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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, January 23, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.

- a. **Boy Scout Troop 371 presentation on Support Our Troops.**

- b. **St. Pete Beach Community Club to present a total of \$6,400 in checks to the following organizations:**

- **St. Pete Beach Library**
- **St. Pete Beach Recreation Center**
- **Gulf Beaches Historical Museum**
- **Gulf Beaches Elementary School**
- **Sea Turtle Trackers, Inc.**

- c. **2017 City Attorney Report**

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. Authorization to approve street closures and wet zone for Island Festival on March 3, 2018.**
- b. Authorization to approve special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 1, 2018.**
- c. Request approval of the parking ticket processing services proposal from Complus Data Innovations, Inc on a negotiated price basis.**
- d. Request approval of Task Order 2017-11 under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$23,315.00 for the design and contract documents of Stormwater Improvements at 59th Avenue.**
- e. Request approval of a Utility Easement dedicated to Frontier Communications for the relocation of their Nitrogen Pump System and under-grounding of the associated electrical service at 3300 Gulf Blvd.**
- f. Request approval of the payment of Invoice FLFLE04331217 from Frontier Communications in the amount of \$13,023.61 to underground Frontier facilities on Pass-A-Grille Way from West Maritana Drive to 19th Avenue.**

5. Action Items

- a. Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,420.00 for Pump Replacement Stock.**
- b. Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,953.00 for Smoke Detection Services During Construction and Compliance Coordination.**
- c. Request approval of the estimate from USSI, LLC in the amount of \$116,278.85 for Sanitary Sewer Smoke Testing.**
- d. Request approval of the sole source purchase of a Load and Pack vehicle manufactured by Broyhill, Inc. in the**

amount of \$175,699.00 to improve the level of service for garbage collection on the gulf beach.

- e. Request approval of the purchase of a Ford F-350 Dump Truck from Coggin Ford in the amount of \$35,269.00.**
- f. Request approval of the purchase of a Ford F-450 Dump Truck from Coggin Ford in the amount of \$48,019.00.**
- g. Request approval of the ranking order of Request for Qualification submittals for the design of the Sanitary Sewer Force Main North project and authorize the City Manager to enter into design fee negotiations for hydraulic modeling with Kimley-Horn and Associates, Inc.**

6. Ordinances

- a. Ordinance 2017-30: First Reading and Public Hearing. An Ordinance amending the City of St. Pete Beach Land Development Code pertaining to inconsistent codes or code clarity.**

7. Resolutions – No items submitted at this time.

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

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

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

11. Adjournment

APPEAL: In accordance with 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: Authorization to approve street closures and wet zone for Island Festival on March 3, 2018.

Date: January 23, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

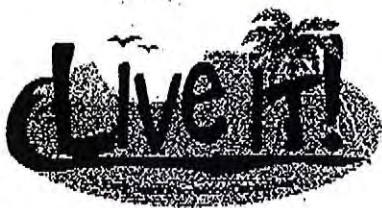
Summary of Issue: The event is being organized by the Friends of Gulf Beaches Historical and it benefits the museum's non-profit organization. The event will include museum tours, white elephant table, Antique Car Show, live music, show vendors, food, beer and wine sales. The event is from 10am-4pm on March 3, 2018. The applicant requests that 9th and 10th Avenues be closed from Pass-a-Grille Way to Gulf Way from 7am – 5pm on March 3, 2018 and the barricaded area be approved for a wet zone for beer and wine sales. Street closures and alcohol consumption on public streets need the approval by commission.

Funding: N/A

Requested Motion: “I move to approve street closures and wet zone for Island Festival scheduled for Saturday, March 3, 2018”

Attachments: Application
Map

**Reviewed by
City Manager:** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Sally S. Yoder Title (if applicable): _____
Name of Organization (if applicable): Friends of the Gary Bender Historical Museum, Inc.
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: 115 - 10th Ave., St. Pete Beach, Fla. 33706
Cell Phone: _____ Email: GBHM2012@AOL.com

Event Information

Event Title: Island Festival Event/Organization Web Address: garybendermuseum.com
Event Location(s): 115 - 10th Ave. & 9th Ave. SPB

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>3/3/18</u>	<u>Saturday</u>	<u>10 AM</u>	<u>4 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 3/3/18 Time(s): 7 AM to 5 PM
Cleanup Date(s): _____ Time(s): _____ to _____

Description of Event: Public event for Museum Awareness
games, food, refreshments, celebration of 60 yrs with city of
100 year old building

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 1st Sat. March

Event Logistics

Estimated Attendance _____
(includes event crew, participants, and spectators) This Year 1000 Last Year (if Applicable) _____

List all event activities: live music, car show, face painting, crafts, food
and refreshments, museum tours

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

SPB Fire Department and other local restaurants

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) _____

Stage, tent

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

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

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 9A-4pm

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? _____

N/A

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

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

Road	Start Intersection	End Intersection	Date	Times
<u>9th Ave</u>	<u>Gulfway</u>	<u>PAG way</u>	<u>3-3-18</u>	<u>9AM-5P</u>
<u>10th Ave</u>	<u>Gulfway</u>	<u>PAG way</u>	<u>3-3-18</u>	<u>7AM-5P</u>

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

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

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

SALLY G. YODER
Print Name

Sally G Yoder
Signature

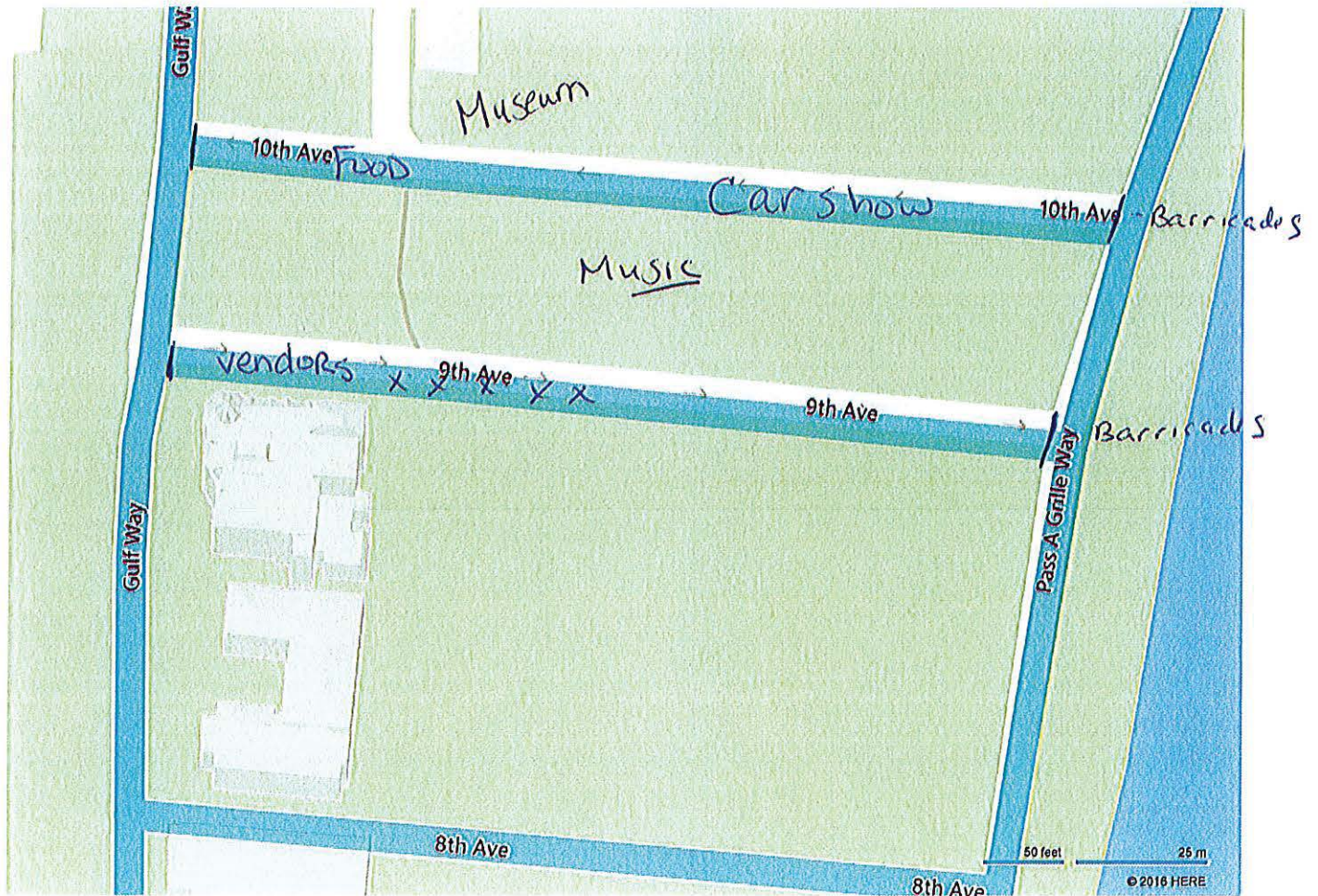
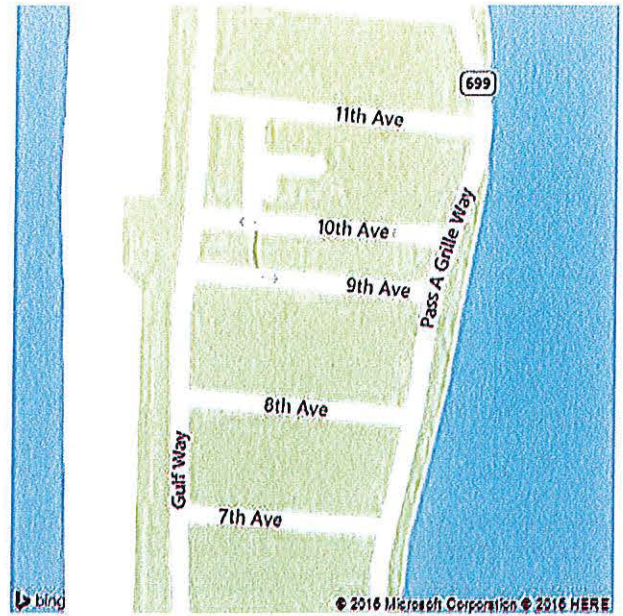
Friends of the Gulf Beach District Assoc
Corporation Name (if applicable)

12/23/17
Date

bing maps

Notes

Island Festival. Street Closures would be 9th and 10th Ave from Gulf Way to Pass-a-Grille Way from 7am - 5pm March 4, 2017



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

Issue Considered: Authorization to approve special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 1, 2018.

Date: January 23, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: This annual event is an Easter sunrise service by Pass-a-Grille Beach Community Church. The applicant requests that Pass-a-Grille Way be closed from 1st Ave to 2nd Ave from 4:30-8 a.m. on April 1, 2018. Street closures require commission approval.

Funding: N/A

Requested Motion: "I move to approve the special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 1, 2018."

Attachments: Event application and map

**Reviewed by
City Manager:** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: PASSABRILLE BEACH COMM CHURCH Title (if applicable): EASTER CHAIRMAN

Name of Organization (if applicable): PASSABRILLE BEACH COMMUNITY CHURCH

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

Mailing Address: 107 18TH AVE (PASSABRILLE) SPB, FL 33706

Cell Phone: 727-480-2400 Email: MALES10AOL.COM

Event Information

Event Title: EASTER SUNRISE SYL Event/Organization Web Address: www.pacchurch.com

Event Location(s): PASSABRILLE WAY / BETWEEN 1ST AVE AND 2ND AVE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>April 1, 2018</u>	<u>SUNDAY</u>	<u>4:30 AM</u>	<u>8:00 AM</u>

Set Up Date(s): April 1, 2018 Time(s) 4:30 AM to 8:00 AM
Cleanup Date(s): SAME AS ABOVE Time(s) to

Description of Event: EASTER
SUNRISE SERVICE BY PAG COMM CHURCH. PASSABRILLE WAY
BARRICADES BLOCKED BETWEEN 1ST AND 2ND AVE TO SET UP 1400 CHAIRS
AND PORTABLE STAGE AT 4:30 AM. ALL REMOVED BY 8:00 AM. BARRICADES REMOVED.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): EASTER 2019

Event Logistics

Estimated Attendance 1500 1500
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: PREACHING - WATCHING OF THE SUNRISE.

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

NONE

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

List all other vendors (may need to provide copy of certificate of insurance) NONE

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

8' x 6' PLATFORM ON SIDEWALK, LARGE CROSS SECURED ON SIDEWALK / SEAWALL

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

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

SPEAKERS W/ SOUND BOARD FOR MUSIC AND SPEAKING

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

7:00 AM

Electricity Needed ☒ Yes ☐ No Source: POWER CORD FROM MS MOSS (SEE ATTACHED LETTER)

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? NONE

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

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

Road	Start Intersection	End Intersection	Date	Times
<u>PASA GULLEY WAY</u>	<u>1st AVE</u>	<u>2nd AVE</u>	<u>APRIL 1, 2018</u>	<u>4:00-8:00</u>

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

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

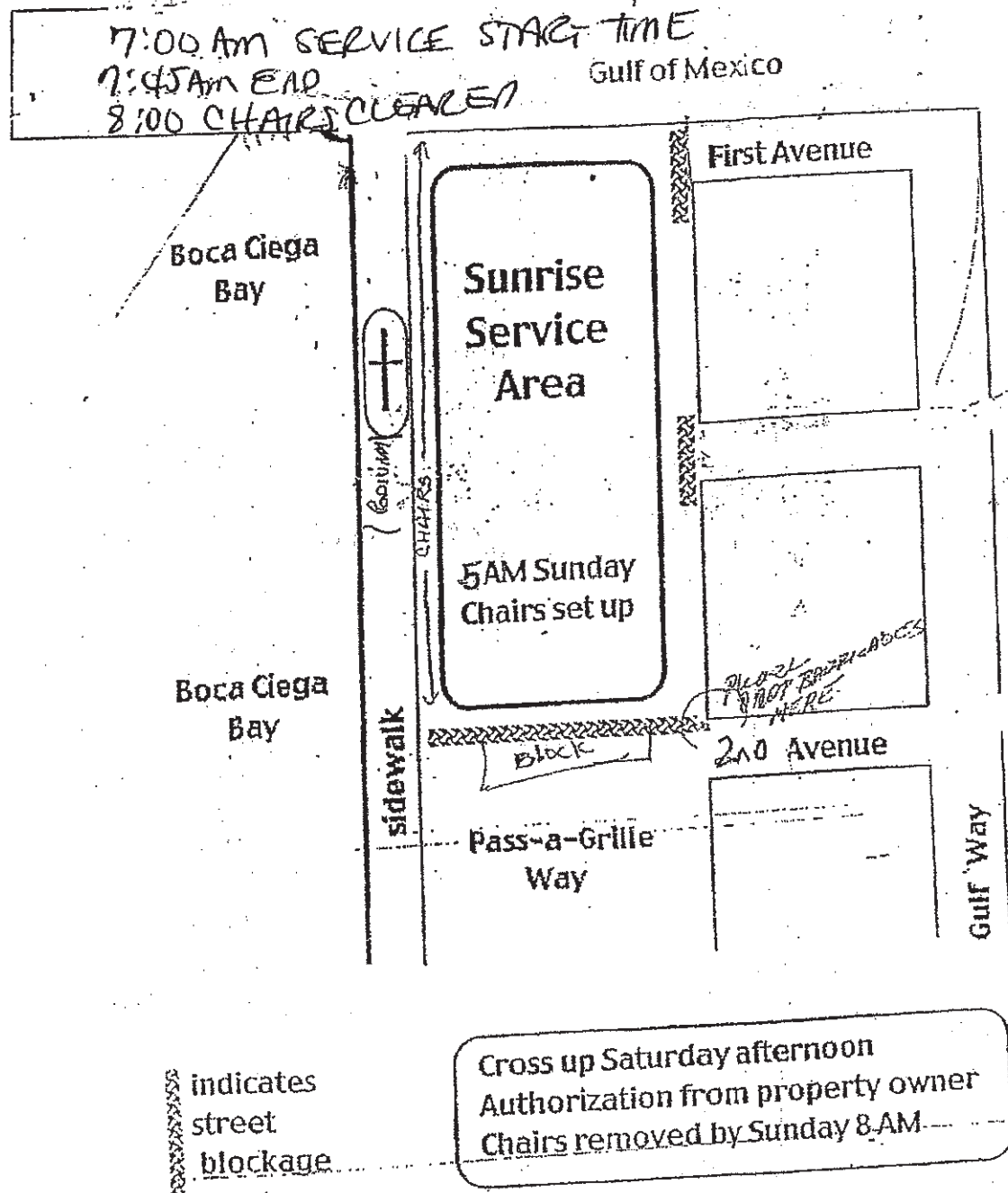
I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

MADALINE ALES
Print Name

[Signature]
Signature

Corporation Name (if applicable)

Date



Parking on side of streets. NO OTHER
STREETS BLOCKED FOR PARKING.

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

Issue Considered: Request approval of the parking ticket processing services proposal from Complus Data Innovations, Inc on a negotiated price basis.

Date: January 23, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach has contracted with Duncan Solutions for parking ticket processing service since 2005. Duncan's fee structure includes several components which fluctuate on a monthly basis and range from approximately 18% to 36% of total fees collected.

Staff is requesting to modernize the parking ticket operation while reducing costs by contracting with Complus Data Innovations, Inc. Complus is currently providing parking ticket processing service for the Cities of Bradenton, Treasure Island, and Madeira Beach.

The Complus proposal includes a flat 13% fee, which will reduce the City's costs by approximately \$14,000 annually. Technology devices will be replaced and upgraded, allowing for live synchronization between the ticket database and payment center, at no additional cost. The new service will have no effect on residents' or visitors' parking experience.

Funding: Funds are budgeted in the Parking Enforcement contractual services account (001.5603.521.5310).

Requested Motion: "I move to approve the parking ticket processing services proposal from Complus Data Innovations, Inc. on a negotiated price basis."

Attachments: Complus Data Innovations, Inc. proposal and contract

**Reviewed by
City Manager:**

WS

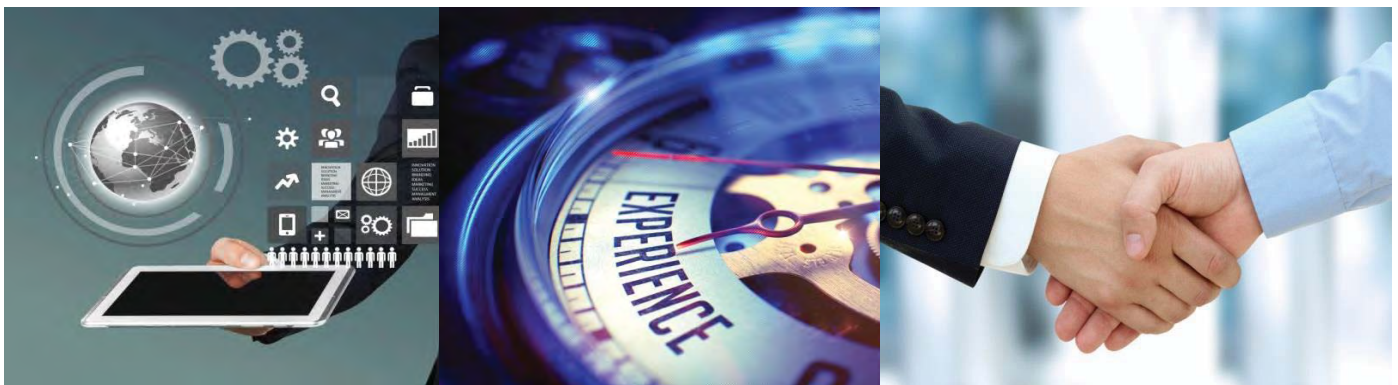


COMPLUS DATA INNOVATIONS, INC.

Parking Ticket Management Services



11/22/2017





Nov 22, 2017

Dan O'Connor
Administrative Services Supervisor
City of St. Pete Beach, FL
155 Corey Avenue
Saint Pete Beach, FL 33706

Mr. O'Connor,

On behalf of Complus Data Innovations, Inc. (Complus), I am very pleased to present our proposal for Parking Ticket Processing Services. We are certain that our software and services will provide the type of comprehensive parking ticket management solution that will exceed the City's needs.

As specialists in operating parking ticket processing and collection systems, we believe that our unique and focused expertise will be an asset for the City in cash management, data entry, data processing, management information systems, and report generation.

The services provided by Complus will comply with all applicable federal, state and local laws, rules, regulations, ordinances and statutes. This proposal is valid for ninety (90) days from Nov 22, 2017,

On behalf of our staff of professionals, we thank you for this opportunity to submit our qualifications. Please do not hesitate to call should you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Ruybal', is shown within a rectangular box.

Bob Ruybal
Director of Business Development
Complus Data Innovations, Inc.
120 White Plains Road
Tarrytown, NY 10591
bohr@complusdata.com
800-331-8802

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Why Complus

Complus Data Innovations, Inc. (Complus) specializes in parking management software and services providing a unified solution to enforcement and parking citation collections. Our dedicated teams of parking professionals currently deliver attentive customer service to over two hundred (200) clients nationwide.

Tailored to the needs of St. Pete Beach, the proposed Complus solution includes:

- Personalized support - Complus offers rapid, onsite issue resolution, and and unlimited training
- **Two Technologies N5 handheld ticket writer** – a durable one-piece handheld device offering the latest in mobile enforcement technology. Features include:
 - integrated Wi-Fi
 - single screen “Quick Ticket” issuance
 - real-time exchange of tire marking information among the handheld units
- Auto-generated monthly reports sent directly to St. Pete Beach for easy and convenient parking management analysis. We also provide access to a data mining reporting utility for real-time reporting functions and easy access to tailored reports.

Conversion and Installation

Complus will provide a seamless transition from your existing system to the latest version of FastTrack™. All of the City’s current parking citation data will be converted to the Complus FastTrack™ system at no additional cost (assuming a useable file format can be provided). All data conversion will be done to a one-hundred percent (100%) quality standard, with no value or meaning being lost.

Qualifications

Founded in 1986, Complus Data Innovations, Inc. has over 30 years of experience in providing full service parking citation processing for clients of all sizes. We offer a unified approach to enforcement and collections that streamlines processes and increases efficiencies. Our flexible parking model enables us to tailor services on an individual client basis, and we are constantly evolving to meet clients' changing needs.

