5801-522-5220
Fire-EMS, Retirement: 001-5802-522-5220

Requested Motion:

"I move to approve Ordinance 2017-16 on first reading."

Attachments:

Ordinance 2017-16
~~Ordinance 2017-16~~ underline/strikethrough
Memorandum of Understanding Mutual Consent
Agreement Memo

**Reviewed by the
City Manager:**

WS

Ordinance 2017-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-251 DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 66-252, BENEFIT FREEZE AND MAXIMUM BENEFIT; AMENDING SECTION 66-253, MEMBERSHIP; AMENDING SECTION 66-254, CONTRIBUTIONS; AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-328, DISABILITY; AMENDING SECTION 66-331, MAXIMUM PENSION; AMENDING SECTION 66-335, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-337, PRIOR FIRE SERVICE; AMENDING SECTION 66-339, BENEFITS EFFECTIVE JANUARY 1, 2013; ADDING SECTION 66-339.1, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-251 Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter*, *Salary* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A

member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire department pending the possibility of being reemployed as a firefighter, and without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire department his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one year from the earlier of the date of his military discharge or his release from active service unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

* * *

Firefighter means an actively employed full time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with F.S. § 633.408 and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * *

Salary for credited service prior to January 1, 2013 shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary for credited service beginning January 1, 2013 and ending on the day prior to the effective date of this ordinance shall be defined in accordance with the provisions of section 66-339 of this chapter. Salary for credited service on or after the effective date of this ordinance shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay and excluding overtime that exceeds 300 hours per fiscal year (over and above the regularly scheduled FSLA overtime), plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

Compensation in excess of the limitations set forth in Code Section 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

* * *

Spouse means the member's or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-252 Benefit freeze and maximum benefit, to read as follows:

Sec. 66-252. - Benefit freeze and maximum benefit.

(a) Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31, 2012, and such members shall accrue benefits in accordance with section 66-339 for service between January 1, 2013 and the day prior to the effective date of this ordinance. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with ten years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by three percent for each year prior to the member's earliest applicable normal retirement date.

(b) The benefits of members who are employed and not participating in the DROP on December 31, 2012 shall be payable in two parts:

- (1) the frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31, 2012; and
- (2) the benefit based on credited service, average final compensation and the provisions of the system in effect on and after January 1, 2013.

(c) Effective January 1, 2013 and ending on the day prior to the adoption of this ordinance, the maximum combined benefit under the system shall be 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. Beginning on the effective date of this ordinance, the maximum combined benefit under the system shall be 100 percent of average final compensation.

(d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on December 31, 2012 for as long as they are employed in a position covered by the system.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-253 Membership amending subsection (a) *Conditions of eligibility*, to read as follows:

(a) *Conditions of eligibility.* All firefighters as of July 16, 1991 and all future firefighters shall become members of the firefighters' retirement system as a condition of employment, except that if, a new employee who is hired as fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. Current employees of the city who are selected to become fire chief are not eligible for the opt-out provided for herein. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief. Thereafter, contributions to the plan in accordance with sections 66-254 or 66-339 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

* * *

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-254 Contributions amending subsection (a) *Member contributions*, (1) *Amount*, to read as follows:

(a) *Member contributions.* Contributions to the system shall be subject to the following:

- (1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary. Member contributions for each fiscal year after that date, shall be determined by the actuary and shall equal 4 percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent, (2) the change to the definition of salary effective with the effective date of this ordinance described in Section 66-251, Definitions, and (3) the 3 percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013.

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * *

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-326 Benefit amounts and eligibility amending subsection (a) *Normal retirement date*, to read as follows:

Sec. 66-326. - Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 regardless of years of credited service or the completion of 25 years of credited service regardless of age for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013, and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month

coincident with or next following the date the member retires from the city after attaining normal retirement age.

Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. The normal retirement date for members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be as provided in section 66-339 of this chapter; provided, members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit for credited service earned prior to January 1, 2013 shall equal 3.4 percent of average final compensation, for each year of credited service. The normal retirement benefit for credited service on and after January 1, 2013 shall be as provided in section 66-339 of this chapter. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date shall equal 3.4 percent of average final compensation for all years of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 with the three percent reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment. For members terminating employment on or after the effective date of this ordinance, the early retirement date will be the later of age 50 and the completion of 10 years of credited service.

(d) *Early retirement benefit.* A member retiring hereunder on his early date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

- (1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance, and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or
- (2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section,

reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance.

(e) *Cost-of-living adjustment.* The monthly amount payable based on credited service prior to January 1, 2013 for any member who terminated prior to the effective date of this ordinance, or the entire benefit for those retirees who terminate employment after the effective date of this ordinance to any retiree, including current retirees, and his joint pensioner or beneficiary, if applicable, who retires on or after such member's normal or early retirement date, not including terminated vested persons or disability retirees, shall be subject to an annual cost-of-living adjustment commencing on the first October 1 following seven complete years of receiving retirement income payments. The cost-of-living adjustment shall be three percent of the previous years' benefit amount. For those retirees who terminate employment between January 1, 2013 and the effective date of this ordinance, there shall be no cost of living adjustment applied to benefits based on credited service on or after January 1, 2013; provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 6. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-328 Disability amending subsections (a) *Disability benefits in line of duty* and (c) *Disability benefits not in line of duty*, to read as follows:

(a) *Disability benefits in line of duty.* Any member of the firefighters' retirement system who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement, taking into account his average final compensation and years of credited service at the date of disability, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not in line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his

duties as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement taking into account his average final compensation and years of credited service at the date of disability. Terminated persons, either vested or nonvested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 7. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-331 Maximum Pension, to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 66-328 or pre-retirement death benefits paid pursuant to Sec. 66-327.

* * *

(l) *Additional Limitation on Pension Benefits.* Notwithstanding anything herein to the contrary:

* * *

- (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

(m) *Effect of direct rollover on 415(b) limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-335, Deferred retirement option plan, to read as follows:

Sec. 66-335. - Deferred retirement option plan.

- (a) *Definitions.* As used in this section 66-335, the following definitions apply:
 - (1) *DROP* means the City of St. Pete Beach Firefighters' Deferred Retirement Option Plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c) of this section.
 - (3) *"Total return of the assets"* -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
 - (1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under subsection 66-326(a) of this division, of the system may, prior to January 1, 2013, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective January 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after January 1, 2013 in accordance with the provisions of this section.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
 - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.
 - (4) *Termination of participation.*
 - a. A member's participation in the DROP shall cease at the earlier of:
 - 1. The end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 - 2. Termination of his employment as a firefighter.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings or losses or interest,

as applicable, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a firefighter.

- c. A member who terminates his participation in the DROP under subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system, nor shall he be eligible for disability, nor shall his estate or beneficiary be eligible for pre-retirement death benefits.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a firefighter.

(c) *Funding.*

- (1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

- (2) *Transfers from retirement system.*

- a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's

period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a firefighter.

- b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited with either:
 - 1. Interest at an effective rate of seven and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
 - 2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for

participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member is employed by the city fire department after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the fire department. A member employed by the fire department after the permissible period of DROP participation will still not be eligible for disability benefits, nor will he accrue additional credited service.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account, in accordance with the provisions of this subsection (d) upon his termination of employment as a firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a firefighter.

(2) *Form of distribution.*

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum. A member may elect, in such time and manner as the board shall prescribe, to receive the optional form of benefit described below.
1. Until the value of the member's DROP account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated by the member, not to exceed the life expectancy of the last survivor of the member and his beneficiary. In the event that the member dies before all installments have been paid, the remaining balance in his DROP account shall be paid in an immediate cash lump sum to his beneficiary, or if none is designated, then to the member's estate.
 2. The purchase of a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this clause 2. shall be in writing and shall be made in such time or manner as the board shall determine.
- b. Notwithstanding the preceding, if a member dies before his benefits commence, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If

no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall begin as soon as administratively practicable following the member's termination of employment. distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
 - (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
 - (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.
 - (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 66-333.
- (e) *Administration of DROP.*
- (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
 - (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be

prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.