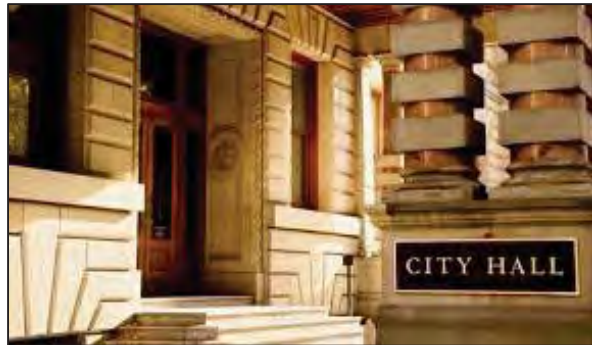
Differentiators - Where Complus Excels

- Complus' sole objective is to provide the tools, services, and support needed by clients for success in day to day parking operations
- Our dedicated client support is unrivaled in the industry - no other parking vendor can match our support staff to client ratio!
- Direct DMV access ensures that Complus has the most up-to-date and accurate registered owner information in the industry.
- All delinquent noticing functions are performed in-house and we consistently achieved a 99.5% successful delivery rate.

Experience

Public Sector

The overwhelming majority of Complus clients are from the public sector – we provide parking management services that support municipal administration, enforcement officers, transit authorities, and public colleges. We continuously invest resources – time, money, and expertise – into developing new service offerings that enhance municipal efficiency, generate revenue, and improve the public's parking experience.



Scope of Services

Client Support Services

Exceptional service is our top priority and our dedicated team of parking professionals is readily available to assist our clients in reaching your parking management goals. St. Pete Beach will have access to a network of support specialists that work together to ensure your needs are met. The Complus service network includes:

- **Client Service Managers (CSMs)** – Your primary point of contact, CSMs are cross-trained to ensure account assistance is always available in a timely and professional manner.
- **IT Technicians** – Also known as the “Help Desk”, these support specialists are trained to diagnose and effectively resolve all technical issues.
- **Client Support Department (CSD)** - Efficient, courteous, and detail oriented, members of the CSD handle all back office and violator-processing services, including data entry of manually issued citations.
- **Operation Associates** – Integral to “behind the scenes” support, operation responsibilities include acting as liaisons for DMV communications, overseeing automated services, and provide reporting expertise.
- **Executive Leadership** – Actively involved in St. Pete Beach’s account management, Complus executives are always on hand to lend expertise and higher level direction when needed.

We offer multiple means of support to resolve issues and answer questions in the most effective and timely manner possible. Options include:

- **Call Support** – St. Pete Beach employees will have access to live client service assistance via a nationwide, toll free number between the hours of 8:30 AM and 5:00 PM, Monday through Friday, Eastern Time, with afterhours emergency support for critical technical issues.
- **Go to Assist** – An invaluable live troubleshooting tool, this application allows our service professionals to remote into computers and handhelds, see actual error messages, and guide users step by step through problem resolution.
- **Client Visits** – Complus professionals are available for onsite service reviews and recommendations, ongoing training, and advanced problem resolution.

Training

Complus team members will provide all necessary training for St. Pete Beach user success on both the **FastTrack™** system and the handheld citation writers. We will maximize all available technology to ensure St. Pete Beach has all the training you desire in a timely manner. Options include:

- **Onsite** for hands on instruction
- **Go to Assist** for immediate remote guidance
- **Live Webinars** for group demonstrations
- **Call Support** for follow up questions



Complus will provide refresher training or new staff member training throughout the term of the contract. Onsite training includes a combination of classroom based preparation for all users and “in the field” sessions for handheld operators. We supply all users with training manuals - manual updates are provided as new enhancements are released.

FASTTRACK™ MANAGEMENT SOFTWARE

The “hub” of Complus management functions, the **FastTrack™** program is comprised of several modules that target specific stages in the citation life cycle. Every processing action is recorded and stored within this one centralized database - users can easily retrieve citation information, cross-reference data, and monitor enforcement statistics. Modules include:

- Citation Management
- Appeals Management
- Payment Processing
- Correspondence
- Reporting Functions
- Permit Program
- Boot and Tow Programs

Citation Management

The Citation Management module is the core of **FastTrack™** - it provides a database for entering, tracking, and storing all parking citations. Features include:

- Linking each citation to a particular license plate, **FastTrack™** provides a detailed history of all associated transactions and modifications to the citation. Inquiries display all citation detail, history notes, correspondence, notices, payment information, citation status, and adjudications.
- Authorized users may change any entered data using the Update Program and each update can be audited for later review.
- With an integrated task-scheduler, fines automatically escalate and penalties are applied according to schedules defined by St. Pete Beach.
- Scanned manual and uploaded handheld citations are available for “Ticket View”, allowing software users to view/print an image of the citation through FastTrack™ and violators to view/print their citation from the web-based payment site.
- Digital images (pictures) captured by the handheld citation writers can also be viewed through **FastTrack™** and the web-based payment site.

Payment Processing

Complus offers an integrated payment processing system with several convenient payment options. Along with traditional payments (paid in full), **FastTrack™** and our reporting functions support additional payments such as partial, skeletal (citation information not yet uploaded from handheld citation writer), and overpayments. Checks returned for insufficient funds can be so designated in the **FastTrack™** system

which then reactivates the citation(s) as well as penalties, making them eligible for a notice during the next scheduled notice run. Once processed, cashiers are notified of previous NSF payments during the payment process, allowing them an option to continue or request another payment tender type.



Window Cashiering

Complus' on-line cashiering program allows for the processing of walk-in payments on-site. With the ability to work with or without a cashier drawer, payments for parking citations are updated on the **FastTrack™** system in real-time as they are posted through the cashier workstations. The system notifies the cashier if checks are not to be accepted for payment on specific accounts, license plates, or individuals.

Lockbox and Mail-in Payments

Complus will process all mail-in payment on behalf of St. Pete Beach using client defined procedures.

Features of this service include:

- Collection of mailed parking citation payments at a designated post office box (excluding weekends and holidays).
- Payments are entered and processed, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
- A report of each day's receipts is prepared and transmitted on the following day.
- Complus retains images of all processed check payments.
- A report of each day's receipts is prepared and transmitted to the client on a daily basis.
- Complus will retain front and back images of all check payments processed on behalf of the client.
- We will work with you to determine the best method for transmitting payments processed to the City.

Web/Phone Payments

Complus hosts a secure solution to accept citation payments online or by phone. St. Pete Beach violators benefit from being able to make these payments for a nominal convenience fee and St. Pete Beach receives 100% of the citation amount. These payment tools allow customers to pay their outstanding citations with their credit card (Visa, MasterCard, and Discover) account. The entire service is integrated with the **FastTrack™** system and is both PCI compliant and secured with the latest encryption technology.



Town of Demoland Parking Ticket System

Demos

This parking ticket system allows you to take action on parking tickets issued to you by the Town of Demoland.

To make a payment, select the first option. You will need your ticket number, the state in which your vehicle is registered, and your vehicle's license plate number to make a payment. Payments are accepted by Visa, MasterCard, Discover and PayPal. Once the payment is completed successfully your ticket will be updated as paid in the Town of Demoland's database. If a valid email address is supplied a detailed receipt will be emailed.

A \$3.50 per ticket service charge will be assessed for tickets paid on this website. Currently the Town of Demoland requires that in order to use this payment method, all outstanding tickets associated with the vehicle must be paid.

To view an image of your parking ticket select the second option. You will need your ticket number to use this feature.

To submit a parking ticket appeal, select the third option below. You will need your ticket number to use this feature. This website will accept your appeal information and send it to the Town of Demoland on your behalf and you will receive an email confirmation once your appeal request has been sent if a valid email address is supplied. All appeal requests are processed, and decisions made, by the Town of Demoland staff. There is no service charge to submit an appeal.

Bottom One instructions

By continuing, you are agreeing to the Terms & Conditions below:

I would like to pay my parking tickets.

I would like to view my parking tickets.

I would like to appeal my parking tickets.

Terms and Conditions

ParkingTicketPayment.com is wholly owned by Parking Ticket Payment, LLC which is a separate entity than the Town of Demoland. ParkingTicketPayment.com is not affiliated

Reporting and Auditing Functions

Through our auditing and reporting capabilities, Complus provides total transparency for managing payments.

- Detailed daily reconciliation reports with a number of sorts available including: drawer, operator, receipt number, and citation number.
- Monthly accounts receivable report for citations paid, unpaid, and partially paid
- **FastTrack™** contains a built-in accounting audit trail for all cashier payments and adjustment transactions.

Correspondence System

Working together, Complus and St. Pete Beach will design letters that meet your specific needs.

Features of the system include:

- Users can print several preformatted letters directly from **FastTrack™** with the ability to add free-form comments when needed.
- All generated correspondence is documented in the citation history and authorized users have the ability to reprint letters if needed.
- If the recipient has supplied an email address, the user may email letter correspondence.

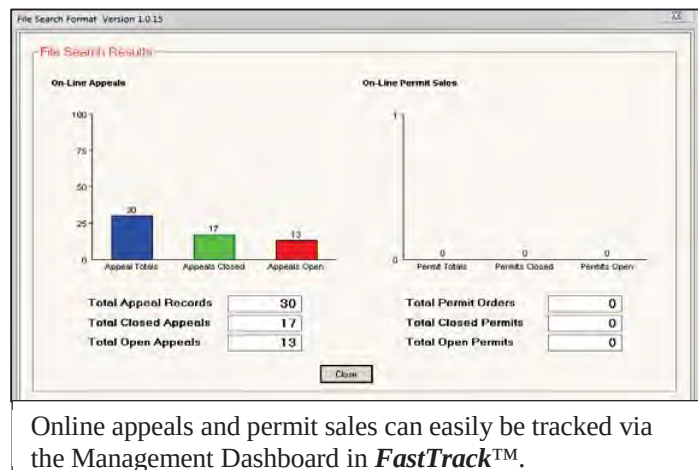
Appeal Tracking/Hearing Calendars

FastTrack™ offers numerous features so St. Pete Beach can better manage citation appeals.

- To prevent delinquent noticing and addition of penalties while a citation is on appeal, citations can be placed on hold until a decision is made.
- All activity related to the appeals process (including financial activities) may be reviewed in the audit trail for each citation.
- The **FastTrack™** system can keep a record of whether any telephone or written correspondence has been received or sent.
- To support the City's appeal process, users can record hearing date information, print this schedule, and use it as the court docket.

ONLINE APPEALS

Complus clients can take offer online appeals via the Complus hosted website, ParkingTicketPayment.com. Appeals filed online are automatically placed on hold pending review. Clients have access to manage the overall process, review individual cases, and enter dispositions that are relevant to any of the appeals that are filed. Violators can attach scanned documents, digital images, or other electronic items to their appeal file.

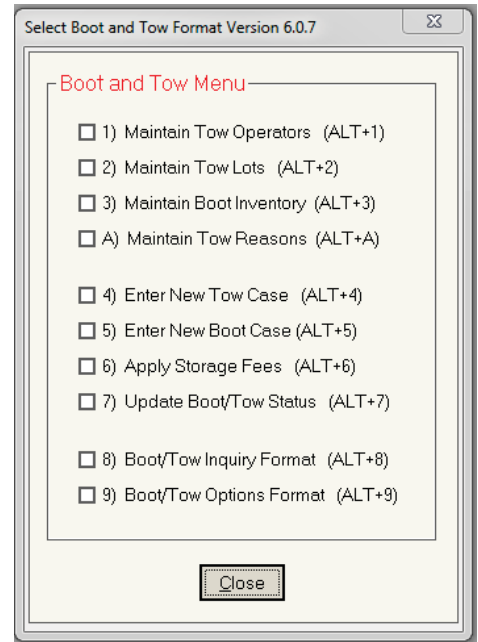


Boot and Tow Program

One of the few companies in the industry to offer a Boot and Tow management tool, this component of **FastTrack™** is designed to help manage vehicle immobilization activity associated with outstanding parking violations. With the ability to maintain authorized tow companies, lot locations, boot inventory, and associated fees, the Complus Boot and Tow program provides St. Pete Beach with the tools necessary to effectively manage the process from end to end, including vehicle release authorization and tracking.

Boot or tow lists are uploaded to handhelds units and officers are notified when they encounter boot/tow eligible vehicles during the course of enforcement. The program can recommend the next available tow company and maintain the exact location where a vehicle is either immobilized or towed. All activity is tied to the vehicle plate in FastTrack™, providing a central database of streamlined information for ease of retrieval and storage.

A unique feature of the boot and tow program is that it links all plates registered under a specific violator into a single “case”. Therefore a violator, who may not meet the requirements for boot and tow on a single plate, does collectively on multiple plates as the single registered owner, and will become eligible for enforcement. This not only gives our clients a more accurate picture of individual parking behavior, but encourages personal parking responsibility within the community and increased compliance with municipal parking rules.



Reporting Features

Complus reporting features are invaluable monitoring and analysis tools. They yield important data for evaluating St. Pete Beach's parking performance. Reports are compiled in several forms ensuring you that you have access to the most comprehensive information possible.

FastTrack™ Reports

Authorized users can access citation issuance and revenue dashboard reports directly in the **FastTrack™** program. Designed for quick and easy access, these standard reports use graph and figures to provide summary and comparison information “at a glance”.



Auto-Generated Reports

Complus provides clients with several standard reports on a predetermined monthly, weekly, or daily schedule, including those listed in the RFP. These reports assist in tracking payments, noticing, permits, appeals, etc., and facilitate improved efficiency and revenue. Initial report templates are created specific to St. Pete Beach's individual needs. These reports are then produced at scheduled intervals and emailed directly to the appropriate team members.

Ad-Hoc Reporting

In addition to the FastTrack dashboard and auto-generated reporting, Complus offers clients real-time access to parking data allowing clients to create reports on the fly.

As part of this service, Complus supplies several custom report templates. These can be run at any time, and will grant City personnel an instant snapshot of operations for the most up-to-date system analysis possible.

Handheld Reporting Utility

This reporting utility can assist St. Pete Beach with monitoring citation issuance and enforcement operations. The utility includes reporting functions that help chart issuance patterns relevant to date, location, officer, and violation; assist supervisors in monitoring individual officer use of time and behavior; and provide an overall picture of citation issuance for revenue and policy analysis.

Ticket#	Terminal	User ID	Cash Check	Credit	Paid	Dismissed	Batch Date
1	R010040321	STR1	1FB	35.00	\$ 25.00	25.00	11/1/2014
2	R010040200	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
3	R010040242	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
4	R010039748	STR1	1FB	50.00	\$ 50.00	0.00	11/1/2014
5	R010040378	STR1	1FB	25.00	\$ 25.00	25.00	11/1/2014
6	R010040316	STR1	1FB	25.00	\$ 25.00	25.00	11/1/2014
7	R010040207	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
8	R010040361	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
9	R010040384	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
10	R010040363	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
11	R010040142	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
12	R010040332	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
13	R010039317	STR1	1FB	50.00	\$ 50.00	0.00	11/1/2014
14	R010039337	STR1	1FB	50.00	\$ 50.00	0.00	11/1/2014
15	R010039237	STR1	1FB	25.00	\$ 25.00	0.00	11/1/2014
16	R010039713	STR1	1FB	25.00	\$ 25.00	0.00	11/1/2014
17	R010039122	STR1	1FB	50.00	\$ 50.00	0.00	11/1/2014
18	R010040372	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
19	R010040404	STR1	1FB	25.00	\$ 25.00	25.00	11/1/2014
20	R010040307	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
21	R010040274	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
22	R010040326	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
23	R010040359	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
24	R010040393	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014
25	R010040346	STR1	1FB	5.00	\$ 5.00	5.00	11/1/2014

FastTrack™ Permit Program and Online Permit Services

The **FastTrack™** Permit Program streamlines all permitting and citation management services under a single system. Complus has a unique understanding of St. Pete Beach's permit needs and offer our program at no additional cost.

- By cross referencing the parking citation database in the Complus **FastTrack™** system, St. Pete Beach can restrict a permit/decal sale to an individual until all citations are paid in full.
- Using the BuyMyPermit.com website, permit customers can purchase or renew their permits without having to visit a physical facility.
- Permit payments are updated in real time, recorded separately from citation payments on a daily journal report, and St. Pete Beach will have full financial controls for tracking and reconciliation purposes.
- Our system allows St. Pete Beach to create, issue, and track any permit type it may need
- In addition to traditional permits, Complus offers "virtual permits" where the purchaser's license plate number is used as the permit. Reducing issuance time and permit fulfillment costs, virtual permits provide a convenient means of enforcement – St. Pete Beach's officers simply enter the vehicle's license plate into a handheld or scan plates with an LPR device to determine if the vehicle has a valid permit.
- The program can be configured to assign multiple permits to a single address and up to four (4) vehicles to a single permit. .
- St. Pete Beach can take advantage of Complus' in-house printing services to mail notification of permit renewals.



Registered Owner Name Retrieval

Complus does not rely on third parties to retrieve registered owner information and has the most extensive In-State and Out-of-State registration program in the industry!

There is no single part of the process that is more important to the ultimate disposition of parking tickets as the retrieval of registered owner information. This is why registered owner retrieval information should come directly from each state's governmental agency that handles vehicle registrations (no matter how many or how few citations were issued to a vehicle) and should be a mandatory part of the process.

Complus will interface directly with the Florida Department of Highway Safety and Motor Vehicles (DHSMV) for registered owner information and to process violators via registration holds in accordance with State of Florida flagging guidelines.



Delinquent Noticing

Complus specializes in generating and mailing delinquent notices and these are services we have advanced and perfected over the last 31 years. Never outsourced, all noticing functions are executed in-house - Complus retains complete control and accountability over every aspect of the noticing process.

Rather than updating citations individually and for added convenience, **FastTrack™** allows users to select a plate and sort by date range to update the name on all citations issued within that time period.

- Notices are automatically generated, requiring no client initiation.
- Our notices are cumulative, listing up to 20 open citations on a particular plate.
- To ensure timely delivery, all notices are run and brought to the Post Office for delivery on the same business day.
- Before each notice mailing, addresses supplied by the DMV are validated and updated against the USPS National Change of Address database to ensure we are using the most current information available.
- To ensure accuracy prior to mailing, each batch of notices is personally reviewed and approved by your dedicated Client Service Manager.
- For leased or rented vehicles, Complus generates and sends the initial notice(s) to the registrant/owner. Upon receipt of the vehicle operator (lessee) information, the **FastTrack™** system allows for a change in name and address of the responsible party, and a new notice will be generated and sent to the operator.

Enforcement

Traditional methods of parking enforcement are greatly enhanced with modern technology. Through state-of-the-art handheld citation writers, specialized programming, and integrations, we offer increased automation in enforcement services. Our integrated boot and tow program provides additional enforcement options that motivate citation payment and encourage compliance with the local parking laws.

Citation Issuance Programming

In order to maximize citation issuance efficiency, our units offer special features that allow officers to enter citations quickly while in the field. Programming features include:

- Drop down menus for all fields where users can choose from client determined preset options.
- Auto-fill option where the software will automatically populate suggested information based on previous citations.
- Location “zone” option where the locations presented in the drop down menu are specific to the zone chosen by the user.
- “Quick Ticket” feature which limits the amount of information needed to issue citations for specific violations.

Enforcement Programming

Our handheld software also offers unique capabilities for better tracking and improved overall enforcement. These include:

Function	Benefit
Automatic “grace” period for pay station time expiration	Reduces the number of frivolous appeals due to minor timed parking infractions.
Multiple integrations available on the same unit	Creates a more specialized tool for St. Pete Beach’s specific needs.
Image printing on the physical citation	Helps preserve the chain of evidence in citation disputes.
Public and private custom notes	Notes printed on citations allow for communication directly with violators. Private notes are used to for internal communication.
Create and customize hot lists	Client-specific administration for repeat offenders promotes parking rule compliance.
Create and manage boot/tow lists	Enhances boot/tow management, discourages repeat offenders, and increases citation collection rates.
Electronically chalk tires for timed parking zones	A more efficient method for recording and managing timed parking without defacing customer vehicles. These lists can be saved and exchanged between officers for more effective vehicle tracking.
Make notes regarding needed meter and signage repairs	Improves meter and sign maintenance for increased revenue and an improved customer experience.

Handheld Ticket Writer

Working with leading handheld hardware vendors, Complus prides itself on providing industry-leading, handheld citation writing technology. After careful consideration of the City’s needs and evaluation of the individual features of each unit in our handheld fleet, we propose that St. Pete Beach use the [Two Technologies N5 Scan](#). The newest in ruggedized, [one-piece technology](#), features specifically suited to St. Pete Beach’s enforcement program include:

- Integrated Wi-Fi capability for real-time citation upload
- [“Quick Ticket” issuance from a single screen](#)
- Ability to share marked tire information among devices to improve efficiency in timed parking programs
- Integrated bar code scanner for improved scanning ability of NY registration and MA inspection stickers as well as validating barcoded permits
- High-resolution color photo camera
- Hot swap batteries for extended battery life
- Able to withstand harsh weather conditions



Maintenance

Maintenance, repair, and replacement of the handheld equipment will be the responsibility of Complus for normal wear and tear. This includes handhelds, printers, batteries, chargers, and cables. Repairs, which, in the opinion of the original manufacturer or authorized repair facility, are required as a result of neglect or misuse of the equipment, will be made at the sole expense of the City.

On-going maintenance includes:

- Tech support for handheld programming and operational issues
- Operational support for the handheld reporting utility
- Updating of violation codes and locations if needed
- Replacement of damaged units due to normal wear and tear

Handheld Integrations

For improved enforcement and enhanced efficiency, Complus has integrated our handheld citation writers with various parking technologies, and consistently adds new integrations to broaden the flexibility of our services. These ancillary technologies include pay-by-cell, pay-by-plate, and multi-space meters, as well as License Plate Recognition and self-releasing boot services. We have active integrations with several leading parking industry providers in each of these technologies.

Laptop Enforcement Application

As an alternative for automated citation issuance or to replace handwritten book citations, St. Pete Beach may be interested in our Laptop Enforcement Application. Officers can take advantage of Complus enforcement software, which will be installed on an in-vehicle laptop, to issue citations from the convenience of an enforcement vehicle. The application can print to select in-vehicle printers, or new printers can be provided for additional cost.



Partnerships with Additional Enforcement Services

For improved enforcement and enhanced efficiency, Complus partners with providers of the following parking services.



License Plate Recognition Services

Complus has developed custom programming and services that work with License Plate Recognition technology and supports current end-to-end management of the citation lifecycle.

Self-Releasing Boot Services

Complus works with PayLock, a self-releasing boot provider. This service offers drivers the convenience of paying fines and boot fees on the spot and having immediate access to their vehicle without the need of boot release by parking enforcement officers.

System Security and Disaster Recovery

The FastTrack™ system is protected by both hardware and software components. Our authentication process ensures that only authorized devices and users can access the City's data through our system. In addition, security measures are in place to ensure that no St. Pete Beach employee can access data of Complus' more than 200 clients and vice versa. Data segregation from one client to another is critical factors in ensuring privacy standards are upheld.

Lastly, access to the FastTrack™ software is only granted through a secure https connection ensuring that all data is encrypted with a 256bit SHA1 SSL certificate during transmission.

User Restrictions

A system administrator in **FastTrack™** has the ability to control activity of all other users. Every single action can be turned on or off easily. The administrator can also add users, delete users, and change security options at any time.

Payment Application Security

Our Web Security Protocols are as follows:

- Client access to FastTrack™ data, as well as reports, is granted through a Citrix https connection secured with a 256 bit SSL certificate.
- Customer credit card payments are accepted solely through our parkingticketpayment.com (PTP) website and IVR systems, and are also processed via an https connection secured with a 256 bit SSL certificate.
- The PTP website undergoes an annual PCI assessment

Back-up Process and Business Continuity

Complus has a comprehensive backup system, including nightly back-ups of all files, full system redundancy, and backup telecommunication lines into our data center. We closely monitor our data center, telecommunications infrastructure and business applications to ensure optimal uptime of all systems.

Disaster Recovery Plan

Should unforeseen circumstances render our primary data center inoperative, Complus has established a backup data center and telecommunications infrastructure.

This secure disaster recovery co-location facility is located 125 miles from our headquarter office and Disaster Recovery tests are performed semi-annually to ensure full preparedness. Please contact us for more information on our disaster recovery plan.

The Complus Team

The following Complus team members have all been instrumental in the implementation and ongoing project management of the St. Pete Beach account. Complus team members will dedicate as much time as needed to ensure the effective and timely delivery of required City services. At Complus we pride ourselves on the fact that it is [our people that make the difference!](#)



Our client's benefit from a wealth of experience few companies can offer. Not only do we provide the expertise gathered from our years in the industry, but also the flexibility and varied skill set gained from working with diverse clients. Led by our Vice President of Client Services, Janine Marsigliano, our Client Service team translates these experiences into superior client support. Under her direction, Complus has successfully implemented more than 200 clients and maintains a 98.82% contract renewal rate.



As the technical component of our client support team, Help Desk and Field Support Technicians assist clients with technical questions, troubleshoot hardware issues, and provide onsite handheld training. As a former technician, Daniel Mascaro, the team's Information Technology Support Supervisor has extensive "in the field" experience and provides both technical expertise and administrative leadership. Daniel currently oversees Help Desk support to all Complus clients, assists with handheld implementations, and conducts regular client maintenance visits.

References:

Below are selected references that can attest to our technology, service and revenue generation expertise.

Client Name	State	Year Contract Started	Yearly Average Number of Tickets Issued	Yearly Average Revenue Collected	Contact Information
City of Bradenton	FL	2004	4,400	\$90,000	Bradenton Police Department Lieutenant Sean Monahan (941)932-9371 Civilian Administrator 100 10th Street West Bradenton, Florida 34205
City of Decatur	GA	2014	5,000	\$32,000	Jason Spoeth (404) 867-6163 jspoeth@spplus.com Decatur City Hall 509 N. McDonough St Decatur, GA 30030
City of Pensacola	FL	2008	8,500	\$94,700	Pensacola Downtown Improvement Board Lissa Dees, Director (850) 434-5371 lissad@downtownpensacola.com 226 South Palafox Street, Suite 106 Pensacola, FL 32502

Pricing

Complus is pleased to offer our products and services to St. Pete Beach for the following fee:

13% of parking ticket revenue collected

Ticket Issuance	Included
Three (3) - Two Technologies N5 Scan Handheld citation writers	x
Handheld peripherals including data plans, batteries, car chargers, charger cradles, cases, screen protectors, and styluses	x
Handwritten/Bookticket stock	x
Maintenance	Included
Maintenance, repair, and replacement of the handheld equipment will be the responsibility of Complus for normal wear and tear.	x
36 Month Technology Upgrade Policy	x
Software	Included
Three (3)- FastTrack ™ software licenses	x
Access to Ad-Hoc Reporting, Automated Standard Reports, and Handheld Reporting Utility	x
Back Office Support Services	Included
Payment processing for mail in payments	x
Preparation and mailing of delinquent violation notices (postage not included)	x
FL and Nationwide DMV queries for registered owner information	x
Online Services	Included
Secure IVR and online citation payments	x
Secure online appeals	x
Training and Support Services	Included
On-site system training and ongoing toll-free telephone support for St. Pete Beach team members	x
Online technical support for City violators via email (Webmaster)	x

Additional Pricing Terms

- For parkingticketpayment.com transactions, a \$3.50 per citation convenience fee is assessed to each transaction.
- Postage is reimbursable to Complus.
- Pricing for additional Complus services and products can be provided to the City upon request.

Appendix

Enhanced Back Office Processing Services

In addition to the **FastTrack™** management modules and services previously discussed, we also offer several optional back office processing services for nominal, supplementary fees. Each is designed to help alleviate strains on the parking office and allow St. Pete Beach employees to focus on other responsibilities.

Appeal Processing

To further reduce the burden on municipal resources, Complus staff can provide additional appeal processing.

Violator Call Center Service

In order to assist the public directly with citation questions, St. Pete Beach ticket recipients can have access to live customer service assistance via a nationwide, toll free number. Our representatives will follow a strict call script, approved by St. Pete Beach.

Permit Fulfillment Services

To alleviate the burden of preparing physical permits, Complus offers optional permit fulfillment services. Stickers and hangtags are printed and mailed by Complus staff on a pre-determined schedule defined by the St. Pete Beach.

Delinquent Collections

Using our extensive register owner look-up capabilities, violation noticing, and cutting edge technology, Complus clients average collection rate reaching 91%. As a result, many do not need a third party agency to help collect backlogged citations. However, upon request, Complus can offer optional collection services on older, unpaid violations. We will work with a collection agency of the client's choice to manage the process and ensure seamless transition of citation data and payment transaction(s).

AGREEMENT BY AND BETWEEN
CITY OF ST. PETE BEACH, FL (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

FASTTRACK™ SERVICES AGREEMENT

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into this ___ day of _____, 2017, by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road, Tarrytown, New York 10591, and the City of St. Pete Beach, FL ("CLIENT"), with offices at 155 Corey Avenue St. Pete Beach, FL 33706 (collectively referred to as the "Parties").

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;

WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment;
and

WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.
- b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2

hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.

- c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.
- b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from

or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

- d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.
3. Authorization Limitations and Restrictions. CLIENT shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:
- a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
 - b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
 - c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
 - d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
 - e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
 - f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner **FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;
 - g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
 - h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;

- i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
 - j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.
- 4. Equipment Repairs; Software Modifications. Repairs to the Equipment or reinstallation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- 5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to **FastTrack™** or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.
- 6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.
- 7. Compliance with Laws and Regulations. COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.
- 8. Reporting.
 - a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis, at the close of each month:
 - i. Aging of Account Receivables;
 - ii. Officer and PEO Performance Reports;
 - iii. Detail of Outstanding Tickets; and
 - iv. Year to Date Paid Summary Report.
 - b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a),

CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).

- c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of FL plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.
9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).
10. Indemnity.
- a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims, controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of COMPLUS. This provision shall survive the termination of this Agreement.
 - b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.
11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.
12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Term. This Agreement will remain in effect for a period of three (3) years from the date on which COMPLUS signs this Agreement (such date, the "Effective Date"). On the first (1st) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights

- a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.
- b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide **FastTrack™**, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the

nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

- c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
 - d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.
16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.
17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the Parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in Pinellas County, Florida. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.
18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed,

express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.
20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.
22. Entire Agreement. This instrument contains the entire agreement between the Parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the Parties hereto. This Agreement may be modified only by a written instrument signed by all the Parties hereto.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.

CITY OF ST. PETE BEACH, FL

By: _____

By: _____

Name: Ariel Kunar

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

SCHEDULE I
TO THE
***FASTTRACK™* SERVICES AGREEMENT**

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making ***FastTrack™*** available to CLIENT for remote electronic access and use by CLIENT.
- Vendor hosted payment portal for online and phone payments
- Payment processing for mail in payments
- Preparation and mailing of delinquent violation notices

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of providing access to ***FastTrack™***:

- Three (3) Two Technologies N5 handheld ticket writers, including data plans
- Handwritten/Book Ticket stock for life of the contract
- Three (3) Software License to COMPLUS' ***FastTrack™*** Ticket Management Software

AUTHORIZED MACHINES:

The Client Portal may only be installed on three (3) authorized machines.

**SCHEDULE II
TO THE
FASTTRACK™ SERVICES AGREEMENT**

FEE SCHEDULE:

- 13% of all parking ticket revenue collected
- Reimbursement for postage on delinquent notices mailed by COMPLUS on behalf of CLIENT
- Reimbursement for handheld ticket stock ordered by COMPLUS on behalf of CLIENT

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of FL laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

\$3.50 per parking ticket/code violation paid through COMPLUS' web interface.

The greater of 3.5% or \$5.00 per permit payment paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules,

regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

Equipment Fees:

Any handheld ticket writers that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit.

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

Issue Considered: Request approval of Task Order 2017-11 under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$23,315.00 for the design and contract documents of Stormwater improvements at 59th Avenue.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that GGI LLC (Genesis) provide design and contract document services for each of the eleven (11) areas that have been identified as draining poorly. The major drainage issues include ponding of water for extended periods of time. It appears that this ponding is caused by a variant of factors including existing curbs that lack positive drainage, inadequate inlets, damaged stormwater pipes, and tidal influence associated with low street elevations.

The 59th Avenue location will be the fifth to be evaluated. The Genesis team will evaluate each site individually to determine the appropriate Best Management Practices solution(s) for each location.

Funding: CIP – Stormwater Improvements (103-6108-537-5655)

Requested Motion: “I move to approve Task Order 2017-11 under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$23,315.00 for the design and contract documents of Stormwater Improvements at 59th Avenue.”

Attachment: Task Order 2017-11 from GGI LLC

**Reviewed by the
City Manager:**

WS



Civil Engineering
Landscape Architecture
Transportation
Urban Design
Planning
CEI

1000 North Ashley Drive
Suite 900
Tampa, Florida 33602-3718
Tel 813.620.4500
Fax 813.221.4980
www.GenesisGroup.com

December 14, 2017

Mr. Brett E. Warner, P.E.
City Engineer
Public Works Department
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Sent via e-mail: bwarner@stpetebeach.org

**RE: 59TH AVENUE DRAINAGE IMPROVEMENTS (TO #2017-11)
ST. PETE BEACH, FLORIDA
GGI PROJECT NO. 6140-015K**

Dear Mr. Warner:

GGI, LLC (dba Genesis) is pleased to submit Task Order 2017-11 to provide the City of St. Pete Beach (CLIENT) with Developing Design Drawings and Contract Documents for 59th Avenue Drainage Improvements associated with our Continuing Services Contract for Professional Design Services dated January 10, 2017.

The following subconsultants will provide their services as needed for this Task Order:

1. Dennis J. Benham – Survey
2. Contour Engineering – Geotechnical

Sincerely,

GENESIS

H. Phillip Keyes, P.E.
Associate Vice President, Public Infrastructure
Project Manager

cc: File 6140-015K

Attachments



Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	December 4, 2017
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<i>Firm Selected for Task</i>	Genesis
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<i>Task (Project) Name</i>	59th Avenue Drainage Improvements
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<i>Task Description (and other relevant details)</i>	This task order provides for developing design documents for 59th Avenue Drainage Improvements. The tasks included in the scope of work are: 1. Project Kick-Off Meeting and Site Visit 2. Topographic Survey 3. Geotechnical Investigation 4. Preliminary Submittal – 30% Design 5. Meeting/Workshop 6. Design Drawings and Contract Documents
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<i>Task Budget</i>	\$23,315.00
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<i>Task Proposal Due Date</i>	December 15, 2017
-------------------------------	-------------------

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the Public Works Department at 727-363-9243.

Acknowledgement of Task Order:

Brett E. Warner, PE
City Engineer
City of St. Pete Beach

H. Phillip Keyes, P.E. (Name)

Genesis (Firm)

CITY OF ST. PETE BEACH
CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES
TASK ORDER 2017-11
59TH AVENUE DRAINAGE IMPROVEMENTS

BACKGROUND AND SCOPE OF SERVICES OVERVIEW

During wet weather events stormwater ponds along the curb lines and into the street of 59th Avenue. This is due to low areas along the curb lines. The ponding within the low spots of the curbs do not provide for positive drainage to curb inlets that discharge to two existing outfalls. Therefore, the stormwater remains well after rain events until the water evaporates or infiltrates. Attachment A presents the project area and identifies the two existing stormwater outfall pipes.

The scope of services includes development of engineering plans and contract documents for drainage improvements within the 59th Avenue right-of-way. The design will include Best Management Practices (BMP's) to increase channelization of stormwater runoff to the two existing discharge outfalls and/or addition of infiltration systems. The scope of services also includes development of opinion of probable construction cost (OPCC). The scope of services does not include efforts associated with stormwater pump stations, development of utility easements, or subsurface utility engineering (SUE). It is also assumed that permitting services is not required for this project. Genesis will use Dennis J. Benham, PLS for survey services and Contour Engineering for geotechnical services.

The following provides a detailed task break down of the scope of services, schedule and fee for the project.

TASK 1 – PROJECT KICK-OFF MEETING AND SITE VISIT

Description: Attend a project kick-off meeting with client's project manager to review specific design parameters; identify available data which includes as built drawings and existing utility information, or any other pertinent information within the project area; and conduct a field review site visit.

TASK 2 – TOPOGRAPHIC SURVEY

Description: A comprehensive design level special purpose survey will be developed for the project area identified in Attachment A. The survey will be within street rights-of-way and drainage easements at a vertical accuracy necessary to provide an understanding of the direction of existing drainage patterns. This survey will also identify all above grade existing utilities information and invert/size/material of gravity piping when accessible and all other pertinent information required to develop the design drawings. This scope is based on the expectation that the City will mark its facilities and request the same from any utility franchises located within the right-of-way prior to initiation of field survey. NAD 83 (State Plane Coordinates) and NAVD 88 (datum for elevations) will be used to develop the survey.

The survey will be performed under the direct supervision of a Licensed Florida Land Surveyor. Surveys will be prepared in accordance with the Standards of Practice per the Florida State Board of Surveyors. The final deliverable will be an AutoCAD file that will serve as the basis of design. The topographic survey proposal is included within Attachment B.

TASK 3 – GEOTECHNICAL INVESTIGATION

Description: The geotechnical investigation will provide for two infiltration tests and analyses and the seasonal high groundwater elevation. The geotechnical proposal is included in Attachment C.

TASK 4 – PRELIMINARY SUBMITTAL – 30% DESIGN

Description: Genesis will prepare 30% design plans and opinion of probable construction cost (OPCC). The 30% documents include the preliminary drawings of the proposed BMP's such as additional inlets, piping, and infiltration systems. The submittal will identify existing utilities and potential conflict resolutions.

TASK 5 – MEETING WORKSHOP

Description: Genesis will attend a workshop meeting to review comments associated with the 30% designs and OPCC submittal. Comments will be addressed and incorporated within the 100% design submittal.

TASK 6 – DESIGN DRAWINGS AND CONTRACT DOCUMENTS

Description: Genesis will prepare 100% design plans and contract documents suitable for permitting and construction. Plans, contract documents, technical specifications, and updated Opinion of Probable Construction Cost (OPCC) will be provided for the City's review and comment. Review comments will be addressed, and final signed and sealed plans will be submitted. Plans will be prepared in AutoCAD (v. 2016 or newer).

The plan sheets anticipated consist of the following:

- Cover Sheet (1 Sheet)
- Survey Sheet (1 Sheet)
- General Notes (1 Sheet)
- Technical Notes (1 Sheet)
- Plan/profile sheets (plan sheets will be developed on a scale of 1' = 20') (2 Sheets)
- Standard Details (2 Sheets)

DELIVERABLES

Deliverables submittals include one (1) hard copy and a PDF electronic copy. The final submittal documents will be signed and sealed.

SCHEDULE

The schedule for developing the project is as follows:

Description	Weeks After NTP
Task 1 – Project Kick-Off Meeting and Site Visit	2
Task 2 - Topographic Survey	6
Task 3 – Geotechnical Investigation	6
Task 4 – Preliminary Submittal – 30% Design	10

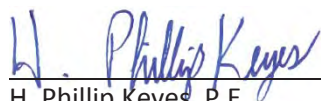
Description	Weeks After NTP
Task 5 – Meeting/Workshop	11
Task 6 – Design Drawings and Construction Documents	
100% Design Submittal	21
City Review	22
City Review Comments Addressed	24
Final Submittal	25

FEE

The fee breakdown for developing the project is as follows:

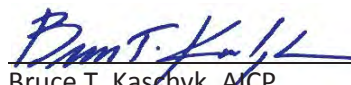
		Project Manager	Project Engineer	Engineering Intern	Design Technician	Administrative Assistant	Cost
Task	Description	\$170.00	\$95.00	\$90.00	\$75.00	\$55.00	
1	Survey Coordination	2				2	\$450.00
2	Geotechnical Coordination	2				2	\$450.00
3	Project Kick-Off and Site Visit	2	2				\$530.00
4	Preliminary Submittal-30% Design	2	32		50		\$7,130.00
5	Meeting/Workshop	2	2	2			\$710.00
6	Design Drawings and Specifications						
	Cover Sheet		1		2		\$245.00
	Survey Sheet		1		2		\$245.00
	General Notes Sheet	1	4	2	2		\$880.00
	Technical Notes Sheet	1	4	2	2		\$880.00
	Plan/Profile Sheets	4	16	8	50		\$6,670.00
	Standard Detail Sheet	1		2	4		\$650.00
	Reimbursable						
	Survey						\$2,975.00
	Geotechnical						\$1,200.00
	Expenses						\$300.00
	Total	17	62	16	112	4	\$23,315.00

GENESIS



H. Phillip Keyes, P.E.
Assoc. Vice President, Public Infrastructure
Project Manager

12/14/17
Date



Bruce T. Kaschyk, AICP
Senior Vice President
Tampa Division Manager

12/14/17
Date

ACCEPTED BY:

CLIENT Signature

Date

Typed/Printed Name and Title

ATTACHMENT A

LOCATION MAP



ATTACHMENT B

TOPOGRAPHIC SURVEY PROPOSAL

DENNIS J. BENHAM
PROFESSIONAL SURVEYOR AND MAPPER

December 11, 2017

Mr. H. Phillip Keyes, P.E.
Genesis
1000 N. Ashley Drive
Suite 900
Tampa, Florida 33601

RE: Land Surveying Proposal
59th Avenue Drainage Improvements
City of St. Petersburg Beach, Florida

Phillip,

In response to your request for land surveying services, the following proposal has been prepared.

Scope of Services

1. Set GPS Control Points for the project. A minimum of two (2) control points will be set. Control points will relative to the Florida state Plane Coordinate System, West Zone, 1983-2011 adjustment and relative to the North American Vertical Datum (NAVD) of 1988.
2. Topographic data will be collected at a fifty foot (50') cross section interval from the center line of the street to approximately five feet (5') beyond the apparent right of way line. In addition, all "break lines" such as edge of pavement, back of curb, top of bank etc will be delineated.
3. Locate all improvements within the limits of survey. This will include the location of buildings, fences, pavement, sidewalks, curbing etc.
4. Locate trees five inches (5") in diameter and greater within the limits of survey.
5. Locate above ground evidence of utilities. This will include the location of utility poles, telephone markers, water valves etc.
6. Locate sanitary sewer and storm sewer structures. Pipe sizes and invert elevations will be obtained.
7. Upon completion, a survey drawing will be prepared. Digital files in PDF and DWG format will be supplied.

Lump Sum Fee: \$2,975.00

Don't hesitate to contact me if you have any questions concerning this proposal.

Sincerely,

Dennis J Benham

Dennis J. Benham, P.S.M.
11921 Wandsworth Drive
Tampa, Florida 33626
Mobile: (813) 403-0220

ATTACHMENT C

GEOTECHNICAL PROPOSAL



December 13, 2017

Mr. Phillip Keyes, P.E.
Genesis Group
1000 N. Ashley Drive
Suite 900
Tampa, FL 33602

RE: Proposal for Geotechnical Engineering Services
 Proposed 59th Avenue Stormwater Improvements
 St. Pete Beach, Florida
 Contour Proposal No: G17GEN 435

Dear Mr. Keyes:

Contour Engineering, LLC (Contour) appreciates the opportunity to submit this proposal for a geotechnical engineering services for the above referenced site. The proposed development will consist of the design and construction stormwater improvements.

The project site is located along 59th Avenue in St. Pete Beach, Florida. Contour proposes to provide information consisting of estimated infiltrations rates and seasonal high groundwater levels, and soil conditions in support of the proposed project.

SCOPE OF WORK

Contour will conduct a geotechnical evaluation of the project site. The associated scope of work will consist of the following:

- 1) A review of published information will be conducted to determine the soil types documented in or around the project site. Documents and files to be reviewed include the Natural Resources Conservation Service (NRCS) On-line Soil Survey, Published information concerning geology of the area, and USGS topographic maps for the site.
- 2) A site visit will be conducted to observe and document on-site conditions. On site conditions will be evaluated through visual observations.
- 3) Two (2) hand auger soil borings to five feet and two (2) double ring infiltrometer (DRI) will be performed at the subject site. The borings and DRI's will be performed at approximate evenly spaced intervals at accessible locations along 59th Avenue. We have assumed that the DRI's will be performed within 2 feet of the ground surface.

- 4) Sunshine 811 will be contacted to locate underground utilities at the subject site prior to performing our field program.
- 5) A Geotechnical Report documenting the findings, including graphics will be prepared and submitted for review. The report will include the following information:
 - Description of existing surface and subsurface conditions;
 - Recommendations for infiltration rates and seasonal high groundwater.

FEE & SCHEDULE

We will complete the proposed work for a lump sum fee of \$1,200. Based on our current schedule we can complete our proposed scope of work within a week of your notice to proceed.

CRITICAL ASSUMPTIONS

- The client/property owner will supply Contour Engineering, LLC current site and grading plans, if available and layout of any proposed elements and existing above-ground and subsurface utilities, pipelines, etc.
- The client will secure appropriate approvals from property owners and tenants for Contour Engineering, LLC to access and investigate the property.

CLOSING

Contour appreciates the opportunity to provide this proposal for geotechnical services. Please do not hesitate to contact the undersigned if you have any questions or require additional information.