- (4) *Limitation of liability.*

- a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

- (f) *General provisions.*

- (1) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 66-335 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (6) *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.
- (9) *Written elections, notification.*
 - a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time

the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.
- (10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.
- (11) *Construction.*
- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
 - b. The titles and headings of the subsections in this section 66-335 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
- (12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.
- (13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-337 Prior fire service, to read as follows:

* * *

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county fire department, if such prior

service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in subsection 66-331(l)(2).

SECTION 10. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339 Benefits Effective January 1, 2013, to read as follows:

Sec. 66-339. - Benefits Effective January 1, 2013.

(a) Effective January 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-339. The provision of this section shall not apply to members who have retired, separated from service with the city with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to January 1, 2013.

(b) *Benefit amounts and eligibility.*

- (1) *Normal retirement age and date.* For members who terminate employment prior to the effective date of this ordinance a member's normal retirement age is the earlier of the attainment of age fifty-five (55) and completion of ten (10) years of credited service, the attainment of age fifty-two (52) and twenty-five (25) years of credited service, or thirty (30) years of credited service regardless of age. Provided, a member with ten (10) or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age fifty-five (55) or upon completion of twenty-five (25) years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance who had completed less than 10 years of credited service on December 31, 2012, a members normal retirement age is the earlier of the attainment of age 55 and completion of ten years of credited service, age 52 and completion of twenty-five years of credited service or the completion of 30 years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.
- (2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. For members who terminate employment prior to the effective date of this ordinance, the monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. For members who terminate employment

on or after the effective date of this ordinance, the monthly retirement benefit shall equal 3.4 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 100 percent of average final compensation.

- (3) *No early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section, except as provided for in Section 66-326(c) and Section 66-326(d).
- (c) *COLA.* Members accruing benefits under this section shall not be entitled to a cost of living adjustment, except as provided for in Section 66-326(e).
- (d) *Vesting.* If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:
 - (1) With less than ten years of credited service (including credited service earned prior to January 1, 2013), a member is entitled to a refund of member contributions without interest.
 - (2) With ten or more years of credited service (including credited service earned prior to January 1, 2013) a member is entitled to either:
 - a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or
 - b. Refund of member contributions without interest.
- (e) *DROP.* No member may enter the DROP on or after January 1, 2013. Members already participating in DROP on January 1, 2013 may complete their DROP participation. Provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after January 1, 2013.

SECTION 11. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339.1 Supplemental benefit component for special benefits; Chapter 175 share accounts, to read as follows:

Sec. 66-339.1. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 12: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 13: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 14: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15: Effective Date.

This ordinance shall become effective October 9, 2017.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Ordinance 2017-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-251 DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 66-252, BENEFIT FREEZE AND MAXIMUM BENEFIT; AMENDING SECTION 66-253, MEMBERSHIP; AMENDING SECTION 66-254, CONTRIBUTIONS; AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-328, DISABILITY; AMENDING SECTION 66-331, MAXIMUM PENSION; AMENDING SECTION 66-335, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-337, PRIOR FIRE SERVICE; AMENDING SECTION 66-339, BENEFITS EFFECTIVE JANUARY 1, 2013; ADDING SECTION 66-339.1, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-251 Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter*, *Salary* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of seven and three quarters percent per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A

member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire department pending the possibility of being reemployed as a firefighter, and without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire department his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one year from the earlier of the date of his military discharge or his release from active service unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

* * *

Firefighter means an actively employed full time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with F.S. § 633.35~~408~~ and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * *

Salary for credited service prior to January 1, 2013 shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary for credited service beginning January 1, 2013 and ending on the day prior to the effective date of this ordinance shall be defined in accordance with the provisions of section 66-339 of this chapter. Salary for credited service on or after the effective date of this ordinance shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay and excluding overtime that exceeds 300 hours per fiscal year (over and above the regularly scheduled FSLA overtime), plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

Compensation in excess of the limitations set forth in Code Section 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. ~~Effective January 1, 2013 salary shall be defined in accordance with the provisions of section 66-339 of this chapter.~~

* * *

Spouse means the ~~lawful wife or husband of a member's~~ or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-252 Benefit freeze and maximum benefit, to read as follows:

Sec. 66-252. - Benefit freeze and maximum benefit.