Sincerely,
Contour Engineering, LLC



Scott D. Thomson, P.E.
Principal Engineer

Copies Submitted: Via Email: Addressee (1)



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

Issue Considered: Request approval of a Utility Easement dedicated to Frontier Communications for the relocation of their Nitrogen Pump System and under-grounding of the associated electrical service at 3300 Gulf Blvd.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach requested that Frontier Communications relocate the existing Nitrogen Pump System as part of their ongoing conduit installation along Pass-A-Grille Way. The proposed location would place the pump in an unused area within the Don Vista Building's parking lot, three and a half feet behind the western lot line of Gulf Blvd. The proposed area into which the Nitrogen Pump System will be relocated is six feet wide by six feet long. The relocation of this pumping system was requested in order to enhance the entrance into the Pass-A-Grille community and provide a beautified gateway into the newly reconstructed first phase of Pass-A-Grille Way.

Requested Motion: "I move to approve the Utility Easement dedicated to Frontier Communications for the relocation of their Nitrogen Pump System and under-grounding of the associated electrical service at 3300 Gulf Blvd."

Attachment: Easement Survey

**Reviewed by the
City Manager:**

WS

SCHEDULE "A"
UTILITY EASEMENT

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 07, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, BEING A PORTION OF LOT 10, BLOCK 6, DON CE-SAR PLACE, AS RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20 AS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 6, DON CE-SAR PLACE, AS RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20 AS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING A FOUND 5/8" IRON ROD AND CAP, CAP NOT LEGIBLE; THENCE NORTH 10°21'36" WEST ALONG THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 461.41 FEET TO A POINT; THENCE SOUTH 79°38'24" WEST, A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 79°38'24" WEST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 10°21'36" WEST ALONG A LINE 9.5 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 79°38'24" EAST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE SOUTH 10°21'36" EAST ALONG A LINE 3.5 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 36 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO, THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE, WITH THE EAST LINE OF BLOCK 6, DON CE-SAR PLACE, AS RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20 AS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, HAVING A BEARING OF NORTH 10°21'36" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION & CERTIFICATION

SHEET 1 OF 2

DATE: 12/26/2017
PROJECT NUMBER: 170131
DRAWN: J. SCHWARTZ
CHECKED: J. SCHWARTZ

**3300 GULF BOULEVARD
ST. PETE BEACH, FLORIDA
UTILITY EASEMENT**



3918 N. HIGHLAND AVENUE, TAMPA, FLORIDA 33603
PHONE: (813) 361-2644, FAX: (813) 223-2469
PROFESSIONAL SURVEYOR & MAPPER BUSINESS
LICENSE NUMBER: LB8232

SKETCH OF DESCRIPTION

LOT 11

DON CE-SAR PLACE
PLAT BOOK 13, PAGES 15-20

LOT 10
BLOCK 6

N79°38'24"E
6.00'

N10°21'36"W
6.00'

S79°38'24"W
6.00'

POINT OF BEGINNING
S79°38'24"W
3.50'

LOTS 1 THROUGH 9

POINT OF COMMENCEMENT
SE CORNER OF LOT 1, BLOCK 6
FOUND 5/8" IRON ROD AND CAP
CAP NO LEGIBLE

FLORIDA AVENUE (PLAT)
GULF BOULEVARD (FIELD)
70' RIGHT OF WAY PER PLAT

EAST LINE
OF BLOCK 6

N10°21'36"W
461.41'



0 5 10
SCALE: 1"=10'

SECTION 07,
TOWNSHIP 32 SOUTH,
RANGE 16 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION AND GENERAL NOTES

SHEET 2 OF 2

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HERECY.

Jeffrey M. Schwartz

12-29-2017

REVISION

BY

DATE

JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618

DATE

DATE: 12/26/2017

PROJECT NUMBER: 170131

DRAWN: J. SCHWARTZ

CHECKED: J. SCHWARTZ

3300 GULF BOULEVARD
ST. PETE BEACH, FLORIDA
UTILITY EASEMENT



3918 N. HIGHLAND AVENUE, TAMPA, FLORIDA 33603
PHONE: (813) 361-2644, FAX: (813) 223-2469
PROFESSIONAL SURVEYOR & MAPPER BUSINESS
LICENSE NUMBER: LB8232

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

Issue Considered: Request approval of the payment of Invoice FLFLE04331217 from Frontier Communications in the amount of \$13,023.61 to underground Frontier facilities on Pass-A-Grille Way from West Maritana Drive to 19th Avenue.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: As part of the Pass-A-Grille Way Reconstruction Project, the City asked all pole-based, above ground utility providers to provide the City with a cost estimate to underground these facilities.

On May 29, 2015 the City received a Billing Estimate for Verizon to perform undergrounding of their facilities south from West Maritana Drive to 19th Avenue on the east and west sides of Pass-A-Grille Way. The estimated cost of this work effort by Verizon was \$38,119.59.

The initial Estimate represented the advance payment required from the City in order to schedule the work. Upon job completion, the City received the attached invoice for the difference between the estimated cost and final cost of the undergrounding effort.

Funding: CIP – Pass-A-Grille Way Reconstruction, Phase I
(301-8000-590-5650)

Requested Motion: “I move to approve the payment of Invoice FLFLE04331217 from Frontier Communications in the amount of \$13,023.61 to underground Frontier facilities on Pass-A-Grille Way from West Maritana Drive to 19th Avenue.”

Attachment: Frontier Invoice FLFLE04331217

**Reviewed by the
City Manager:**

WS



INVOICE

Billing Date: 12/13/2017
Bill Number: FLFLE04331217
Bill Type: GEN
Project Number: 70330-4133151
Questions? Call: 877-462-6640

Description:

UNDERGROUND VERIZON FACILITIES ALONG PASS A GRILLE WAY. REQUEST FROM IAN WADE WITH CITY OF ST. PETE BEACH TO UNDERGROUND THE EXISTING AERIAL FACILITIES FROM WEST MARITANA DR SOUTH TO 19TH AVE ALONG BOTH SIDES OF PASS A GRILLE WAY, AUTHORIZED ON 6/11/2015 BY WAYNE SAUNDERS

Charge Description:	Hours:	Amount:
Labor Hrs 15 HOURS ENGINEERING TIME	15.00	\$1,443.01
23 HOURS TECH TIME	23.00	\$1,358.05
Material CABLE FILL PE-89 8M AL50X24 -4400', STUB CABLE 10A1 50/24 25FT LON -1 , 25PR/22GA CMAW-25 CABLE -25'	0.00	\$3,902.25
Misc Mat.	0.00	\$1,300.07
Provisioning	0.00	\$1,646.54
Contractor LAMBERTS, KCI, ROADS SAFE, BARTECH, TESINC	0.00	\$41,493.28
Other: PREPAID VZ# 9SFZ23128P0A2SLZ	0.00	\$-38,119.59

Total Amount Due Upon Receipt: \$13,023.61

Please write the Bill Number on your check. Mail bottom stub with your payment to address below.

In the event your check for payment of your Frontier Communications invoice is returned by your bank for insufficient or uncollected funds, Frontier may resubmit your check electronically to your bank for payment from your checking account.



SPECIAL PROJECT BILLING

CITY OF ST. PETE BEACH

Attention To: WAYNE SAUNDERS

155 COREY AVE

ST. PETE BEACH, FL 33706

Bill Number: FLFLE04331217

Total Amount Due Upon Receipt \$13,023.61

Please Pay By: 1/12/2018

\$, , .

Frontier Communications

ATTN: Chris McElrath/SPB

PO BOX 23197

Rochester, NY 14692-3197

St. Pete Beach City Commission Agenda Report

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,420.00 for Pump Replacement Stock.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that Kimley-Horn and Associates, Inc. prepare a proposal to develop a program for City maintenance staff to maintain the pumps within the three (3) pump stations and fourteen (14) lift stations owned and operated by the City.

To perform their evaluation, Kimley-Horn and Associates, Inc. staff will visit each of the above stations in order to review the type of each pump, the historic runtime data and operating parameters for each pump, maintenance history of each pump, pump overhaul cost, review the manufacturer's overhaul recommendations, and review any as-built record drawings and repair history.

Following the evaluation, Kimley-Horn and Associates, Inc. will provide the City with a Pump Overhaul Schedule, a Pump Evaluation Report, an updated Operation and Maintenance manual for each pump station and lift station, and an updated ArcGIS Geodatabase containing all of the City's pumps.

Funding: CIP – Pump Replacement Stock
(301-8000-590-5650)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,420.00 for Pump Replacement Stock.”

Attachment: Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:**

WS



INDIVIDUAL PROJECT ORDER

September 1, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Pump Evaluation and Maintenance Program

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services to develop a program for City maintenance staff to maintain the pumps within the three (3) pump stations and fourteen (14) lift stations owned and operated by the City of St. Pete Beach. The pump/lift stations included in this contract are as follows:

- Pump Station No. 1 - 3
- Lift Station No. 4-17

The Engineer will provide general engineering services as described in the specific scope listed in Task 1 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Evaluation Report and Operation and Maintenance Manuals

- A. The Engineer will provide an Evaluation Report as well as updated Operation and Maintenance Manuals for each pump by reviewing the following information:
 1. Review the type of pump shown for each location to ensure the pump is identified correctly.
 - i. City to pull pumps in conjunction with Kimley-Horn site visit to verify pumps and serial numbers.
 2. Review operating parameters of each station and review historical runtime data to evaluate if pump is operating as designed.
 3. Review of the pump overhaul schedule (provided by the City) to make sure each pump is overhauled in the correct year at 5 year increments.
 4. Review the cost associated with overhauling each type of pump

5. Review the scheduling of each pump to make sure the City is meeting the manufacture's recommendations for cyclic overhaul
6. Review the manufacturer's recommendation as to when pumps must be replaced and the estimated cost of replacement
7. Review any associated as-built/record drawing information to track any repairs recorded to date

This task will require extensive coordination with City staff and includes up to two (2) on-site meetings to obtain information for each pump and station. Deliverables for this task will include the following:

- A. Revised Pump Overhaul Schedule spreadsheet with the results from this task including recommended cyclical maintenance program based on manufacturers requirements for each station
- B. Report outlining the overall evaluation of each pump station and lift station
 - Draft Report will be provided to the City for review. One (1) review meeting is included in this task to review the report with the City. Two (2) rounds of revisions are included in this task based on comments from City staff.
- C. Individual binder for each station including the following information:
 - Station location exhibit, as-built information if available
 - Pump Cut Sheet, Operating Parameters, Manufacturers recommendations
 - Maintenance Checklist to be utilized by City Staff
 - Log to track all pump malfunctions or failures
- D. Updated ArcGIS database for pumps that will include the selected data established in this Task

PROJECT DELIVERABLES

- A. The deliverables to be provided for this project include:
 - Two (2) hard copies of the Pump Overhaul Schedule and one digital copy electronically submitted.
 - Two (2) hard copies of the Draft Pump Evaluation Report and (2) hard copies of the final Overall Pump Evaluation Report

- One binder for each individual pump/lift station with specific operating and maintenance information; one master binder with all stations included, and one digital copy electronically submitted.
- Updated ArcGIS Geodatabase for Pumps owned by the City

The City shall provide and complete the following:

- Existing information and drawings as needed and available
- Review and comment on the deliverables,
- Attend and participate in project meetings

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1 for a Lump Sum fee of \$33,420.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Evaluation Report and Operation and Maintenance Manuals	\$33,420.00
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TOTAL	\$33,420.00
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ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

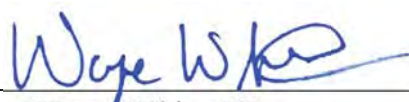
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 9/1/2017

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,953.00 for Smoke Detection Services During Construction and Compliance Coordination.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested Kimley-Horn and Associates, Inc. provide a proposal to provide engineering services for the Smoke Detection Construction effort within the City's Inflow and Infiltration program. Scope of services includes preparation of the construction package for use by the smoke detection contractor during construction, construction observation services, and post construction rehabilitation packages for each lift station basin.

Kimley-Horn and Associates, Inc. will update an ArcGIS geodatabase for the assets that are repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.

Following the smoke detection effort, Kimley-Horn and Associates, Inc. shall provide rehabilitation packages for use by the City code enforcement officer to ensure the repair of private sewer laterals is being performed.

Funding: CIP – Wastewater Inflow and Infiltration
301-8000-590-5650

Requested Motion: "I move to approve the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$33,953.00 for Smoke Detection Services During Construction and Compliance Coordination."

Attachment: Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:** 



INDIVIDUAL PROJECT ORDER

November 15, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Smoke Detection Services During Construction and Compliance Coordination

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services in connection with the Smoke Detection Construction Contract for the City of St. Pete Beach over fiscal year 2018.

The Engineer will provide general engineering services as described in the specific scope listed in Tasks 1 - 3 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Construction Package

- A. The Engineer will provide a construction package for the smoke detection contractor to utilize during the project.
- B. Construction package will include the following:
 - a. Exhibits showing the location and designation of each asset to be inspected using smoke detection. The exhibits will include the City's entire gravity sewer system (approximately 815 manholes, 90 cleanouts, and connected gravity pipes). It is the City's intent to complete Smoke Testing on the entire wastewater collection system.
 - b. Tabular list of assets released for smoke detection with a description of what information is to be provided and included in the smoke detection report and defect analysis.

Task 2 – Services During Construction

Engineer shall provide construction observation services during the smoke testing process. Engineering services associated with Task 2 shall include the following:

- A. Engineer will conduct a pre-construction conference, prepare an agenda for the meeting, and prepare minutes of meeting to be distributed to the Contractor and City.
- B. The Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- C. Engineer will conduct up to two (2) project site visits during Smoke Testing.
- D. Engineer will provide recommendations for changes, if necessary, which may be required within the scope of the project during construction. Engineer will prepare discretionary items for a maximum of three work directive changes or change orders per IPO, if required, for City approval.
- E. Engineer will update ArcGIS database for the assets that have been repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.

Task 3 – Post Smoke Detection Rehabilitation Packages

Engineer shall provide rehabilitation packages for use by the City code enforcer following the completion of the smoke detection construction component. These packages will utilize the deliverable provided by the Smoke Detection Contractor and will identify defects within the City's sewer system. Defects will be grouped by their lift station basin. Engineering services associated with Task 3 shall include the following:

- A. The Engineer will provide rehabilitation packages for each lift station basin, a maximum of seventeen packages total. Each Package will include the following information:
 - a. All defects identified by Smoke Testing Contractor in each lift station basin with picture identification
 - b. Defect location including latitude/longitude as provided by Contractor
 - c. Corresponding upstream/downstream manhole for each defect as provided by Contractor

- d. Identification of defect type and whether defect is part of public or private infrastructure
- e. Recommended approach for the rehabilitation of defects and opinion of probable cost for the rehabilitation method based on the City's current contracts. Rehabilitation recommendations and opinions of probable cost will be included in the tabular data of the defects.
- B. The Engineer will conduct up to three (3) coordination meetings with City Staff, including a kick-off meeting following the completion of the smoke testing.
- C. The Engineer will provide a list of certified contractors that can rehabilitate/replace the defect identified.

PROJECT DELIVERABLES

- A. The deliverables to be provided for this project include:
 - Construction meeting minutes – electronically submitted,
 - Two (2) hard copies of the construction package and one digital copy electronically submitted.
 - Two (2) hard copies of each rehabilitation package and one digital copy electronically submitted

The City shall provide and complete the following:

- Existing information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-3 for a Lump Sum fee of \$33,953.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Construction Packages	\$5,275.00
Task 2 – Services During Construction	\$10,513.00

Task 3 – Post Smoke Detection Rehabilitation Packages

- A. Maximum of 17 Rehabilitation Packages Total \$18,165.00
 - a. \$1,068.53 per Package

TOTAL OVER FISCAL 2017

\$33,953.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

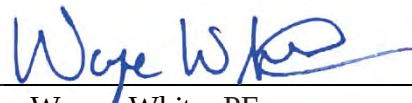
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 11/09/2017

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PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: Smoke Detection
 Project Number: 11/9/2017
 Date Prepared: Shelby Hughes
 Estimated By:

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)	TOTAL (\$)
		Principal	Senior PM	Senior Eng	Sr Project Engineer	Project Eng	Designer	Admin Asst.		
1	Construction Package	210.0	192.5	157.5	140.0	105.0	140.0	52.5		
A	GIS Exhibits				3	6				
B	Coordination with USSI/Research for Data Input Requirements				3	6				
C	Meeting with City				4	4			\$200	
D	Tabular Data for all Sanitary Pipes				4	10				
E	Senior QC/PM Input		2							
	Subtotal (Hours)	0	2	0	14	26	0	0	200	
	Task Total (Dollars)	\$0	\$385	\$0	\$1,960	\$2,730	\$0	\$0	\$200	\$5,275
2	Construction Phase Services									
A	Pre-construction Conference and prepare minutes from meetings				4	6				
B	Shop Drawing/Material/Submittal Reviews				2	4		4		
C	Visit project site(s) at appropriate stages of the work to observe the progress of the work and report observations Conduct frequent project site visits and prepare punch list items to be corrected or completed at the substantial and final completion stages of the work. (2 SITE VISITS)								\$800	
D	Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction.		1		4	9				
E	ArcGIS Database Update				10	15				
	Subtotal (Hours)	0	1	0	32	46	0	4	\$800	
	Task Total (Dollars)	\$0	\$193	\$0	\$4,480	\$4,830	\$0	\$210	\$800	\$10,513
3	Rehabilitation Packages									
	Create GIS Exhibits (2 hrs EI per Pkg x 17 pkgs = 30) (.5hr PE per Pkg x 17 Pkgs =9)				9	34				
	Create Tabular Lists (2 hrs EI per Pkg x 17 pkgs = 34) (1 hr PE per Pkg x 17 Pkgs = 17)				17	34				
	Meeting/Coordination with City Code Enforcer				12	12				
	Great list of contractors to complete rehabilitation work for repairs					4				
	Recommended Approach and OPC for each defect (.25 hours*100 defects)				10	25				
	Subtotal (Hours)	0	0	0	48	109	0	0	\$0	\$0
	Task Total (Dollars)	\$0	\$0	\$0	\$6,720	\$11,445	\$0	\$0	\$0	\$18,165
	Total Project Cost (Dollars)								\$1,000	\$33,953

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

Issue Considered: Request approval of the estimate from USSI, LLC in the amount of \$116,278.85 for Sanitary Sewer Smoke Testing.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that USSI, LLC provide an estimate to perform smoke testing on the Sanitary Sewer system. The City will piggy-back on a Toho Water Authority contract with USSI, LLC. USSI, LLC will perform smoke testing on the entire system, and provide the City with a report detailing the defects on the City's system, as well as private laterals that feed into it. This is a fourth component to the overall I&I program and is funded from carry-over FY17 funds.

Funding: CIP – FY17 Wastewater Inflow and Infiltration
101-6107-535-5633

Requested Motion: "I move to approve the estimate from USSI, LLC in the amount of \$116,278.85 for Sanitary Sewer Smoke Testing."

Attachment: Services Agreement
Estimate from USSI, LLC
Toho Water Authority Contract

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Smoke Testing

This is an Agreement (the “Agreement”) entered into by and between the City of St. Pete Beach (hereinafter "City") and USSI, LLC (hereinafter "Contractor"). The City and Contractor together shall be referred to as the “parties.”

WHEREAS, Contractor is currently under contract with Toho Water Authority for In-flow Abatement Services (the “Toho Contract”); and

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City’s purchasing policy adopted by the City Commission, the City is authorized to “piggy-back” onto the Toho Contract for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its “piggy-back” authority and has provided a proposal to the City with the same or similar unit pricing as the Toho Contract; 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, 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 A. **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 sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than

September 30, 2018 ("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 deliver all of the goods or 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 satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Contractor fully warrants that all services and/or goods 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.

11. 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.

12. 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.

13. 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.

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

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

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract (Exhibit "B")
- c. Contractor's proposal to the City (Exhibit "C")

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

17. 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.

18. 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:

USSI, LLC
752 Commerce Drive, Suite 15
Venice, FL 34292

As to City:

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

19. 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.

20. 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.

21. 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.

USSI, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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 “B”
(Contractor’s “Piggy-Back Contract”)

EXHIBIT “C”
(Contractor’s Proposal to the City)

USSI, LLC
752 Commerce Drive
Suite 15
Venice, FL 34292
(888)645-9570
lucy@ussiusa.com

ESTIMATE

ADDRESS

St Pete Beach
Mike Clarke
7581 Boca Ciega Dr.
St Pete Beach, FL 33706

SHIP TO

St Pete Beach
7581 Boca Ciega Dr.
St Pete Beach, FL 33706

ESTIMATE # 1265**DATE 11/02/2017****EXPIRATION DATE 12/08/2017****SALES REP**

Eric McRoberts

ACTIVITY	QTY	RATE	AMOUNT
ST Smoke Test With Detailed Report of Defects	235,535	0.23	54,173.05
LDL Plug Supply & Install LDL Plug	90	68.12	6,130.80
Manhole Inspection Manhole Inspection	815	34.50	28,117.50
Inflow Defender HDPE Inflow Defender	815	30.50	24,857.50
CUST INSP FEE Software Programming for additional Fields	1	3,000.00	3,000.00

Name of Project Smoke Detection Program

TOTAL

\$116,278.85

Accepted By

Accepted Date



**“PROTECTING OUR NATURAL
RESOURCES THROUGH
TECHNOLOGY”**

**“PIGGY BACK”
PACKAGE**

**USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM



CONTENTS:

- 1. INVITATION TO BID**
- 2. USSSI PROPOSAL**
- 3. AWARD**
- 4. CONTRACT**

USSSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSSIUSA.COM



SECTION

1

INVITATION TO BID

**USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT
SERVICES

BID NO:

IFB-15-065

ISSUE DATE:

April 27, 2015



SUBMIT BID TO:

Toho Water Authority
Procurement Services, 3rd Floor
951 Martin Luther King Blvd.
Kissimmee, FL 34741

CONTACT PERSON:

Felicia Holmes, Procurement
Services Manager

EMAIL ADDRESS:

procurement@tohowater.com

PHONE:

(407) 944-5181

FAX:

(407) 931-4308

PRE - BID CONFERENCE:

N/A

**DEADLINE FOR WRITTEN
QUESTIONS:**

Friday, May 1, 2015, at 5:00 p.m.

BID DUE:

Tuesday, May 12, 2015, at 2:00 p.m.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL
AUTHORITY PROPERTIES.**

SECTION 1
GENERAL TERMS AND CONDITIONS
PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached “No Bid” Response form.
- 1.5 BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.
- The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.
- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
 - b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
 - c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
 - d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
- a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority’s Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
 - c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.
- 1.8 ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.
- 1.9 IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
- b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
- c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
- d. BID – a price and terms quote received in response to an IFB.
- e. PROPOSAL – a proposal received in response to an RFP or RFQ.
- f. BIDDER – person or firm submitting a Bid.
- g. OFFEROR – person or firm submitting a Proposal.
- h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
- i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
- j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
- k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
- l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

- 3.1 BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVE EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:
- the ability, capacity and skill of the Bidder or Offeror to perform as required
 - whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
 - the character, integrity, reputation, judgment, experience and efficiency of the bidder
 - the quality of past performance by the Bidder or Offeror
 - the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
 - the sufficiency of the Bidder's or Offeror's financial resources
 - the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
 - the ability of the Bidder or Offeror to provide future maintenance, service or parts
 - the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

- 4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
- 4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.
- 4.4 PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 4.5 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror

believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages, including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED

and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

- 6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.
- 6.7 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or

alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 6.9 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.
- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.
- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

7.6 REPLACEMENT: Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.

7.7 PACKAGING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- a. purchase order number/contract number
- b. name of article and stock number
- c. quantity ordered
- d. quantity shipped
- e. quantity back ordered
- f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

7.8 SAMPLES: Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

8.1 PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING: Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 DISPUTES: In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.

8.3 NO CONSEQUENTIAL DAMAGES: Consequential damages shall not be available to a Contractor for breach of contract by the Authority.

8.4 NO DAMAGES REMEDY TO OFFEROR OR BIDDER: An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.5 PERSONAL PRONOUNS AND TERMINOLOGY. The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term “Authority” used in the bid documents refers to Toho Water Authority.

The term “Contractor” refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term “Contractor” refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term “Successful Bidder” refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than Friday, May 1, 2015, at 5:00 p.m.** to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder’s knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date

Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

- D.** Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).
- E.** A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECEIPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 LOCAL VENDOR PREFERENCE POLICY

This policy will apply only to:

- A. Contracts equal to or less than \$2,000,000.00
- B. Equipment and commodity purchases equal to or less than \$150,000.00

The local vendor preference is applicable to any request for quotation and/or formal bid solicitation by the Toho Water Authority that meets the price criteria above.

A qualified local vendor who has submitted the lowest responsive and responsible bid from all local vendors who submit a bid in response to a solicitation and whose bid is within three percent (3%) of the lowest responsive and responsible bid will be provided the opportunity to match the lowest responsive and responsible bid from bid submittals within three (3) business days of the bid opening. If the local vendor agrees in writing to match the lowest responsive and responsible bid, the purchase/contract will be awarded to the local vendor. If the local vendor does not agree to match the lowest responsive and responsible bid, the purchase/contract will be awarded to the lowest responsive and responsible bidder.

To qualify as a local vendor, the following criteria must be met:

- A. Has it headquarters, manufacturing facility, locally-owned franchise, or an operating branch located in, or having a street address within the legal boundaries of Osceola County (including the City of St. Cloud and its Chapter 180 service area) or the Authority's service area in Polk County or in Orange County for at least one (1) year immediately prior to the issuance of the request for quotation or formal bid solicitation. (Post office boxes do not qualify as a verifiable business address).
- B. Maintains a valid or current business license issued by a jurisdiction located in the geographic area described in section A above for at least one (1) year prior.
- C. Pays business and/or real property tax due to Osceola, Polk or Orange Counties and have paid such tax for the most recent tax year.

A local vendor may become pre-qualified prior to submitting a bid or quotation by submitting the following:

- A. A physical address
- B. A copy of a current Osceola County or, as applicable, Polk or Orange County Local Business Tax Receipt (formerly known as an occupational license) or local business tax receipt from another local jurisdiction located in Osceola County or, as applicable, in Polk or Orange Counties, to verify the business; and
- C. Proof of payment of business license and/or real property tax due to Osceola County, or as applicable, Polk or Orange County.

Exceptions to this policy shall include, but are not limited to the following:

- A. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallows local preference;
- B. Purchases made through a cooperative agreement (i.e., one or more agencies combining requirements in order to benefit from discounts that may be obtained through volume purchasing);
- C. Purchases made from another agency's agreements or contracts (i.e., piggy-backing);
- D. Purchases subject to Section 287.055 Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA), as amended;
- E. Procurements subject to formal proposal where price is not a primary factor and/or is not part of the criterion and; therefore, not subject to local vendor preference; however, a firm's location may be considered in the evaluation criterion.

2.24 REFERENCES

Each Bidder must submit with its Bid, three (3) references (**See Attachment D, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3**3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS****3.1 INTRODUCTION AND INTENT**

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water

- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- the street address
- GPS coordinates of observation
- a digital photograph illustrating the observation (minimum of 5 megapixel)
- specific notes to permit follow-up activity

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map.

Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and four CD-Rom copies of the same.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:

- Estimate the amount of gallons entering the various defects per one inch rain fall
- Estimate the amount of gallons entering the smoked area per one inch rain fall
- Estimate the cost to process the inflow entering the various defects per one inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12"

below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney

- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

3.3 QUALIFICATIONS OF BIDDER

- A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.
- B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.
- C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph are in addition to those required herein.
- D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
 1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
 2. An example of the report provided to a public utility client as a result of performing the work.
 3. Five years of experience applying the specified chimney seal product and examples of completed work.
 4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com.

The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. Worker's Compensation: The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

B. Comprehensive General Liability: The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.

C. Comprehensive Automobile Liability: The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

D. Umbrella Liability: The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.

E. Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority’s Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority’s Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4

SECTION 5 SUBMITTAL REQUIREMENTS

Submit in following order:

- A. One (1) completed original and two (2) copies of bid submittal, plus an electronic copy saved on CD or memory stick
- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may cause for the Bid to be considered non-responsive.**
- C. Drug Free Workplace Certification
- D. Substitute W-9
- E. List at least five (5) recent references on the Reference Form (Attachment D) where the proposed product or service has been used.
- F. Non-Collusion Affidavit
- G. Local Vendor Preference for Vendors (if applicable)
- H. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The Authority also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contract of similar nature or who is not in a position to perform properly this award. The Authority reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing. (Note: Subcontractors not allowed for this bid.)

END OF SECTION 5

**SECTION 6
BID FORM**

DATE: May 7, 2015



SECTION

2

PROPOSAL

USSI

**752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT
SERVICES

BID NO:

IFB-15-065

ISSUE DATE:

April 27, 2015



SUBMIT BID TO:

Toho Water Authority
Procurement Services, 3rd Floor
951 Martin Luther King Blvd.
Kissimmee, FL 34741

CONTACT PERSON:

Felicia Holmes, Procurement
Services Manager

EMAIL ADDRESS:

procurement@tohowater.com

PHONE:

(407) 944-5181

FAX:

(407) 931-4308

PRE - BID CONFERENCE:

N/A

**DEADLINE FOR WRITTEN
QUESTIONS:**

Friday, May 1, 2015, at 5:00 p.m.

BID DUE:

Tuesday, May 12, 2015, at 2:00 p.m.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL
AUTHORITY PROPERTIES.**

Have you supplied all the Submittal Requirements outlined below?

- ☒ One (1) original and one (1) copy of the Bid Form, plus CD or memory stick
- ☒ Any addenda pertaining to this solicitation
- ☒ Drug Free Certification
- ☒ Substitute W-9
- ☒ References (3)
- ☒ Non-Collusion Affidavit
- ☒ Local Vendor Preference for Vendors
- ☒ List of Possible Subcontractors **(Not allowed for this bid.)**
- ☒ Certificate(s) of Insurance (evidencing coverage as required)
- ☒ Copy of proper professional licenses or credentials including your local business tax receipt
- ☒ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	L.S.	\$ 1.00	\$ 1.00
2	Indemnification	1	L.S.	\$ 1.00	\$ 1.00
3	General Requirements, Bonds, Permits	1	L.S.	\$ 1.00	\$ 1.00
4	Maintenance of Traffic	1	L.S.	\$ 1.00	\$ 1.00
5	Smoke Testing and Report Preparation	160,000	L.F.	\$ 0.23	\$ 36,800.00
6	Seal Manhole Chimneys	801	EA.	\$ 295.77	\$ 236,911.77
7	Insert Dishes into Manholes	801	EA.	\$ 30.50	\$ 24,430.50
8	Replace Cleanout Caps	675	EA.	\$ 2.50	\$ 1,687.50
9	Install Cleanout Plugs	675	EA.	\$ 68.12	\$ 45,981.00
10	LS Basin Report	8	L.S.	\$ 3003.77	\$ 24,030.16
	TOTAL BASE BID				\$ 369,844.93

Total Base Bid in Words: Three hundred and sixty nine thousand eight hundred and forty four dollars and ninety three cents

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

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.

☐ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI, LLC

Address: 752 COMMERCE DR, SUITE 15

City: VENICE State: FL Zip: 33825

Print Name: DION VLASAK Title: PRESIDENT

Telephone: [941] 926-2646 Fax: [941] 926-8917 Email: dion@ussiusa.com

Federal Tax ID: 65-0891727

Signature: _____ Date: May 7, 2015

END OF SECTION 6

**ATTACHMENT A
“NO BID” RESPONSE FORM**



SECTION 3 AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

TOHOPEKALIGA WATER AUTHORITY CONTRACT ADDENDUM	ADDENDUM #: <u>1</u>
DATE: <u>May 27, 2015</u>	
Per the terms, conditions, and specifications of the Tohopekaliga Water Authority (TWA) with USSI, LLC	
for <u>Contractor</u> <u>Inflow Abatement Services as defined in Services Agreement (IFS-15-065) and approved by the Board of Supervisors on 5/27/2015.</u> (project)	
the following described changes are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF ASSIGNMENT: Provide services to the following lift station basins: LS-07 (St James Park), LS-107 (Cypress Shadows), LS-109 (Blackstone Landing #1), LS-110 (Little Creek), LS-47 (Tiger Road), LS-48 (Bordeaux), LS-49 (North Amiens) and LS-50 (South Amiens)	
FORM OF COMPLETED DELIVERABLES: As defined in the Services Agreement (IFS-15-065).	
BASIS OF PAYMENT: Services shall be made on the basis of <u>Time & Materials Not to Exceed</u> method in accordance with the Agreement, the total not to exceed \$ <u>369,844.93</u> without further authorization from TWA.	
ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____ calendar days from the receipt of this fully executed Addendum or <u>180</u> calendar days from receipt of TWA provided information which will enable the Engineer to proceed with this work assignment.	
Previous Contract Total Dollars:	\$ 0
NET Dollars for this Change (Addition/Subtraction):	\$ 369,844.93
NET CONTRACT TOTAL DOLLARS:	\$ 369,844.93
Accepted By: <u>[Signature]</u> Title/Position: <u>PRESIDENT USSI, LLC</u> Company Name: <u>USSI, LLC</u>	Requested By: <u>[Signature]</u> Brian L. Wheeler Executive Director Approved By: <u>[Signature]</u> Bruce R. Van Meter Board of Supervisor, Chairperson Approval Date: <u>05.27.15</u>



SECTION

4

CONTRACT

USSI

**752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM

AGREEMENT

THIS AGREEMENT is made and entered between TOHO WATER AUTHORITY, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter referred to as the "TWA," and USSI, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the TWA has competitively solicited for the In-flow Abatement Services, pursuant to IFB-15-065; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. TERM.

The term of this Agreement shall become effective on the date of execution and continue through May 26, 2018. The contract may be renewed subject to written notice of agreement for one additional two (2) year renewal period.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall provide services and accessories listed in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the TWA, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the TWA, or any property owned by the TWA. Such lien, attachment, or encumbrance,

until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the TWA in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the TWA, with prior written approval from TWA; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the TWA that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the TWA's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement shall be based on the unit prices supplied by the CONTRACTOR in Exhibit "B", the bid submittal.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the TWA. In its sole discretion, the TWA reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the TWA is not satisfied with the services provided by the CONTRACTOR, the TWA will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The TWA may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the TWA, and not due to the fault of the CONTRACTOR, the TWA shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the TWA shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the TWA. All such payments shall be subject to an off-set for any damages incurred by the TWA resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the TWA in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the TWA, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.

3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The CONTRACTOR shall name "Toho Water TWA" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the TWA with proof of same.
- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the TWA's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to the TWA at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the TWA, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the TWA.

SECTION 9. TWA OBLIGATIONS.

At the CONTRACTOR's request, the TWA agrees to provide, at no cost, all pertinent information known to be available to the TWA to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Invitation for Bid Specification Documents for IFB 15-065
2. Bid submitted to TWA by CONTRACTOR on May 12, 2015.

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the Executive Director (or designee).
- B. This Agreement dated _____ and any attachments.
- C. Exhibit A, Invitation for Bid Document, IFB 15-065.
- D. Exhibit B, Bid submitted to TWA by CONTRACTOR on May 12, 2015.

SECTION 11. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. **PUBLIC RECORDS COMPLIANCE.**

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the TWA, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the TWA in order to perform the service; and
- b) Provide the public with access to public records on the same terms and conditions that the TWA would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost, to the TWA all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the TWA in a format that is compatible with the information technology systems of the TWA; and

- e) If the CONTRACTOR does not comply with a public records request, the TWA shall enforce the contract provisions in accordance with the Agreement.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the TWA for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, TWA, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the TWA, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the TWA harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. **SOVEREIGN IMMUNITY.**

The TWA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of TWA for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the TWA which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the TWA may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the TWA.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TWA and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the TWA and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TWA: Toho Water Authority
Attention: Procurement Services
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292

SECTION 24. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

In the event the TWA issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the TWA's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the TWA shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it

utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the TWA, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full TWA audit is complete, whichever comes first. The TWA shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The TWA also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the TWA. The TWA has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 27th day of May, 2015.

USSI, LLC

By: [Signature]
Print Name: Dion Vlasak
Title: President

Attest: [Signature]
Print Name: Lucy Anderle
Address: 752 Commerce Dr #15
Venice FL 33592

TOHO WATER AUTHORITY

By: [Signature]
Print Name: Bruce R. VanMeter
Title: Board of Supervisors Chairperson

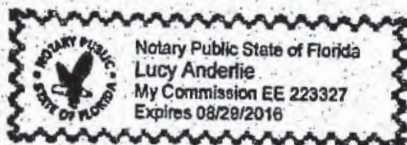
Attest: [Signature]
Print Name: N. S. R. Diaz
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF FLORIDA
AUTHORITY OF Sarasota County

The foregoing instrument was executed before me this 2 day of July, 2015, by
Dion Vlasak as President of USSI, LLC, who personally
swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the
Corporation, and who is personally known to me OR has produced _____ as
identification.

[Signature]
NOTARY PUBLIC, State of Florida

(Stamp)



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

Issue Considered: Request approval of the sole source purchase of a Load and Pack vehicle manufactured by Broyhill, Inc. in the amount of \$175,699.00 to improve the level of service for garbage collection on the gulf beach.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: To improve the level of service for garbage collection on the gulf beach, the City Commission approved a line item in the FY18 City Budget for the purchase of a new Broyhill all-terrain garbage truck. The Broyhill Load and Pack truck was selected in consideration of specific manufacturing techniques and use of hydraulic and engine components that are designed to operate in a salt water and beach environment. It is also designed with a unique ability to traverse the deep sand we have on our beach. The City Purchasing Policy allows for a sole source purchase if the needed supply is available from only one source. Public Works reviewed garbage vehicles available from other manufacturers and did not find a vehicle that was designed to traverse the deep sand of our beach and provide for safe movement with visitors on the beach. The tight turning radius provided by an articulating cab and body is necessary for safe beach operations. A sole source letter of manufacturing is included in the packet.

Funding: Public Works Beach Maintenance
001-6105-572-5641

Requested Motion: "I move to approve the sole source purchase of a Load and Pack vehicle manufactured by Broyhill, Inc. in the amount of \$175,699.00 to improve the level of service for garbage collection on the gulf beach."

Attachment: Quote from Broyhill, Inc.
Manufacturer's Sole Source Letter

**Reviewed by the
City Manager:**

WS



St. Pete Beach
Dan Anspach
155 Corey Ave
St Pete Beach FL 33706-1839

October 26, 2017

Quote for one 2018 LP

1- Load and Pack (2018 Model yr)	\$ 159,960.00
2 - 9.5 Front dumping compactor box	13,740.00
1- Frt. to St. Pete Beach	1,999.00
Total 2018 Broyhill Load and Pack	Total \$ 175,699.00

2018 units include: 74 hp Kubota performance diesel (Tier IV-i), air ride cab, air ride seat, right side unobstructed window, 3 view cameras (left, center rear, right), all glass windows with taller cab. The cab is made with galvalume steel to resist corrosion. Includes 100 amp alternator, special HD radiator fan for increased air-flow. Also, includes on site education for drivers and mechanics at delivery only.

Delivery up to 120 days from order. Prompt 15 day payment is appreciated for small business category. Thank you.

Price good until December 31, 2017



Dakota City, Nebraska 68701-0475
Phone: 402.987.3412 FAX: 402.987.3601
www.broyhill.com

January 1, 2016

To Whom It May Concern:

This letter is to inform you that we are the sole source manufacturer and supplier of the Load and Pack system refuse vehicle and parts. We provide these systems to the major parks and beaches throughout the USA. The biggest sales features of the vehicle are its can pick up speed, labor savings and reduction on major work comp. claims.

This unique vehicle is a one man unit that is second to none and evolves from improvements and updates on a continuous basis. The standard life of a unit is 7-9 years depending on maintenance and environment. Your pay back is normally 2 ½ years or less depending on your current system in use and care of the machine.

Thank you for your continued interest in Broyhill vehicles and products. Please check our website for a full line up of our equipment at www.broyhill.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammy D. Steemken", with a long, sweeping horizontal line extending to the right.

Tammy D. Steemken
Contoller/Operations Manager

Craig G. Broyhill
President

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

Issue Considered: Request approval of the purchase of a Ford F-350 Dump Truck from Coggin Ford in the amount of \$ \$35,269.00.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: In the FY18 Vehicle Replacement Plan the Commission approved the replacement of a Ford F-350 truck for Parks Maintenance with a budget of \$45,000.00. Utilizing the Florida Sheriff's Association bid list, a 2018 Ford F-350 basic truck is available for \$24,855.00. Additional equipment including a dump bed, power windows, and door locks brings the final cost to \$35,269.00. Properly outfitted, this vehicle fills the needs of the Parks Department and is compatible with all of the existing loading equipment. The existing 2009 Ford F-350 originally scheduled to be retired will remain operational in Public Works.

Funding: CIP – Vehicle Replacement Plan

Requested Motion: “I move to approve the purchase of a Ford F-350 Dump Truck from Coggin Ford in the amount of \$ \$35,269.00.”

Attachment: Quote from Coggin Ford
Florida Sheriffs Association Bid Tab

**Reviewed by the
City Manager:** WS



QUOTE

COGGIN FORD

DATE: December 20, 2017

BILL TO: ST. PETE BEACH PUBLIC WORKS

9650 Atlantic Boulevard

Jacksonville, FL 32225

Phone: 904.725.3060 Fax: 904.723.6122

CAB & CHASSIS TRUCKS AND OTHER FLEET EQUIPMENT

FLORIDA SHERIFFS ASSOCIATION	FSA17-VEL15.0	AMOUNT
SPEC #6: FORD F350 REGULAR CAB 4X4 DRW 145" WB 60" CA (F3H)		\$ 24,755.00
Z1 - OXFORD WHITE EXTERIOR		INCLUDED
AS - MEDIUM EARTH GRAY INTERIOR		INCLUDED
90L - POWER WINDOWS / DOORS		\$ 914.00
2Y/DB - 2-3 YD DUMP WITH MANUAL GROUND CONTROL TARP		\$ 9,600.00
Subtotal		\$ 35,269.00
Total		
SUBTOTAL		\$ 35,269.00
TAX RATE		
SALES TAX		-
OTHER		
TOTAL		\$ 35,269.00

Customers Approval for above work: _____

Make all checks payable to **COGGIN FORD**. If you have any questions concerning this invoice, contact Michelle Adm at eadm@cogginauto.com (904) 609-4640 or Nichole Miller at emiller1@cogginauto.com 904-705-5954

THANK YOU FOR YOUR BUSINESS!



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1 TON CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #6

2018 Ford F-350 (F3H)

The Ford F-350 (F3H) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE: Western Northern Central Southern

BASE PRICE: \$24,855.00 \$24,755.00 \$24,755.00 \$24,855.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

176

90L 1 Power windows/door locks

*Power Equipment Group Includes upgraded door-trim panel. Includes:-Accessory Delay -Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror & integrated clearance lamps/turn signals, MyKey, Perimeter Alarm, Power Front Windows, Power Locks & Remote Keyless Entry **** CONTACT DEALER FOR MULTI OPTION DISCOUNT 1*

\$914.001

2Y/DB 1 2-3 yd. dump with manual ground control tarp

*9' 2/3 YARD DUMP BODY ~~~ 11' 2/3 YARD DUMP BODY ADD \$150.00 ~~~ 3/4 YARD CAPACITY ADD \$500 ~~~ CONTRACTOR 9' DUMP W/14" SIDES add \$475 ~~~ 12' CONTRACTOR DUMP BODY 14" SIDES ADD \$750.00 ~~~ CONTRACTOR 9' DUMP W/ 40" SIDES & REAR BARN DOORS \$925 ~~~ 12' BODY W/ 40" SIDES ADD \$1,120 **** CONTACT DEALER FOR MULTI OPTION DISCOUNT 1*

\$9,600.001

Total vehicle price: \$36,489.00

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

Issue Considered: Request approval of the purchase of a Ford F-450 Dump Truck from Coggin Ford in the amount of \$48,019.00.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On July 25, 2017 the Commission approved the purchase of a Freightliner dump truck in the amount of \$85,021.00. Upon re-evaluation the bed height exceeds the capability of loading equipment currently in use, therefore, staff is requesting to cancel the original order and purchase a Ford F-450 instead. There is not a cancelation charge. Utilizing the Pinellas County Sheriff's bid list, a Ford F-450 is available, fills the needs of the Streets Department and is compatible with all of the existing loading equipment. FY17 funding for this purchase was retained in the FY18 budget and is available for this purchase.

Funding: CIP – Vehicle Replacement Plan

Requested Motion: “I move to approve the purchase of a Ford F-450 Dump Truck from Coggin Ford in the amount of \$48,019.00.”