(a) Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31, 2012, and such members shall ~~thereafter~~ accrue benefits in accordance with section 66-339 for service between January 1, 2013 and the day prior to the effective date of this ordinance. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with ten years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by three percent for each year prior to the member's earliest applicable normal retirement date.

(b) The benefits of members who are employed and not participating in the DROP on December 31, 2012 shall be payable in two parts:

- (1) the frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31, 2012; and
- (2) the benefit based on credited service, average final compensation and the provisions of the system in effect on and after January 1, 2013.

(c) Effective January 1, 2013 and ending on the day prior to the adoption of this ordinance, the maximum combined benefit under the system shall be 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. Beginning on the effective date of this ordinance, the maximum combined benefit under the system shall be 100 percent of average final compensation.

(d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on December 31, 2012 for as long as they are employed in a position covered by the system.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-253 Membership amending subsection (a) *Conditions of eligibility*, to read as follows:

(a) *Conditions of eligibility.* All firefighters as of ~~the effective date July 16, 1991~~ and all future firefighters shall become members of the firefighters' retirement system as a condition of employment, except that if ~~the~~ a new employee who is hired as fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. Current employees of the city who are selected to become fire chief are not eligible for the opt-out provided for herein. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief. Thereafter, contributions to the plan in accordance with sections 66-254 or 66-339 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

* * *

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-254 Contributions amending subsection (a) *Member contributions*, (1) *Amount*, to read as follows:

(a) *Member contributions.* Contributions to the system shall be subject to the following:

- (1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary. Member contributions for each fiscal year after that date, shall be determined by the actuary and shall equal 4 percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent, (2) the change to the definition of salary effective with the effective date of this ordinance described in Section 66-251, Definitions, and (3) the 3 percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013.

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * *

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-326 Benefit amounts and eligibility amending subsection (a) *Normal retirement date*, to read as follows:

Sec. 66-326. - Benefit amounts and eligibility.

~~—— (a) — Normal retirement date. The normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013; and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be the first day of the month coincident with or next following the earlier of the attainment of age 55, regardless of years of credited service or the completion of 25 years of credited service, regardless of age. A member may retire on his~~

~~normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date.~~

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 regardless of years of credited service or the completion of 25 years of credited service regardless of age for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013, and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. The normal retirement date for members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be as provided in section 66-339 of this chapter; provided, members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit for credited service earned prior to January 1, 2013 shall equal 3.4 percent of average final compensation, for each year of credited service. The normal retirement benefit for credited service on and after January 1, 2013 shall be as provided in section 66-339 of this chapter. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date shall equal 3.4 percent of average final compensation for all years of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. ~~Effective January 1, 2013, there shall be no early retirement date or early retirement benefit; provided, m~~Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 with the three percent reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment. For members terminating employment on or after the effective date of this ordinance, the early retirement date will be the later of age 50 and the completion of 10 years of credited service.

(d) *Early retirement benefit.* A member retiring hereunder on his early date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

- (1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a firefighter for those

members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance, and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or

- (2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section, reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance.

(e) *Cost-of-living adjustment.* The monthly amount payable based on credited service prior to January 1, 2013 for any member who terminated prior to the effective date of this ordinance, or the entire benefit for those retirees who terminate employment after the effective date of this ordinance to any retiree, including current retirees, and his joint pensioner or beneficiary, if applicable, who retires on or after such member's normal or early retirement date, not including terminated vested persons or disability retirees, shall be subject to an annual cost-of-living adjustment commencing on the first October 1 following seven complete years of receiving retirement income payments. The cost-of-living adjustment shall be three percent of the previous years' benefit amount. For those retirees who terminate employment between January 1, 2013 and the effective date of this ordinance, ~~There shall be no cost of living adjustment applied to benefits based on credited service on or after January 1, 2013;~~ provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 6. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-328 Disability amending subsections (a) *Disability benefits in line of duty* and (c) *Disability benefits not in line of duty*, to read as follows:

(a) *Disability benefits in line of duty.* Any member of the firefighters' retirement system who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement, taking into account his average final compensation and years of credited service at the date of disability, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a

Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not in line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement taking into account his average final compensation and years of credited service at the date of disability. Terminated persons, either vested or nonvested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 7. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-331 Maximum Pension, to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation or Service.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's ~~years of credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 66-328 or pre-retirement death benefits paid pursuant to Sec. 66-327.

* * *

(1) *Additional Limitation on Pension Benefits.* Notwithstanding anything herein to the contrary:

* * *

- (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction

does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

(m) Effect of direct rollover on 415(b) limit. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-335, Deferred retirement option plan, to read as follows:

Sec. 66-335. - Deferred retirement option plan.

- (a) *Definitions.* As used in this section 66-335, the following definitions apply:
 - (1) *DROP* means the City of St. Pete Beach Firefighters' Deferred Retirement Option Plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c) of this section.
 - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
 - (1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under subsection 66-326(a) of this division, of the system may, prior to January 1, 2013, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective January 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after January 1, 2013 in accordance with the provisions of this section.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
 - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an

irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

(4) *Termination of participation.*

- a. A member's participation in the DROP shall cease at the earlier of:
 1. The end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. Termination of his employment as a firefighter.
- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings or losses or interest, as applicable, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a firefighter.
- c. A member who terminates his participation in the DROP under subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system, nor shall he be eligible for disability, nor shall his estate or beneficiary be eligible for pre-retirement death benefits.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a firefighter.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of seven and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the

net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member is employed by the city fire department after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the fire department. A member employed by the fire department after the permissible period of DROP participation will still not be eligible for disability benefits, nor will he accrue additional credited service.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account, in accordance with the provisions of this subsection (d) upon his termination of employment as a firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a firefighter.

(2) *Form of distribution.*

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum. A member may elect, in such time and manner as the board shall prescribe, to receive the optional form of benefit described below.
 - 1. Until the value of the member's DROP account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated

by the member, not to exceed the life expectancy of the last survivor of the member and his beneficiary. In the event that the member dies before all installments have been paid, the remaining balance in his DROP account shall be paid in an immediate cash lump sum to his beneficiary, or if none is designated, then to the member's estate.

2. The purchase of a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this clause 2. shall be in writing and shall be made in such time or manner as the board shall determine.
- b. Notwithstanding the preceding, if a member dies before his benefits commence, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.
- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall begin as soon as administratively practicable following the member's termination of employment. distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
 - (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
 - (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.
 - (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 66-333.
- (e) *Administration of DROP.*
 - (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make

any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

- (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.
- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.
- (4) *Limitation of liability.*
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.
- (f) *General provisions.*
 - (1) *The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the*

system may elect to accrue future retirement benefits in the manner provided in this section 66-335 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (4 5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (2 6) *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (3 7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (4 8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the

DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(§ 9) *Written elections, notification.*

- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.

(§ 10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(§ 11) *Construction.*

- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- b. The titles and headings of the subsections in this section 66-335 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(§ 12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

- (9 ~~13~~) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-337 Prior fire service, to read as follows:

* * *

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county fire department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in subsection 66-331(k)(2).

SECTION 10. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339 Benefits Effective January 1, 2013, to read as follows:

Sec. 66-339. - Benefits Effective January 1, 2013.

(a) Effective January 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-339. The provision of this section shall not apply to members who have retired, separated from service with the city with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to January 1, 2013.