Attachment: Quote from Coggin Ford
Florida Sheriffs Association Bid Tab

**Reviewed by the
City Manager:**

WS



QUOTE

COGGIN FORD

DATE: December 20, 2017

BILL TO: ST. PETE BEACH PUBLIC WORKS

9650 Atlantic Boulevard

Jacksonville, FL 32225

Phone: 904.725.3060 Fax: 904.723.6122

CAB & CHASSIS TRUCKS AND OTHER FLEET EQUIPMENT

FLORIDA SHERIFFS ASSOCIATION	FSA17-VEL15.0	AMOUNT
SPEC #9: FORD F450 REGULAR CAB 4X4 DRW 145" WB 60" CA (F4H)		\$ 36,205.00
Z1 - OXFORD WHITE EXTERIOR		INCLUDED
AS - MEDIUM EARTH GRAY INTERIOR		INCLUDED
90L - POWER WINDOWS / DOORS		\$ 914.00
2Y/DB - 2-3 YD DUMP WITH MANUAL GROUND CONTROL TARP		\$ 10,900.00
Subtotal		\$ 48,019.00
Total		

Customers Approval for above work: _____

Make all checks payable to **COGGIN FORD**. If you have any questions concerning this invoice, contact Michelle Adm at eadm@cogginauto.com (904) 609-4640 or Nichole Miller at emiller1@cogginauto.com 904-705-5954

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$ 48,019.00
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	\$ 48,019.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

15,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #9

2018 Ford F-450 (F4H)

The Ford F-450 (F4H) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$36,205.00	\$36,205.00	\$36,205.00	\$36,205.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

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\$914.001

2Y/DB 1 2-3 yd. dump with manual ground control tarp

*9' 2/3 YARD DUMP BODY ~~~~ 11' 2/3 YARD DUMP BODY ADD \$150.00 ~~~~ 3/4 YARD CAPACITY ADD \$500 ~~~~ CONTRACTOR 9' DUMP W/14" SIDES add \$475 ~~~~ 12' CONTRACTOR DUMP BODY 14" SIDES ADD \$750.00 ~~~~ CONTRACTOR 9' DUMP W/ 40" SIDES & REAR BARN DOORS \$925 ~~~~ 12' BODY W/ 40" SIDES ADD \$1,120 **** CONTACT DEALER FOR MULTI OPTION DISCOUNT 1*

\$10,900.001

Total vehicle price: \$48,019.00

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

Issue Considered: Request approval of the ranking order of Request for Qualification submittals for the design of the Sanitary Sewer Force Main North project and authorize the City Manager to enter into design fee negotiations for hydraulic modeling with Kimley-Horn and Associates, Inc.

Date: January 23, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On September 7, 2017 the City received three Request for Qualification Submittals. In a review of relevant experience, professional staff qualifications, knowledge of the proposed project and the City, knowledge of Florida State DOT, FDEP and design regulations, coordination of engineering design trades and submittal presentation, staff ranked Kimley-Horn and Associates, Inc., as the most qualified respondent. Kimley-Horn and Associates, Inc. performed hydraulic modeling for the Sewer Capacity Study which recommended this project. This is an approval to negotiate the design fee for hydraulic modeling of the new force main. This modeling effort is specifically required for the lateral cross-over project which is currently in design. The modeling will provide the flow requirements to properly size the pumps in the new lift stations.

Funding: CIP - Sanitary Sewer North
301-8000-590-5650

Requested Motion: "I move to approve the ranking order of Request for Qualification submittals for the design of the Sanitary Sewer Force Main North project and authorize the City Manager to enter into design fee negotiations for hydraulic modeling with Kimley-Horn and Associates, Inc."

Attachment: Kimley-Horn and Associates, Inc. RFQ Submittal
RFQ Ranking Results

**Reviewed by the
City Manager:**

WS



Engineering Services

for Design of Sanitary Sewer
Force Main Pump Station #1
to Pump Station #2

**87th Avenue
to 55th Avenue**

Prepared by:

Kimley»Horn



Engineering Services

for Design of Sanitary Sewer
Force Main Pump Station #1
to Pump Station #2

87th Avenue
to 55th Avenue



St. Pete Beach

Engineering Services for Design of
Sanitary Sewer Force Main Pump Station #1
to Pump Station #2

87th Avenue to 55th Avenue

Kimley»Horn

655 North Franklin Street
Suite 150
Tampa, FL 33602
813.620.1460

Jordan Walker, P.E., Project Manager
813.635.5552
jordan.walker@kimley-horn.com

September 7, 2017



September 7, 2017

Mike Clarke, Public Services Director
City of St. Pete Beach
City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706

Kimley»Horn

Re: Engineering Services for Design of Sanitary Sewer Force Main, Pump Station #1 to Pump Station #2, 87th Avenue to 55th Avenue

Dear Mr. Clarke and Members of the Selection Committee:

As the City embarks upon the selection of a firm to provide engineering and consulting services for the Design of Sanitary Sewer Force Main, Pump Station #1 to Pump Station #2, 87th Avenue to 55th Avenue (North Force Main Project), **Kimley-Horn** would like to express our sincere desire to continue to serve in this critical role.

We have been involved with this project since its conception. Our Model Capacity Report defined the issues in the City's sanitary sewer system, primarily the surcharged gravity sewer main running along Gulf Boulevard, Gulf Winds Drive, and Boca Ciega Drive. Collaborating with the City, we proposed the North Force Main Project as a way to relieve this capacity issue. Through our design, we will be sure to address all possible alternative corridors, any possible Florida Department of Transportation congruent construction, update hydraulic capacity models, implement trenchless technology, and plan for future resiliency. Kimley-Horn has the expertise, drive, and resources to work as a cohesive unit with the City to ensure the North Force Main Project is completed to your satisfaction. We focus on timely, efficient performance to keep communities moving forward and changing with as little interruption as possible to your residents and business owners.

Kimley-Horn has shown the desire and capacity to tackle any problem we encounter with efficiency and effectiveness. As former Mayor, Maria Lowe once said at a commission meeting in February of 2015, *"I've so enjoyed our partners that have worked with us from Kimley-Horn. The way they treat us and the way that they treat our residents, I haven't heard anything but positive feedback on that, considering the amount of work they've been doing here; that's pretty big!"*

History of Successfully Completing Municipal Projects. We are sensitive to the needs and opinions of local businesses and residents and routinely work with our clients to establish cost-effective and well-defined priorities that result in constructible and implementable plans and designs. Kimley-Horn's vast resume of local experience will help ensure that your vision for the City is successfully implemented and that any challenge is solved creatively and effectively. With our local office in Tampa and additional offices and resources close by, Kimley-Horn has more than 550 Florida-based team members ready to assist you. This presence, coupled with our knowledge and experience, is one of the many advantages we have over our competitors. Besides Kimley-Horn's local Tampa staff, as project manager, I can call on specialty resources from any of our other offices nationwide for assistance.

Committed to Your Success. Kimley-Horn's commitment to quality is ingrained in our culture and is a key element of our project management plans. As a practice, we submit all deliverables after a thorough review by an in-house expert not involved in the original task. We achieve quality by striving to improve one project at a time and regularly engage our clients in dialogue to help us understand how we can improve our service to them. The City of St. Pete Beach can count on Kimley-Horn to provide uncompromising quality, project innovation, and timely deliverables. We look forward to continuing our partnership with you.

Very truly yours,
KIMLEY-HORN

Jordan Walker, P.E.
Project Manager
813.635.5552
jordan.walker@kimley-horn.com

Kevin Schanen, P.E.
Principal-in-Charge
561.840.0820
kevin.schanen@kimley-horn.com

This Statement of Qualifications is, in all respects, fair and in good faith without collusion and/or fraud. Kimley-Horn is not in violation of any statutes or regulatory rules which would inhibit the firm's operational capabilities. Kevin Schanen, P.E., a Kimley-Horn principal, has the authority to bind the firm in any contract with the City.

Engineering Services

for Design of Sanitary Sewer
Force Main Pump Station #1
to Pump Station #2

87th Avenue
to 55th Avenue



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1. Project-Specific Statement of Qualifications and Profile of the Firm

Competence

Kimley-Horn has created a well-balanced team of professionals to efficiently and effectively assist the City in the design of the Sanitary Sewer Force Main Pump Sta#1 to Pump Sta#2 87th Avenue to 55th Avenue Project (North Force Main Project). Kimley-Horn is a national firm with 13 offices in the state of Florida. However, the majority of the project team for the North Force Main Project will be staffed locally in the Tampa office.

Kimley-Horn is qualified for this project because of two main reasons:

- We have extensive knowledge of the City's wastewater system
- We have extensive pipeline design expertise

Kimley-Horn knows the City. We have been there every step of the way as the City has taken strides to improve the sustainability of the sanitary sewer collection/transmission system. We facilitated a negotiation for a reasonable consent order with the FDEP, provided design and construction services for the rehabilitation of the City's pump and lift stations, evaluated the existing Force Main No. 3 and designed the alternative, and completed a system-wide Model Capacity Analysis and Inflow and Infiltration Study. We want to continue this partnership with the design of this new North Force Main Project.

Kimley-Horn also has an extensive resume of in pipeline construction. From 4 inches to 96 inches in diameter, we have designed all types of pipeline projects. We also have expertise in many types of construction methods, whether it be traditional open cut construction to more sophisticated methods like micro tunneling or horizontal directional drilling.

FDOT Coordination

As one of the premier transportation firms in the state of Florida, Kimley-Horn has made it our primary focus to work closely with FDOT districts. Our coordination with various districts has resulted in many long-term contracts for highway and roadway design, traffic operations and safety studies, access management, bridge repair and replacement, and other services. It is from this vast wealth of experience that we can assist our clients in coordinating their projects with the policies and practices of FDOT.

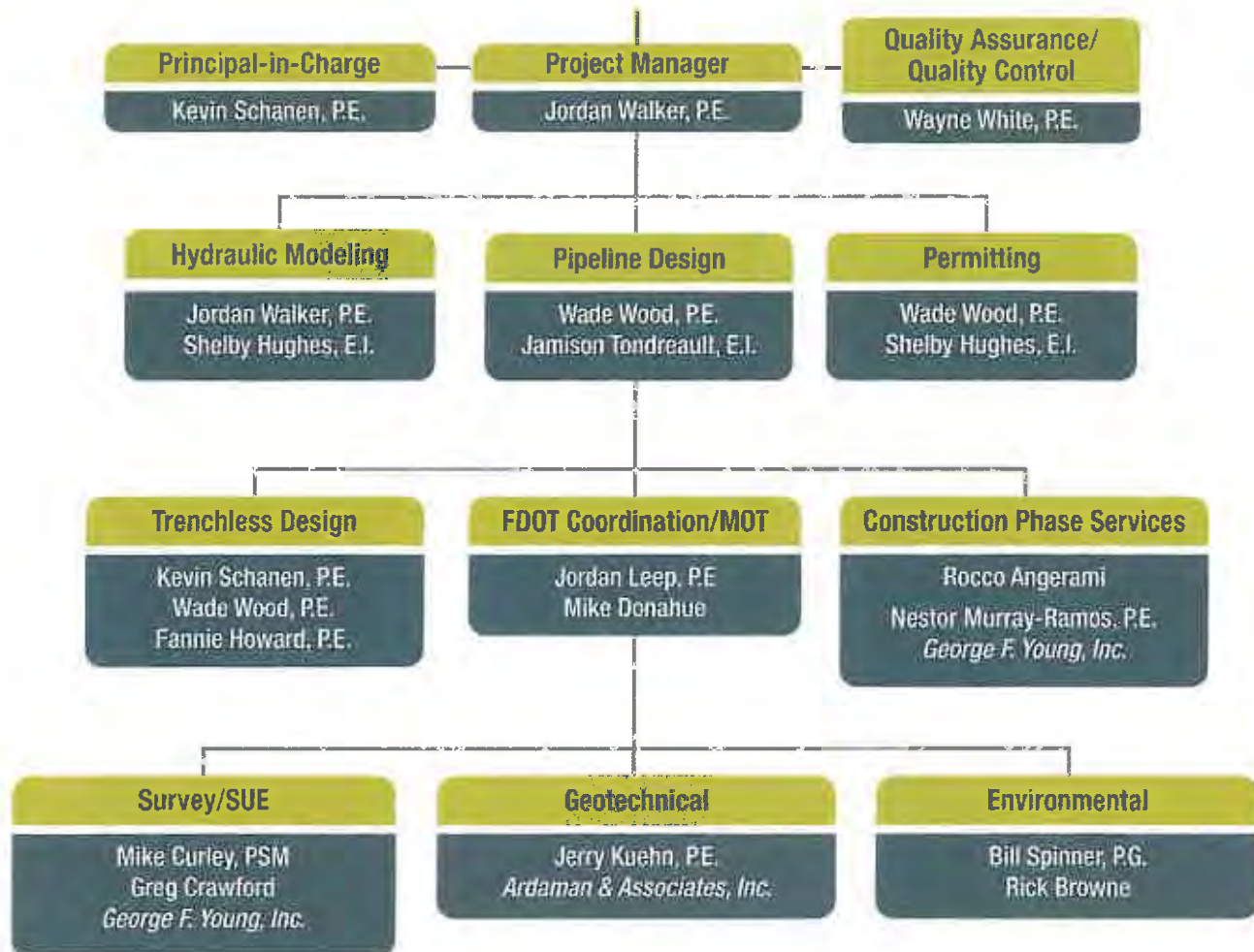
Whether the connection point is at 55th Avenue located near Pump Station No. 2 or at 59th Avenue at the current terminal end of the existing force main, FDOT coordination will be a large part of the North Force Main Project. We have extensive experience with FDOT permitting even getting exemptions for FDOT standards. For example, we have been given exemptions on the depth of horizontal direction drills by proving the ground water level and soil confining layer are adequate to prevent frack out. Kimley-Horn will also coordinate in the FDOT right-of-way regarding the possibility of congruent construction with the St Pete Beach electric undergrounding project and the FDOT telecommunications project.

Organizational Chart

The organization chart on the following page illustrates our project team structure and defines relationships among disciplines. We have brought together a team of local experts based on the needs outlined in the scope of services. We have more than ample staff with relevant experience to make this contract successful for the City. **Project team resumes for Kimley-Horn and its subconsultants are provided in Section 5.**



THE SUNSET CAPITAL OF FLORIDA



Project Team Overview

Jordan Walker, P.E. – Project Manager, Hydraulic Modeling. Jordan has been working in the water resource industry for more than seven years. His expertise ranges from large collection systems hydraulic modeling to detailed pipeline design, including sophisticated directional boring and trenchless technology methods. He also has extensive experience with FDOT and FDEP permitting, even getting exemptions to FDOT standards through engineering collaboration. Jordan was awarded Young Professional of the Year in 2015 by the Florida American Water Works Association, and he is currently the State Young Professional's Chair representing Florida on the national level. He is proficient in BoreAID, WaterGEMS, SewerGEMS, InfoWater, InfoSewer, BioWin, MODFLOW, and is a member of the AWWA Standards committee on Pipeline Rehabilitation and Condition Assessment.

Kevin Schanen, P.E. – Principal-in-Charge, Trenchless Design. Kevin has 20 years of experience specializing in water resources design, trenchless design, stormwater pump station design, inline booster pump station design, and structural rehabilitation. He works closely with our water resources team on water treatment and utility projects. He has also served as project manager on numerous utility engineering infrastructure projects that have included stormwater and sanitary pump stations, water and wastewater treatment facilities, water mains, force mains, storm sewers, structural rehabilitations,



recreational facilities, contamination assessment and remediation, and roadway design. Kevin's software experience includes Ad-ICPR, WaterGEMS, STAAD, AutoCAD Civil3D, ASAD, and MathCAD.

Wayne White, P.E. – Quality Assurance/Quality Control. Wayne is a senior water resources engineer with 24 years of experience specializing in wastewater treatment, water and wastewater pipeline design, pump stations, pump types (axial), WaterCAD, SewerCAD, and construction observation. Wayne has also prepared water and reclaimed water master plans that have included hydraulic modeling and forecasting of future flows used to secure state and federal funding for projects. Prior to graduation from college, Wayne worked at building, installing, and start-up of pump control systems used in water and wastewater systems throughout Florida. Wayne will conduct QA/QC reviews at the end of each project phase to ensure that the project deliverable is not only technically correct, but also consistent with the project's objectives. Wayne will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.

Wade Wood, P.E. – Pipeline Design, Permitting, Trenchless Design. Wade is a professional engineer with 15 years of experience with municipal utility design, evaluations, analysis, permitting, and construction. Wade's key strengths include: large diameter pipeline design, pump station design, hydraulic modeling of potable water and wastewater systems, facility evaluations, master planning, conventional and advanced water and wastewater process, permitting through FDEP/FDOT, and construction management. Wade's main area of expertise involves the design and permitting of large diameter pipelines through heavily congested corridors and hydraulic modeling of pressurized systems. In addition, Wade has a thorough understanding of various installation methods, including open cut, directional drill, jack and bore, and pipe bursting.

Fannie Howard, P.E. – Trenchless Design. Fannie has 13 years of utility and water resources engineering experience, including hydraulic modeling, water distribution, and wastewater collection. She has managed the design of several reclaimed water and wastewater projects throughout Florida. Fannie is extremely qualified in the areas of design, permitting, and piping system modeling and analysis. Fannie has provided analysis of hydraulic models for reclaimed water, potable water, and wastewater collection and distribution systems. Her experience includes ICPR, WaterGems, WaterCAD, and Hydranautics (IMS design software programs). Fannie has also been involved with various projects for the Town of Palm Beach, including the A-7 inline booster pump station and development of area-wide system models.

Jordan Leep, P.E. – FDOT Coordination/MOT. Jordan is a project manager with 10 years of experience with roadway, drainage, utilities, lighting, signals, and signing and marking projects. He is a regional expert in lighting design and has completed lighting designs in every FDOT district, as well as completing designs in dozens of counties and cities. Jordan is also certified in advanced maintenance of traffic and specifications preparation. Other services he has provided include roadway design, signing and marking, drainage design and plans production, utilities coordination, pavement design, intersection improvements, signalization, ADA enhancements, roundabout design, traffic control, engineer's estimates, project scheduling, and CEI services during construction.

Shelby Hughes, E.I. – Hydraulic Modeling, Permitting. Shelby is a water resources engineer with four years of experience involving water and wastewater utility projects. Shelby's technical experience includes planning, design, permitting, and construction of water and wastewater collection, transmission, and treatment systems. Shelby has also worked for Gainesville Regional Utilities and was involved with water resources and supply, permit coordination, strategic planning, hydraulic modeling, and water conservation pilot programs.

Bill Spinner, P.G. – Environmental. Bill has more than 13 years of experience conducting and managing assessment and remediation projects involving Brownfield sites, hazardous waste, industrial waste, petroleum contamination, and regulatory reporting. He is experienced with environmental compliance, RCRA, CERCLA, and state hazardous waste and petroleum cleanup programs. He has also conducted several Phase I and II Environmental Site Assessments on commercial and industrial facilities.

Mike Donahue – FDOT Coordination/MOT. Mike has 24 years of experience serving public and private sector clients on roadway and land development projects. He has served as a CADD technician on the North and South Collier projects for the City of Marco Island. Michael's computer experience includes proficiency in Microstation, AutoCAD, InRoads, Softdesk, and Descartes software programs.

Rocco Angerami – Construction Phase Services. Rocco has more than 34 years of experience in the engineering/construction industry. He has performed as both project manager and design engineer for the construction and design of



multiple road and bridge projects. Rocco successfully operated his own construction company specializing in the installation of traffic signals and highway lighting. His company utilized the trenchless technology of Horizontal Directional Boring for sleeves and conduits up to 24 inches in diameter. As an owner/operator, Rocco has the experience and knowledge to incorporate value engineering into everyday construction applications to perform at the most cost-effective level obtainable.

Jamison Tondreault, E.I. – Pipeline Design. Jamison is civil engineering analyst with six years of experience. Jamison's areas of focus include water resources, geotechnical, and transportation engineering. Jamison has documented project specifications using ArcGIS and ArcFM to digitize, modify, and attribute gas system facilities from multiple scanned paper maps and database sources. His software skills include AutoCAD, ArcGIS 10 and 9.3, ArcFM, and Infowater.

Subconsultants

To best serve you, we have supplemented our in-house capabilities with the resources of two specialty subconsultant firms. Geohydrologist and senior project engineer Jerry Kuehn, P.E. of **Ardaman & Associates, Inc.** will provide geotechnical services. For **George F. Young, Inc.**, Nestor Murray-Ramos, P.E. will provide construction phase services and Mike Curley, PSM and Greg Crawford will provide survey/SUE services. We have previously teamed with these subconsultants in the past, respect their high quality of work and professionalism, and are confident that our collaboration will continue to be successful for any project services required by the City.

A Brief History of Engineering Services: Wastewater

A prime example of the approach that Kimley-Horn provides as an engineering consultant is the service we have delivered over the last five years to the City of St. Pete Beach. Kimley-Horn has been the City's primary engineer for all matters regarding their wastewater system.

When we were hired, the City expressed a desire to invest more of their budget into capital improvement projects to improve their wastewater system. As the City's engineering consultant, we were intricately involved in the following projects:

- Facilitated a negotiation for a reasonable consent order with the Florida Department of Environmental Protection (FDEP)
- Provided design and constructions services for the rehabilitation of Master Pump Station No. 1
- Provided design and constructions services for the rehabilitation of Master Pump Station No. 2
- Provided design and constructions services for the rehabilitation of Lift Stations 5, 6, 9, and 12
- Provided design and construction services for the rehabilitation of Master Pump Station No. 3
- Provided design services for the rehabilitation of Lift Stations 8 and 16
- Provided integrity testing, design services and construction services for the replacement of Force Main 3
- Created the City's Sewer Overflow Response Plan (SORP) and associated documentation that has been crucial in keeping the public informed and in compliance with regulatory agencies
- Completed the City's first Model Capacity Report, revealing some of the City's major sewer concerns with sewer capacity
- Completed a City-wide Inflow and Infiltration Report, assessing and categorizing every gravity sewer pipe in the City's entire system
- Created the first draft of the City's Fats, Oil, and Grease Ordinance to be implemented by the end of December 2017

All of this hard work culminated in one event. The City was audited on December 18, 2015 by Michelle Duggan of the FDEP to check on the status of the implementation of the consent order. Kimley-Horn and the City put together an audit report to ensure that everything was clearly communicated and well documented. After this audit, Michelle concluded that we are "well ahead of schedule" in satisfying the requirements of our consent order. Further, she stated that our new facilities are "very impressive" and that we "more than met her expectations." Michelle went on to say that compared to other municipalities in the area, St. Pete Beach had among the fewest SSOs this past summer, a season which saw numerous large rain events which had wreaked havoc on other systems. "Clearly what you are doing is working," she said.