(b) *Benefit amounts and eligibility.*

- (1) ~~*Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 60 and completion of ten years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~

- (1) *Normal retirement age and date.* For members who terminate employment prior to the effective date of this ordinance a member's normal retirement age is the earlier of the attainment of age fifty-five (55) and completion of ten (10) years of credited service, the attainment of age fifty-two (52) and twenty-five (25) years of credited service, or thirty (30) years of credited service regardless of age. Provided, a member with ten (10) or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age fifty-five (55) or upon completion of twenty-five (25) years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance

who had completed less than 10 years of credited service on December 31, 2012, a members normal retirement age is the earlier of the attainment of age 55 and completion of ten years of credited service, age 52 and completion of twenty-five years of credited service or the completion of 30 years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

- (2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. For members who terminate employment prior to the effective date of this ordinance, the monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. For members who terminate employment on or after the effective date of this ordinance, the monthly retirement benefit shall equal 3.4 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 100 percent of average final compensation.

- (3) *No early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section, except as provided for in Section 66-326(c) and Section 66-326(d).

(c) *COLA.* Members accruing benefits under this section shall not be entitled to a cost of living adjustment, except as provided for in Section 66-326(e).

(d) *Vesting.* If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:

- (1) With less than ten years of credited service (including credited service earned prior to January 1, 2013), a member is entitled to a refund of member contributions without interest.
- (2) With ten or more years of credited service (including credited service earned prior to January 1, 2013) a member is entitled to either:
 - a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or

b. Refund of member contributions without interest.

~~_____ (e) *Employee contribution.* Effective January 1, 2013 each member of the system shall be required to make regular contributions to the fund in the amount of three percent of salary; provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be required to make regular contributions to the fund in the amount of 10.3 percent of salary.~~

(fe) *DROP.* No member may enter the DROP on or after January 1, 2013. Members already participating in DROP on January 1, 2013 may complete their DROP participation. Provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after January 1, 2013.

SECTION 11. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339.1 Supplemental benefit component for special benefits; Chapter 175 share accounts, to read as follows:

Sec. 66-339.1. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 12: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 13: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 14: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15: Effective Date.

This ordinance shall become effective October 9, 2017.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

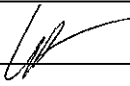
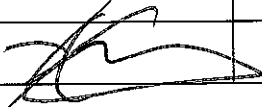
Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Local 4966 Rank & File Agreement		Union Proposal	11/10/2016
Article #/Version	City TA	Local 4966 TA	Date
Article 27			11/10/2016

Pension Benefits (MOU)

Normal Retirement

Eligibility: Age 55 with 10 years of credited service, age 52 with 25 years of credited service, or 30 years of credited service regardless of age.

Amount of Benefit: 3.4% per year of credited service (retroactive 1-1-2013).
(City will fund 2.25% @ a 4.0% employee contribution; employees will fund additional multiplier up to 3.4%)

Average Final Compensation: The best 5 of the last 10 years. (Pursuant to Chapter 175 minimums)

Compensation: Total W-2 Earnings including up to 300 hours overtime with fixed monthly remuneration continuing during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event.
(*employee funded)

Benefit Cap: 100% of Average Final Compensation. (Pursuant to Chapter 175 minimums)

Vesting: 10 year fixed vesting. (Pursuant to Chapter 175 minimums)

Early Retirement

Age 50 with 10 years of credited service. Adjusted, reduced 3% for each year member's age at retirement is under member's normal retirement age. (Pursuant to Chapter 175 minimums)

Disability Benefits

Calculated at a rate of 3.4% per year of AFC, not to be less than 42%. Disability must be In-Line-of-Duty, and total and permanent. (Pursuant to Chapter 175 minimums)
If the disability is Non-Line-of-Duty, member must be vested and disability must be total and permanent. The minimum must not be less than 25% of the member's average monthly salary. (Pursuant to Chapter 175 minimums)

Cost of Living Increase

An annual adjustment of 3% of the previous year's benefit amount, commencing on the first October 1 following 7 complete years of receiving retirement income payments. (employee funded)

Contribution

~~12.17% of member's salary.~~

4% plus actuary calculation to fund enhanced benefits listed above.



Pinellas County Professional Firefighters

LOCAL 4966

P.O. Box 10334 St. Petersburg, FL 33733

May 22, 2017

Wayne Saunders
City Manager
City of St. Pete Beach, Fl.

Re: Mutual Consent Agreement; Pension modification ratification

Wayne, we concluded our voting process and I must report to the *City of St. Pete Beach* that the Mutual Consent Agreement reached was accepted by the members of the bargaining unit.

The meeting for contract ratification was open to ALL members of the bargaining unit, regardless of membership in the Union. The vote taken at the ratification meetings was by secret ballot of ALL unit members attending the meetings. These meetings allowed ALL unit members an opportunity to vote. The vote was publicly counted and the results were announced at the conclusion of the meetings on April 23rd and 24th, 2017. The city was notified on April 25, 2017 of the results of the ratification vote.

Wayne, we had 30 members respond out of our 34 voting strength, which is 88%. Of the 30 unit members, 29 (96.6%) voted to accept the Mutual Consent Agreement. We had 1 (0.03%) unit member vote to reject; for a total 30.

As always, if you should have any questions, please feel free to call me anytime.

Sincerely,

Will Newton, Bargaining Agent

IAFF L-4966

iwilldo@earthlink.net | 727-432-6522 cell | 727-322-9090 fax

Cc: file, All City Commissioners,

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2017-25: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement and Stormwater Funds.

Date: September 26, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The fiscal year 2017 budget requires several adjustments to plan for Phase 2 of the Pass-a-Grille Way improvement project. Staff recommends the following supplemental appropriations to the Capital Improvement and Stormwater Funds to bring the budget into congruence with planned expenditures:

1. Increase Capital Improvement Fund revenue by \$1,052,494.
 - a. Recognize unbudgeted Pinellas County reimbursement funding totaling \$984,129 associated with Pass-a-Grille Way Phase 1.
 - b. Recognize additional contributions from Pinellas County associated with Pass-a-Grille Way Phase 2 totaling \$68,365.
2. Increase Stormwater Fund revenue by \$1,041,652.
 - a. Recognize unbudgeted Southwest Florida Water Management District (SWFWMD) reimbursement funding totaling \$384,894 associated with Pass-a-Grille Way Phase 1.
 - b. Recognize additional contributions from SWFWMD associated with Pass-a-Grille Way Phase 2 totaling \$656,758.
3. Increase Stormwater Fund expenditures by \$1,032,794, all of which will be transferred out to the Capital Improvement Fund. The difference of \$8,858 (\$1,041,652 less \$1,032,794) will be retained for fund balance purposes to account for previously incurred Stormwater Fund expenditures.
4. Increase Capital Improvement Fund expenditures by \$2,085,288 for Pass-a-Grille Way Phase 2.

Funding: Ordinance 2017-25 will increase the available funding for Pass-a-Grille Phase 2 from \$9,477,518 to \$11,562,806. The effects of the budget amendment are summarized below:

Fund	Budgetary Gain or (Loss)
Capital Improvement	\$0
Stormwater	\$8,858

Requested Motion: “I move to approve Ordinance 2017-25 on first reading.”

Attachment: Ordinance 2017-25
Appendix A

**Reviewed by the
City Manager:** WS

Ordinance 2017-25

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS TO THE
CAPITAL IMPROVEMENT AND STORMWATER FUNDS;
PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION,
PUBLICATION, AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2017 budget; and

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, the fiscal year 2017 budget includes revenue and expenditures as adopted by Ordinance 2016-18 and revised by Ordinance 2017-02 and Ordinance 2017-10; and

WHEREAS, Article III, Section 3.13(a) of the City Charter provides authority for appropriation amendments; and

WHEREAS, the City Commission of the City of St. Pete Beach desires to increase estimated revenue, increase capital project expenditures, and authorize transfers between funds.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City of St. Pete Beach fiscal year 2017 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

City of St. Pete Beach
Ordinance 2017-25

Appendix A

Account	Description	Amount
Capital Improvement Fund:		
301.8000.590.5650	Capital Improvement Expenditures	2,085,288
301.337.300	Intergovernmental Revenue (Phase 1)	(984,129)
301.337.300	Intergovernmental Revenue (Phase 2)	(68,365)
301.381.103	Transfers In	(1,032,794)
	Net	<u>\$0</u>
Stormwater Fund:		
103.6108.537.5695	Transfers Out	1,032,794
103.334.620	SWFWMD Grant Revenue (Phase 1)	(384,894)
103.334.620	SWFWMD Grant Revenue (Phase 2)	(656,758)
	Net	<u>-\$8,858</u>

**ST. PETE BEACH CITY COMMISSION
AGENDA REPORT**

Issue Considered: Resolution 2017-11 declaring as surplus certain City owned vehicles, assets and equipment, authorization for the City Manager to dispose of same in the manner required by law.

Date: September 26, 2017

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Vincent Tenaglia, Administrative Services Director

Summary: This is a request to approve Resolution 2017-XX and declare as surplus:

Miscellaneous vehicles, assets and equipment as described in Resolution 2017-11 - Appendix A attached hereto. Said vehicles, assets and equipment have been determined by the respective department directors as either no longer being needed for municipal purposes and/or exceeded useful life and are now considered surplus.

Said vehicles, assets and equipment will be disposed of in the manner required by law.

Requested Motion: "I move to approve Resolution 2017-11(read title)"

Attachments: Resolution 2017-11 and Appendix A

Reviewed by: WS
City Manger: _____

APPENDIX A
SURPLUS RESOLUTION 2017-11

CITY OWNED VEHICLES TO BE DISPOSED OF:

Public Works Department: (1) 2005 INT'L-VAXTOR Truck VIN-1HTWGAZT45J006493

Community Development: (1) 2007 FORD EXPLORER VIN-1FMEU73E17UB87953

CITY OWNED ASSETS AND EQUIPMENT TO BE DISPOSED OF:

Administrative Services Parking:

- (1)2005 Cale Pay station- Serial: MP104GW11**
- (1)2005 Cale Pay station- Serial: MP104GW12**
- (1)2005 Cale Pay station- Serial: MP104GW13**
- (1)2005 Cale Pay station- Serial: MP104GW14**
- (1)2005 Cale Pay station- Serial: MP104GW15**
- (1)2005 Cale Pay station- Serial: MP104GW16**
- (1)2005 Cale Pay station- Serial: MP104GW17**
- (1)2005 Cale Pay station- Serial: MP104GW18**
- (1)2005 Cale Pay station- Serial: MP104GW22**
- (1)2005 Cale Pay station- Serial: MP104PP02**
- (200) Single Sp. Meter housings**

Administrative Services Library:

- (1) Magazine rack 8' x 5' x 2.5'**
- (1) Desk 3' x 3' x 2.5'**

Administrative Services IT:

- (5) Sonic walls**
- (10) Network Switches**
- (1) Router**
- (11) Servers**

City Clerk:

- (1) 3-drawer file cabinet**
- (3) Chairs**

City Manager:

- (2) 4 drawer lateral cabinets**

Community Development:

- (1) Large building plan holder**

Fire Department:

- (3) 4 drawer file cabinets**

RESOLUTION 2017-11

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DECLARING AS SURPLUS CERTAIN CITY OWNED VEHICLES, ASSETS AND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID ASSETS IN THE MANNER REQUIRED BY LAW.

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting duly assembled on Tuesday, September 12, 2017 resolves as follows:

WHEREAS, the Board of Commission of the City of St. Pete Beach, Pinellas County, Florida have determined at the present time that the list of City owned vehicles, assets and equipment attached hereto in Appendix A have been declared surplus; and

WHEREAS, it has been determined that said City owned vehicles, assets and equipment may be disposed of.

NOW, THEREFORE the City Commission of the City of St. Pete Beach, Pinellas County, Florida, at its regular meeting duly called provides as follows:

BE IT RESOLVED:

That the City Commission of St. Pete Beach, Pinellas County, Florida, authorizes the City Manager to dispose of the City vehicles, assets and equipment attached hereto in Appendix A in the manner required by law.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 12th. Day of September, 2017.

Alan Johnson, Mayor

Rebecca Haynes, City Clerk