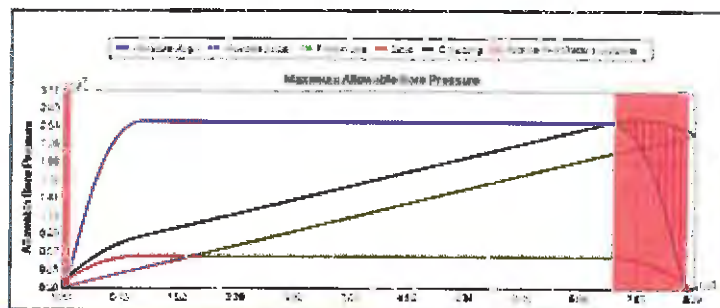
2. Services Approach

Kimley-Horn has been involved with this project since its conception. Our Model Capacity Report defined the issues in the City's sanitary sewer system, primarily the surcharged gravity sewer main running along Gulf Boulevard, Gulf Winds Drive, and Boca Ciega Drive. Collaborating with the City, we proposed the North Force Main Project as a way to relieve this capacity issue.

Our approach is to design the project with a series of open cut and trenchless technology construction methods along the same corridor of the gravity sewer main. **Section 5.2, Force Main 2 Extension Map, shows the conceptual alignment along with conflicted utilities.**

Some additional features that will be addressed in the project are as follows:

- **Sizing Requirements.** Kimley-Horn assumes the force main will be 24 inches in diameter according to the Model Capacity Report, but sizing will be confirmed in design using hydraulic modeling and coordination with the other City capital improvement projects.
- **Design Coordination.** Kimley-Horn will coordinate with the design team in conjunction with the Force Main 3 extension, as well as the Gulf Boulevard cross over connections to ensure that the proposed improvements will achieve the ultimate goal of the City, which is creating sewer capacity.
- **Hydraulic Modeling.** Kimley-Horn will hydraulically model the proposed improvements through the SewerGEMS model created for the Model Capacity Report to estimate proposed capacity following improvements.
- **Connection Point Resiliency.** Kimley-Horn will design the force main so that there will still be a valved connection to the existing gravity sewer main. This backup connection will serve as a resilient measure in case of an emergency.
- **FDOT Congruent Construction Coordination.** Whether the connection point is at 55th Avenue located near Pump Station No. 2 or at 59th Avenue at the current terminal end of the existing force main, Kimley-Horn will coordinate in the FDOT right-of-way regarding the possibility of congruent construction with the St Pete Beach electric undergrounding project and the FDOT telecommunications project.
- **Pump Station No. 1 Connection.** Kimley-Horn will design the connection at Pump Station No. 1 with the flexibility to discharge either into the northern wetwell, southern wetwell, or both wetwells.
- **Recognized Environmental Concerns (RECs).** Kimley-Horn will perform a desktop analysis of the proposed force main route to check for documented RECs and either modify the alignment to avoid any environmental concerns or plumes or provide additional information in plans for the construction of a pipeline through a contaminated area.
- **Trenchless Technology.** Kimley-Horn will utilize trenchless technology in the design of the force main where opportunities exist to decrease the construction cost of restoration while still constructed a pipeline that can be maintained by the City. Kimley-Horn will mainly use horizontal directional drilling (HDD) and jack and boring methods. All drills will be designed with the use of the BoreAid. BoreAid is a unique planning and design software package for assisting engineering consultants, contractors, and municipalities in planning and completing HDD jobs more efficiently.



Quality Assurance/Quality Control (QA/QC)

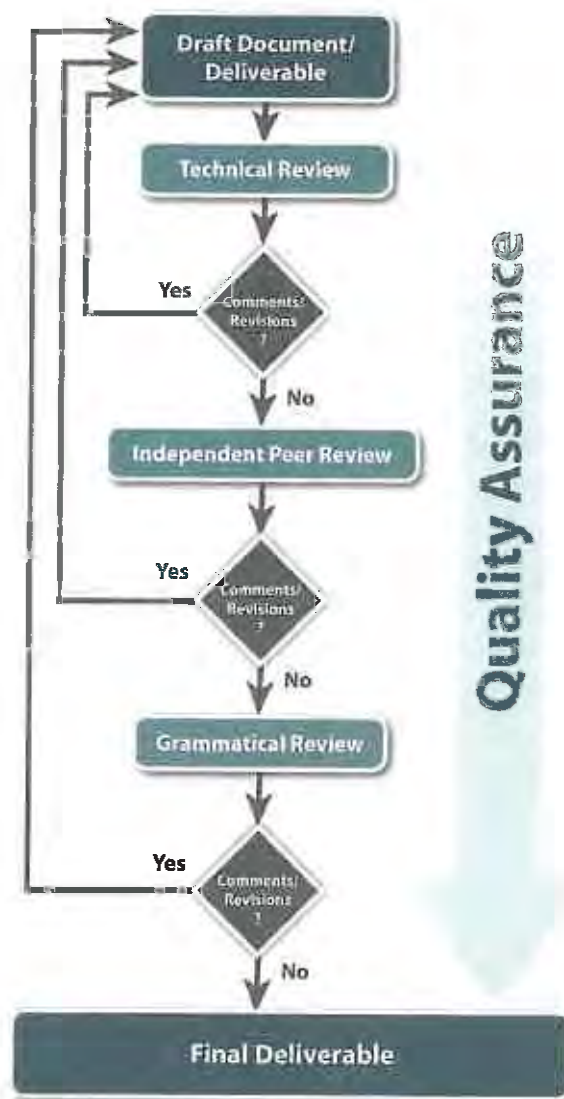
Our formal QA/QC program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project to serve in an independent quality control role. **Wayne White, P.E.** will serve as our QA/QC control officer. Wayne is located in our Tampa office and will provide independent review of your projects. Having not been involved with any of the design elements, Wayne can provide a fresh set of eyes capable of identifying anything that will potentially cause an issue either from the design or construction perspective.

Quality control begins with the team assigned to undertake this project. Recognizing the critical importance of careful quality control, we have developed an extensive internal quality control program to guide this process. Our quality assurance program will include the review of project documents and supporting data by our project manager and key staff who will direct individual tasks.

Our project manager **Jordan Walker, P.E.** is thoroughly familiar with the City's requirements and has the authority to direct the project team and call upon our corporate resources as required to satisfy the City's project needs.

Our internal QA/QC program will include:

- An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline sub-task responsibilities, establish schedules, and identify project milestones and goals.
- At the end of each phase, a QA/QC review will be conducted as one of several final checks to ensure that the project deliverable is technically correct and consistent with your objectives.
- Any modifications required to respond to the comments and recommendations of the quality control team will be incorporated during the ongoing analysis prior to submitting our plans to you.
- Project meetings and decisions will be documented by a paper trail. All documents will be supported by appropriate data that will clearly show the options evaluated and the basis for our recommendations.
- All supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. All telephone conversations and meetings that include or affect a project decision will also be documented. Minutes of meetings will be promptly prepared and distributed to attendees for confirmation of decisions made and then filed after revisions are made.
- Our project manager will monitor and evaluate project deliverables. Any follow-up activities required will be noted and initiated as appropriate.





3. References

Kimley-Horn has a distinguished history of successfully completing projects. Our success is due to a combination of effective project management, strong technical expertise, and a steadfast quality control program. The following is a sampling similar projects completed within the past five years.

Project: Force Main (FM) Rehabilitation Projects (FM 1M, FM 5, FM 13A, and FM 15D)
Manatee County, FL

Manatee County Public Works Department

Jeff Streitmatter, P.E., Project Management Division Manager
1022 26th Avenue East
Bradenton, FL 34208
941.708.7450, ext. 7335
jeff.streitmatter@mymanatee.org

Scope of work: Design, permitting, and construction services for several master pump force main replacements throughout Manatee County.

Role of the firm and responsibilities:

- **Force Main 1M Rehabilitation (involving 24-inch and 30-inch force main).** The project included the replacement of Force Main 1M, which connects Lift Station 1M (located west of the intersection of Palma Sola Blvd. and Cortez Blvd.) to the County's Southwest Water Reclamation Facility (SWWRF). The work includes approximately 14,800 LF of a combination of 24-inch PVC force main, 30-inch HDPE force main, and 3,303 LF of 30-inch PVC force main to the connection at SWWRF. Realignment of the force main to the southern right-of-way of Cortez Road was essential to avoid major conflicts.
- **Force Main 5 Rehabilitation. (18-inch and 20-inch force main).** Kimley-Horn is responsible for the rehabilitation of Force Main 5, which commences at the Master Pump Station 5 located inside the Anna Maria Island Beach Access and ends at the tie in point before Cortez Bridge. The project is currently in design and will include the replacement of approximately 13,000 linear feet of 18-inch DIP with 20-inch PVC and HDPE piping, which will be constructed by directional drill and open trench. Kimley-Horn was responsible for obtaining all permits, including FDEP wastewater, FDEP CCCL, FDOT, and all right-of-way permits.
- **Force Main 13A Rehabilitation (24-inch pipe).** Kimley-Horn is responsible for the rehabilitation of Force Main 13A, which connects Lift Station 13A located east of the intersection of Saunders Rd. and 5th St. W. to tie into existing Force Main 12A. The project is currently in the construction phase and work will include the replacement of approximately 13,000 linear feet of 24-inch ductile iron pipe with 24-30 inch PVC HDPE force main.
- **Force Main 15D Rehabilitation (20-inch pipe).** Kimley-Horn provided design, permitting, and construction services associated with the rehabilitation of Force Main 15D, located at 59th Street West at the intersection of Manatee Avenue. The existing force main discharged into a manhole located south of the right-of-way in the southbound lane of 59th Street West. The project included approximately 550 LF of 20-inch PVC that included a jack-and-bore under the FDOT right-of-way. This project was submitted by Kimley-Horn on behalf of Manatee County and was selected for the APWA Florida Chapter Award for 2015 under the category: Disaster or Emergency Construction Repair.



Month/year completed: FM 1M: Construction ongoing
FM 5: Construction ongoing
FM 13A: Construction ongoing
FM 15D: February 2015



Engineering Services

for Design of Sanitary Sewer
Force Main Pump Station #1
to Pump Station #2

87th Avenue
to 55th Avenue

Total cost and professional service fees paid: FM 1M: \$404,771.25 (net fee); \$756,593 (contract value)
FM 5: \$307,222 (net fee); \$752,013 (contract value)
FM 13A: \$365,195.87 (net fee); \$655,284 (contract value)
FM 15D: \$70,000 (firm cost); \$521,195.56 (total project)

Project: **Model Capacity Report and Inflow and Infiltration Study**
St. Pete Beach, FL

City of St. Pete Beach

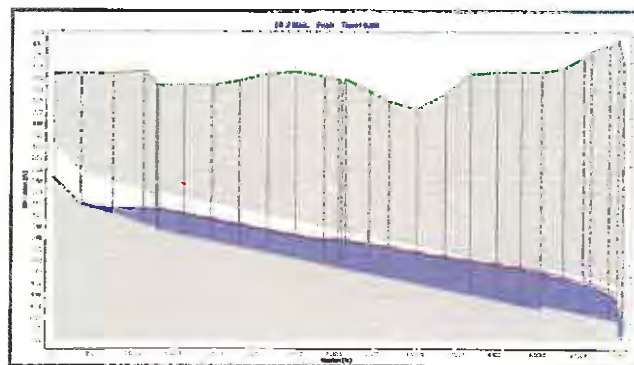
Ian Wade, P.E., Project Manager
1112 39th Avenue NE
St. Pete Beach, FL 33703
727.363.9254
iwad@stpetebeach.org

Scope of work: Created the plans, specifications, and bid package to inspect and clean the entire sanitary sewer system of the City of St. Pete Beach. The City's wastewater system consists of approximately 38 miles of gravity sewer pipe, 17 lift stations, and approximately 826 manholes.

Month/year completed: May 2017

Role of the firm and responsibilities:

Kimley-Horn oversaw the data collection process, ensuring the contractor compiled the data into a usable asset management database with easy to use software. Once completed, the City had their entire sewer system coded in National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) categories, thus creating a ranked inventory of which pipes and manholes need to be replaced or rehabilitated sooner than others. Kimley-Horn then compiled this data into a usable I&I Report that the City then used to program their rehabilitation contract.



Along with the I&I Report, Kimley-Horn created a sanitary sewer model as part of the study. The system-wide SewerGEMS hydraulic model was created. Wastewater system hydraulic standards and operating guidelines were developed in accordance with the City's concern for sewer capacity. Finally, recommendations were provided derived from making new scenarios and sewer system modifications within the model targeted at relieving issues found in the results.

Total cost and professional service fees paid: \$162,731.67 (net fee); \$170,480 (contract value)

Project: **US 41 Reclaimed Water Main Expansion**
North Port, FL

City of North Port

Rick Newkirk, Utility Director
6644 W. Price Boulevard
North Port, FL 34291
941.240.8000
rjnewkirk@cityofnorthport.com

Scope of work: Design and construction of a four-mile reclaimed water main expansion consisting of approximately 23,000 linear feet of reclaimed water main extending from the wastewater treatment plant to the intersection of Price Boulevard and Sumter Boulevard.



Month/year completed: March 2014

Role of the firm and responsibilities:

Kimley-Horn provided full engineering services for the design and construction of a four-mile reclaimed water main expansion project within the City of North Port. The project consisted of approximately 23,000 linear feet of reclaimed water main extending from the wastewater treatment plant (WWTP) to the intersection of Price Boulevard and Sumter Boulevard. The main consisted of line sizes from 24 inches at the plant to 16 inches through the majority of the extension. The design included a number of horizontal directional drill (HDD) segments, with the largest segment in excess of 1,600 feet. The main extension runs from the WWTP north along Pan American Boulevard to Price Boulevard via Spring Haven Drive and Glenallen Boulevard. At Price Boulevard, the main runs east to the intersection with Sumter. The expansion loops the plant supply to the existing 12-inch main on Sumter Boulevard. The project supplies reclaimed water for irrigation to three city parks and four county school facilities and a few commercial entities while enhancing the overall performance of the entire reclaimed distribution system.



The project was jointly funded by the Southwest Florida Water Management District (SWFWMD) through a grant. Services for this project included: design, permitting, construction phase services, assistance with preparation of service agreements, and compilation of as-built information into a geographic information system (GIS) format required by the SWFWMD. The project also included numerous permits and coordination with the following agencies: SWFWMD, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and the City of North Port.

Total cost and professional service fees paid: \$360,000 (firm cost); \$2.8 million (construction cost)

Project: **Osprey Avenue Phase II**
Sarasota, FL

City of Sarasota

Michael Crumpton, P.E., Engineering Department
1565 First Street, Room 203A
Sarasota, FL 34230
941.365.2200, x6260
michael.crumpton@sarasotagov.com

Scope of work: Evaluate and perform utility and roadway design services on a half-mile downtown corridor extending from an historic residential neighborhood to the south, while the northern end extends into a commercial business district. This project includes the replacement of two aged asbestos cement (AC) pipelines (10-inch and 18-inch), which are being used for a water main and a force main (respectively).

Month/year completed: Ongoing

Role of the firm and responsibilities:

The City of Sarasota selected Kimley-Horn to evaluate and perform utility and roadway design services on a half-mile downtown corridor extending from an historic residential neighborhood to the south, while the northern end extends into a commercial business district. This ongoing project includes the replacement of two aged asbestos cement (AC) pipelines (10-inch and 18-inch), which are being used for a water main and a force main (respectively). Both pipelines have reached the end of their useful life and are proposed to be grouted and abandoned in place following the installation and activation of their respective replacement pipelines. A new 16-inch water main and a new 24-inch force main will be installed along with new curbing, sidewalks, and pavement while maintaining existing tree canopies that include a "Grand Oak Tree" requiring special protection. The project involved a detailed Basis of Design Report (BODR) where Kimley-Horn recommend pipeline



alignments, pipe materials, and methods of installation (including construction phase sequencing options to maintain traffic flow and minimize residential impacts). The BODR has been finalized and construction plans are currently underway.

This project will be constructed with Half-Acre as the Construction Manager at Risk (CMR). Since maintenance of the community and commerce within this residential/commercial neighborhood is essential for its success, Kimley-Horn has been working closely with the City and Half-Acre during the design aspects of this project to reduce costs and impacts to the residents. Additionally, the project consists of several other phases (designed by others) and extensive collaboration has been involved to determine phasing and construction schedules to minimize traffic impacts to the City. It was also important to coordinate with the other phases for public relations purposes, including website designs, public meetings, and presentations.



Total cost and professional service fees paid: \$198,890 (net fee to date); \$479,848 (contract value)

Project: SR 60 Westerly Potable Water and Sanitary Force Main Extension
Lake Wales, FL

City of Lake Wales

Tom Moran, Public Works Director
201 W. Central Avenue
Lake Wales, FL 33853
863.678.4182
tmoran@cityoflakewales.com

Scope of work: Sanitary sewer force main and potable water main extensions

Month/year completed: May 2017

Role of the firm and responsibilities:

The purpose of this project was to extend a sanitary sewer force main and a potable water main approximately 4.6 miles westerly along SR 60 towards the limits of the Lake Wales utility service area boundary. The utility mains are to be utilized by potential future development and existing customers along the route. The scope of services included surveying, sanitary sewer force main and potable water main design and construction plans, agency submittal and responses, subconsultant coordination, underground utility locates and geotechnical soil boring, environment services, electrical services, and bid document preparation and bid comparison. Kimley-Horn also provided utility funding support, securing a \$3-million State Revolving Fund (SRF) construction loan from both the Clean Water and Drinking Water SRF programs.



Total cost and professional service fees paid: Firm cost: \$316,729.16; total project cost: \$397,589.30



Engineering Services

for Design of Sanitary Sewer
Force Main Pump Station #1
to Pump Station #2

87th Avenue
to 55th Avenue

Project: **SAWS E19 – Seguin Road to Nacogdoches Road – Segment 1**
San Antonio, TX

San Antonio Water System (SAWS)

Lee Perry, P.E.
2800 US 281 North
San Antonio, TX 78212
210.233.3637
lee.perry@saws.org

Scope of work: Preliminary engineering, design, bidding, and construction phase services

Month/year completed: December 31, 2019 (estimate)

Role of the firm and responsibilities:

SAWS selected Kimley-Horn to perform preliminary engineering, design, bidding, and construction phase services associated with the upsizing of 6 miles of existing 42-inch and 48-inch wastewater mains to 60 and 78 inch along Salado Creek in San Antonio. The existing transmission main is undersized for the current development in the water shed, and the condition of the main is deteriorating. This project covers an array of project impacts including impacts to residential streets, major hospital complexes, major roadways, commercial / retail areas, municipal parks, and a military installation. Coordination is required with multiple entities in order to facilitate permits, including: TxDOT, City of San Antonio, U.S. Army Corps of Engineers, Union Pacific Railroad, and Fort Sam Houston. The project involved elimination of 3 inverted siphons along with 6,000 LF of 96-inch tunnel using microtunneling.

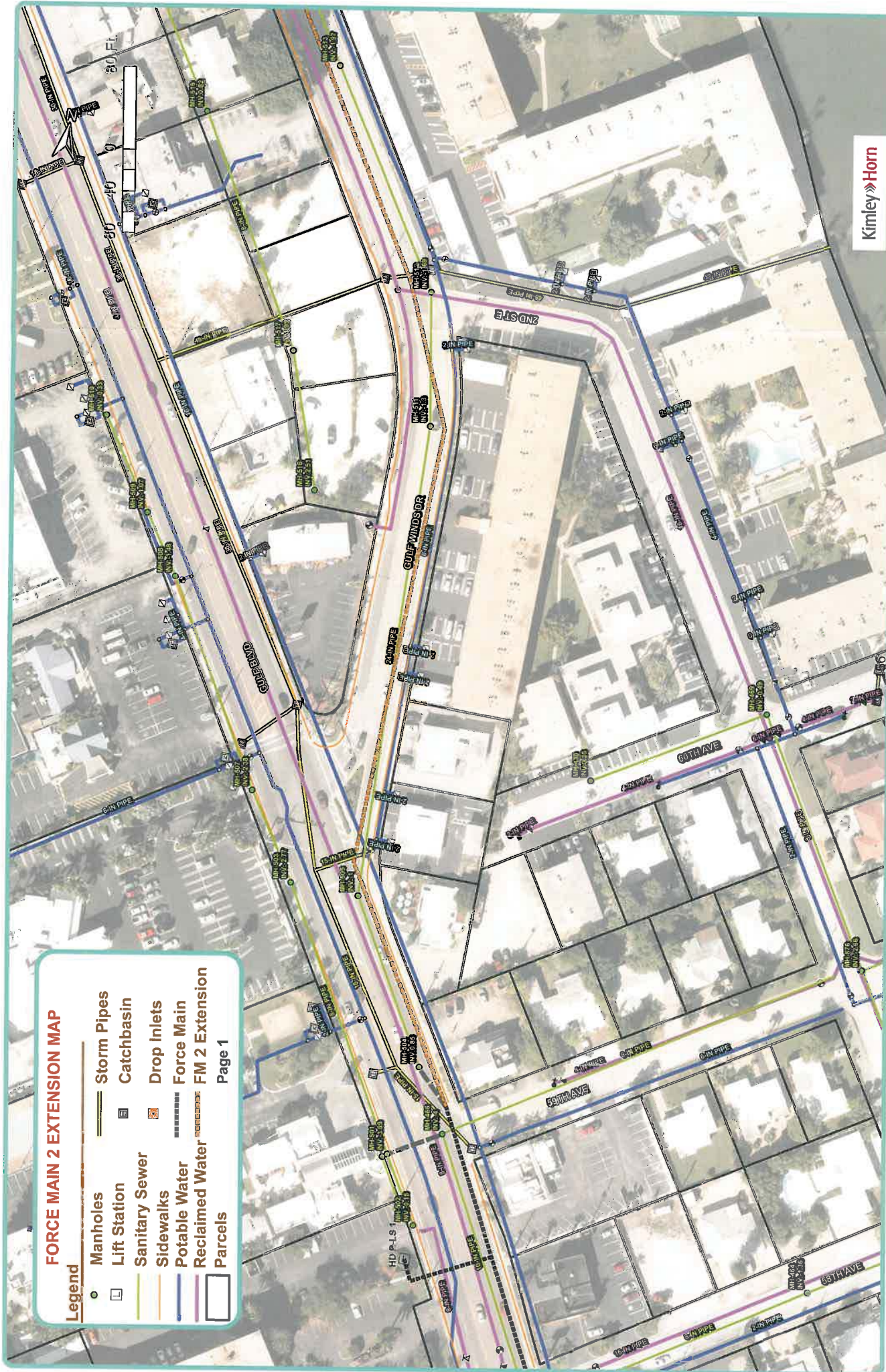
Total cost and professional service fees paid: \$1.6 million (fee)

FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
- Lift Station
- Sanitary Sewer
- Sidewalks
- Potable Water
- Reclaimed Water
- Parcels
- Storm Pipes
- Catchbasin
- Drop Inlets
- Force Main
- FM 2 Extension

Page 1



FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
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- Storm Pipes
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- Force Main
- FM 2 Extension

Page 2

FORCE MAIN 2 EXTENSION MAP

Legend

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- FM 2 Extension

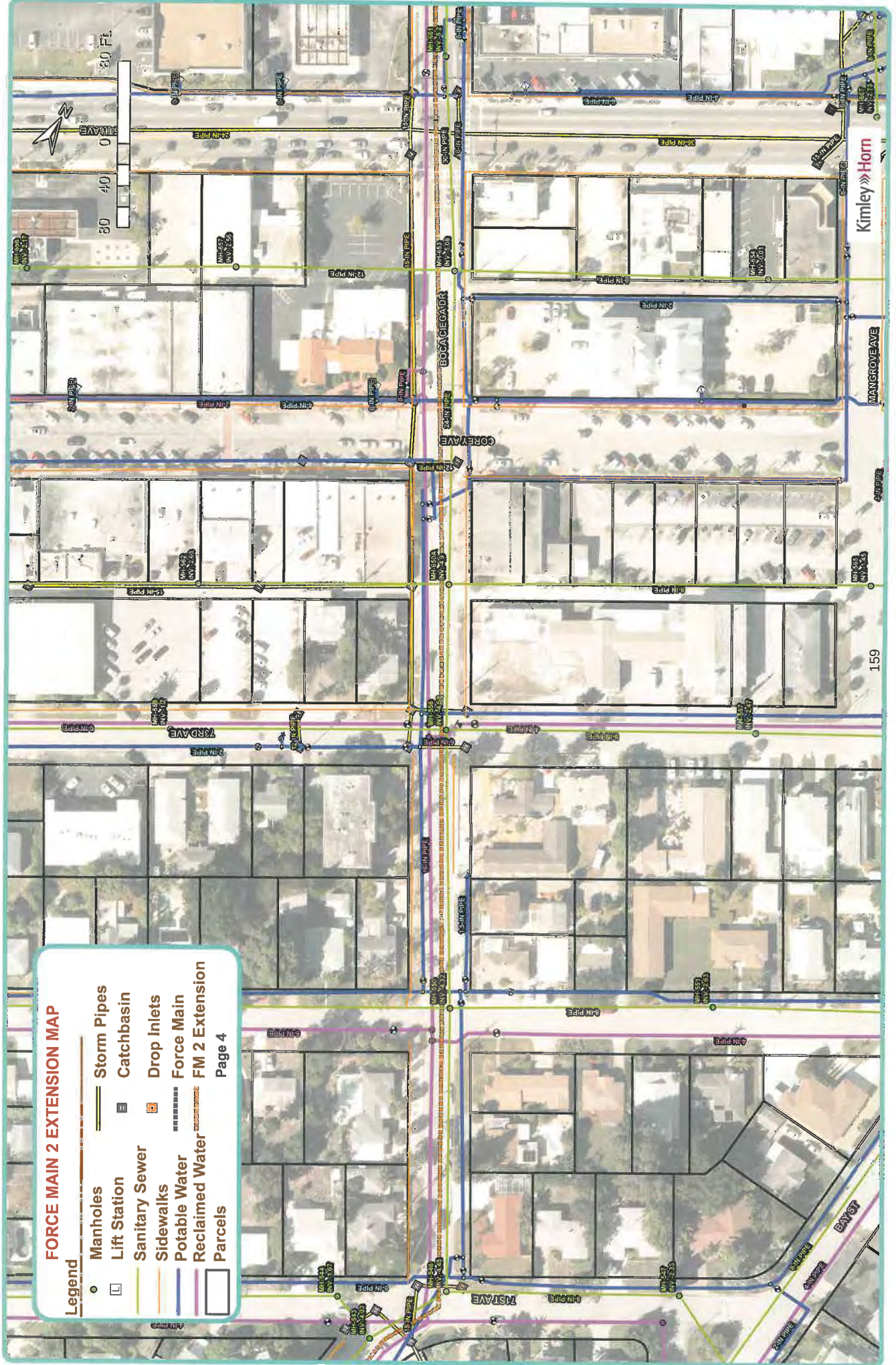
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FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
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- FM 2 Extension
- Parcels

Page 4



FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
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- Sidewalks
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- Storm Pipes
- Catchbasin
- Drop Inlets
- Force Main
- FM 2 Extension

Page 5

FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
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- Sidewalks
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- Parcels
- Storm Pipes
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- Drop Inlets
- Force Main
- FM 2 Extension

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FORCE MAIN 2 EXTENSION MAP

Legend

- Manholes
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- FM 2 Extension

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RFQ Ranking Results - Engineering Services for Design of Sanitary Sewer Force Main Pump
Station #2 to Pump Station #1

09/07/17

Streets	Kimley-Horn and Associates, Inc	Cardno	Stanley Consultants Inc.
Total Score	98	93	91

Bid Package Review

<u>Items Required to Be Submitted with Bid</u>	FIRM 1	FIRM 2	FIRM 3
Relevant Experience (15 points)	15	15	15
Professional Staff Qualifications (15 points)	13	13	13
Knowledge of the Proposed Project and City (15 points)	15	10	10
Knowledge of FDOT design regulations (15 points)	15	15	15
Knowledge of FDEP design regulations (15 points)	15	15	15
Coordination of Engineering Design Trades (15 Points)	15	15	15
Submittal Presentation (10 points)	10	10	8

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

Issue Considered: Ordinance 2017-30: First Reading and Public Hearing. An Ordinance amending the City of St. Pete Beach Land Development Code pertaining to inconsistent codes or code clarity.

Date: January 23, 2018

Prepared By: Planning Department

Through: Wayne Saunders, City Manager

Summary of Issue: This City-initiated amendment to the Land Development Code is in response to Commission directives to further evaluate code language that is inconsistent with the Comprehensive Plan or needs updating.

The item was heard by the Planning Board sitting as the Local Planning Agency (LPA) on November 13th 2017 and they provided a recommendation of approval 4-0 for the Ordinance as written.

Requested Motion: “I move to approve Ordinance 2017-30 on first reading (read title).”

Attachment: Ordinance 2017-30
Ordinance 2017-30 underline/ strike through
Staff Report

**Reviewed by the
City Manager:**

WS

Ordinance 2017-30

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE ST. PETE BEACH LAND DEVELOPMENT CODE AS FOLLOWS: SECTION 2.1 – DEFINITIONS - TO PROVIDE DEFINITIONS FOR MIXED USE DEVELOPMENT AND SPECIAL EVENTS, SECTION 6.12h – BEACH CONCESSION – TO PROVIDE CLARITY ON HUT PLACEMENT, SECTION 6.22 - YARDS AND MEASUREMENTS OF REQUIRED YARDS TO PROVIDE FOR BALCONY ENCROACHMENT, SECTION 6.24 – OUTDOOR DINING AND OUTDOOR DRINKING AREAS TO CLARIFY REQUIREMENTS, SECTION 22.4(f) – GROUNDCOVERS TO CLARIFY PERVIOUS AREA, SECTION 23.4 – GENERAL PARKING REQUIREMENTS TO PROVIDE FOR BACKING OUT ONTO PUBLIC STREETS, 33.2 CC-2 PERMITTED USES, TO PROVIDE FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN, SECTION 35.3(b) LR PERMITTED CONDITIONAL USES TO ALLOW FOR ADDITIONAL SUPPORTIVE COMMERCIAL USES, SECTION 37.7(a) TC-1 DENSITY AND INTENSITY TO PROVIDE FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN, SECTION 39.8(a) CRD – DESIGN, SCALE AND MASS OF BUILDINGS TO PROVIDE FOR CLARITY, SECTION 39.10 CRD – STREETSCAPE DESIGN REQUIREMENTS TO PROVIDE CLARITY, SECTION 40.9 CRD-EA SETBACKS TO CORRECT A SCRIVENER’S ERROR, SECTIONS 13.4 ROR, SECTION 14.4 RFM, SECTION 15.4 CG-1, SECTION 16.4 CG-2, SECTION 30.4 TC-1, SECTION 32.4 CC-1, SECTION 33.4 CC-2, SECTION 37.5 TC-1, SECTION 38.4 AC TO PROVIDE FOR ADDITIONAL CONDITIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending ; and

WHEREAS, the City’s Land Development Code also serves to maintain an environment conducive to the health, safety, welfare of the City’s residents, and preserves and enhances property values within the City; and

WHEREAS, after due public notice, the Planning Board held a public hearing on November 13, 2017, to consider the proposed Land Development Code changes and provided recommendations to the City Commission as the local planning agency; and

WHEREAS, on January 23, 2018, the City Commission conducted a duly noticed initial public hearing on the proposed Land Development Code amendments and

WHEREAS, on February 27, 2018, the City Commission conducted a duly noticed second public hearing on the proposed Land Development Code amendments and the City Commission approved the amendments.

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 listed sections of the City’s Land Development Code are hereby amended as follows:

Sec. 2.1 – Definitions

Mixed use development means a development that combines any of the following uses, including but not limited to: residential, transient accommodation, commercial, office, and may consist of one or more buildings.

Special Events shall be regulated in accordance to Chapter 26 of the Code of Ordinances.

Special Event Permit is the official document authorizing the performance of a special event.

LDC 6.12.h BEACH CONCESSION STANDARDS

Minor Structures that currently exist as of the date of the adoption of this ordinance may be maintained by a transient lodging business that has beach

frontage along the Gulf of Mexico, in accordance with the following, after approval by the Technical Review Committee (TRC), otherwise a conditional use permit must be obtained in accordance with Division 4 of the Land Development Code in addition to a Department of Environmental Protection permit for minor structures.

1. Concession Huts

- i. Concession Huts shall be for the rental of beach equipment, and/or watersports.
- ii. One Concession Hut structure is permitted per transient lodging facility or one for every 200 linear feet of sand beach, or fraction thereof, as measured along the property line adjacent to the sand beach. Huts may be arranged on the sand beach as desired by the property owner.
- iii. Concession Huts shall maintain a minimum side setback of 20' or 10% of the lot width whichever is less. A minimum separation of 200' between Concession Huts must be maintained. For lots with a width less than 200', one hut shall be allowed and shall be located within the center one-third of the lot.

Sec. 6.22 - Yard and measurement requirements

- (a) *Encroachment of open balconies and stairs.* Open balconies may be permitted to encroach into required front or rear yards a distance of three feet. Open stairs, without independent roof or overhang systems, may be permitted to encroach into any required yard a distance of three feet provided that no resulting setback shall be less than 2 feet from any property line.

- (d) *Encroachment of eaves.* Roof eave projections with gutters shall extend no more than two feet into any required yards.

Sec. 6.24. - Outdoor dining and outdoor drinking areas.

A full or limited service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this section or as outlined within each zoning district. If an outdoor drinking and/or dining area is required to obtain conditional use approval as outlined in the zoning districts

herein, it shall be pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the City Commission is required pursuant to Chapter 6 of the City Code of Ordinances.

Sec. 22.4(f)

(f) Ground covers. Ground covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage. In no instance shall stone or gravel be utilized for more than 20 percent of the minimum required pervious area. A recommended list of ground covers to be used includes but is not limited to, the following:

Sec. 23.4 – General Parking Requirements

All off-street parking shall be provided in accordance with the following general requirements:

(h) Be so arranged that no vehicle shall be required to back from such facilities directly onto arterial or collector streets as defined by the ITE Manual.

Sec. 33.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows:

- (a) Clinics;
- (b) Eating and drinking establishments—with or without outdoor seating;
- (c) Financial institutions with or without drive-through service;
- (d) Laundries, self-service;
- (e) Office uses;
- (f) Printing and copying services;
- (g) Retail uses;

- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (i) Veterinarians, dog grooming establishments;
- (j) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- (k) Artist studios and galleries with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- (l) Grocery stores, pharmacies, markets;
- (m) Commercial recreation, public parks and/or recreational facilities;
- (n) Sales, rentals, and/or service of bicycles, mopeds, motorcycles, segways, and scooters;
- (o) Other commercial uses similar in character, nature and impact to permitted uses listed above.

Sec. 35.3. - Permitted principal and secondary uses and structures

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

(b) Primary uses requiring conditional use approval. Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable primary uses requiring conditional use approval in the LR District are as follows.

- (1) Temporary lodging uses, including hotels, motels, resort condominium hotels greater than 50 feet in building height or a density above 30 temporary lodging units per acre.
- (2) Eating and drinking establishments, full-service restaurant only, subject to [section 6.24](#) of this Code as may be applicable
- (3) Commercial Parking lot/structure

Sec. 37.7. - Density and intensity.

(a) Residential densities of 24 units per acre as a component of mixed-use projects. Commercial, office retail, or non-habitable portions of temporary lodging uses shall only be located on the first floor accessible at street level.

(b) Maximum Floor Area Ratio for exclusively commercial/office/retail projects shall be limited to 0.55.

(b) Temporary Lodging Use - Density and Intensity shall be approved by Conditional use only and shall not exceed fifty (50) temporary lodging units per acre located on a minimum 1.8 acre buildable site and shall also not exceed a cumulative total of 150 units per project subject to the requirements, restrictions and limitations for the TLU Density Pool for the Town Center Corey Circle and Coquina West Districts. Temporary lodging uses shall not exceed an aggregate floor area of 750 square feet per temporary lodging unit allocated by Ordinance, excluding indoor amenities, common areas and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units $\times$ 750 square feet = 38,500 square feet plus 0.2 $\times$ total parcel square feet for common areas and indoor amenities = total building square footage, excluding structured parking.

Sec. 39.8.a - Design, scale and mass of buildings.

(a) No plane of a building may continue uninterrupted for greater than 100 linear feet. For the purpose of this standard, interrupted means an offset of greater than five feet.

(b) At least 60 percent of any elevation will be covered with windows or architectural decoration. For the purpose of this standard, an elevation is that portion of a building that is visible from a particular point outside the parcel proposed for development.

(c) The height and mass of buildings will be correlated to: (1) the dimensional aspects of the parcel proposed for development and (2) adjacent public spaces such as streets and parks.

(d) Buildings may be designed for a vertical or horizontal mix of permitted uses.

Sec. 39.10. - Streetscape design required elements.

(a) A ten-foot sidewalk shall be constructed that will allow for safe, unobstructed and efficient pedestrian flow and the potential for sidewalk cafes and outdoor eating areas, as appropriate, in front of all development projects within the Community Redevelopment District along Gulf Boulevard or Blind Pass Road and within the Town Center Core areas. This requirement may be reduced to six feet when warranted through TRC site plan review. This is imperative to ensure pedestrians

feel comfortable on the sidewalk as well as important to meet the current American with Disabilities Act standards. Distinctive and visually interesting paving patterns are encouraged, particularly to define an entrance, a gathering place, a pedestrian crosswalk link, or a sidewalk cafe area. Patterns, cooler, materials and constructions standards shall be coordinated with the city manager and his staff to ensure a cohesive and unified streetscape.

- (b) On all streets not designated a Main street or a street type "A" in section 39.2, a minimum eight-foot wide private landscape zone shall be installed along the property between the sidewalk and the building face; minimum building setbacks may be increased in accordance with the width of the landscape zone. The landscape zone proposal shall be reviewed for compliance during the design review/site plan approval process by the TRC, and may be reduced to five feet during that process—when warranted, in order to coordinate and integrate new development into an overall streetscape plan.

(6) Pedestrian-scale decorative lighting fixtures are required every 30 feet on the main commercial corridor within the landscape/pedestrian zone. Where there are physical restrictions, spacing of lighting standards shall be adjusted, provided the adjustment is the minimum needed to avoid the obstruction. An adequate easement shall be dedicated to the City, adjacent to the public right-of-way to allow adequate maintenance by the city of the lighting fixtures Energy efficient or solar lighting is required.

Sec. 40.9. – Setbacks.

For structures that front 8th, 9th or Gulf Way:

* * * *

ROR – Sec. 13.4. – Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the ROR Residential/Office/Retail District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- I Commercial developments with a gross square footage of greater than 25,000.
- (d) Communications facilities.
- I Daycare centers/kindergartens.

- (f) Docks, commercial—Class C only.
- (g) Eating and drinking establishment—Bar (cocktail lounge, saloon); restaurant, outdoor.
- (h) Laundries, dry cleaning.
- (i) Parking lots, off-premise.
- (j) Recreational—Public parks and/or recreational facilities.

RFM - Sec. 14.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (e) Communications facilities.
- (f) Daycare centers/kindergartens.
- (g) Docks, commercial—Classes A, B and C.
- (h) Eating and drinking establishment—Fast food, beach bar and outdoor restaurant.
- (i) Financial institutions with drive-through service.
- (j) Laundry, dry cleaning.
- (k) Parking lots, commercial and/or off-premise.
- (l) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (m) Recycling centers.
- (n) Schools—Public, private and/or commercial.
- (o) Utility substations and/or rights-of-way.
- (p) Vessel for hire businesses.

CG-1 - Sec. 15.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-1 Commercial District are as follows:

- (a) Assisted living facilities.
- (b) Adult entertainment establishments—See also [Chapter 10](#), St. Pete Beach Code of Ordinances.
- (c) Automotive rental agencies.
- (d) Automotive sales lots.

- (e) Automotive services and repairs.
- (f) Automotive service stations.
- (g) Boat sales and repair facilities.
- (h) Car wash facilities.
- (i) Commercial boat docking facilities.
- (j) Commercial developments with a gross square footage of greater than 25,000.
- (k) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (l) Communication facilities.
- (m) Docks, commercial—Classes A, B, C, and D.
- (n) Eating and drinking establishment—Fast food restaurant, nightclub or outdoor restaurant.
- (o) Financial institutions with drive-through services.
- (p) Kennels with outdoor runs.
- (q) Laundries, dry cleaning.
- (r) Marinas.
- (s) Parking lots, commercial and/or off-premise.
- (t) Printing, general.
- (u) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (v) Recycling centers.
- (w) Schools, public or private and/or commercial.
- (x) Services, commercial/business.
- (y) Storage facilities with outdoor storage.
- (z) Storage, self-service.
- (aa) Theatres.
- (bb) Utility substations and/or rights-of-way.
- (cc) Vehicle for hire businesses.
- (dd) Vessel for hire businesses.

CG-2 - Sec. 16.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (a) Adult entertainment establishments—See also [Chapter 10](#), St. Pete Beach Code of Ordinances.
- (b) Automotive service stations.
- (c) Commercial boat docking facilities.
- (d) Commercial developments with a gross square footage of greater than 25,000.
- (e) Commercial water sports, non-motorized vessel of 16 feet or less in length only.
- (f) Communications facilities.

- (g) Commercial docks—Classes A, B and C only.
- (h) Eating and drinking establishments restaurant with drive-through service, take-out only restaurant, bar/lounge, subject to [Section 6.24](#) of this Code as may be applicable.
- (i) Mortuaries.
- (j) Parking lots—Commercial and/or off-premise.
- (k) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (l) School, commercial.
- (m) Theaters.
- (n) Utility substations and/or rights-of-way.
- (o) Vessel for hire businesses.

TC-1 - Sec. 30.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- (a) Automotive retail stores and automotive service stations with related services. Such uses shall only be allowed on lots which front directly on 75th Avenue.
- (b) Car washes.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Convenience stores without the sale of gasoline or other fuels.
- (e) Cigar shops and cigar bars
- (f) Financial institutions with drive-through service.
- (g) Pharmacies with drive-through service.
- (h) Public or private parking structures.
- (i) Bed and breakfast inns, subject to the following:
 - (1) In addition to any density and intensity which may be allowed, the city shall also establish a reserve of units, not to exceed 50 total temporary lodging units for the entire Town Center Core District, which shall be allocated by ordinance of the city commission upon request of an individual property owner on a first come, first serve basis. Such allocation shall not exceed ten units per acre, or a total of ten units per redevelopment project. The remaining number of available reserve temporary lodging units shall be specified in each city commission ordinance allocating such units and each such ordinance shall provide that no units beyond those remaining available shall be allocated to any subsequent project. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation.

CC-1 - Sec. 32.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows.

- (a) Automotive rental agencies;
- (b) Automobile services—repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Commercial developments with a gross square footage of greater than 25,000;
- (e) Communication facilities;
- (f) Parking lots, commercial and/or off-premise.

CC-2 - Sec. 33.4. - Conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows.

- (a) Automotive rental agencies;
- (b) Automobile services—repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Commercial developments with a gross square footage of greater than 25,000;
- (e) Communication facilities;
- (f) Parking lots, commercial and/or off-premise.

TC-2 - Sec. 37.5. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial developments with a gross square footage of greater than 25,000.
- (c) Commercial kitchen.
- (d) Commercial docks-Class A, B, C and D.
- (e) Eating and drinking establishment — take-out only restaurant.
- (f) Vessel for hire (water taxis).

AC - Sec. 38.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows.

- (a) Assisted living facilities;
- (b) Charter and tour boat operations;
- (c) Commercial developments with a gross square footage of greater than 25,000;
- (d) Communication facilities;
- (e) Docks, commercial-Classes A, B, C, and D;
- (f) Eating and drinking establishments with outdoor seating;
- (g) Kennels with outdoor runs;
- (h) Off-premise parking lot and/or structure;
- (i) Commercial parking structure;
- (j) Theatres;
- (k) Vessel for hire businesses; and
- (l) Subject to the provisions or restrictions contained in this section and elsewhere in this Code, temporary lodging units may be allocated from a density pool via a conditional use as follows:

40 temporary lodging uses per acre, not to exceed a total of either 50 units per project or the density pool allocated in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts), with a maximum 1.0 floor area ratio on a minimum one (1) acre buildable site. To qualify for mixed use densities and intensities, a minimum of 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses, is required.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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.

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney, Andrew Dickman, Esq.

Ordinance 2017-30

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO THE ST. PETE BEACH LAND DEVELOPMENT CODE AS FOLLOWS: SECTION 2.1 – DEFINITIONS - TO PROVIDE DEFINITIONS FOR MIXED USE DEVELOPMENT AND SPECIAL EVENTS, SECTION 6.12h – BEACH CONCESSION – TO PROVIDE CLARITY ON HUT PLACEMENT, SECTION 6.22- YARDS AND MEASUREMENTS OF REQUIRED YARDS TO PROVIDE FOR BALCONY ENCROACHMENT, SECTION 6.24 – OUTDOOR DINING AND OUTDOOR DRINKING AREAS TO CLARIFY REQUIREMENTS, SECTION 22.4(f) – GROUNDCOVERS TO CLARIFY PERVIOUS AREA, SECTION 23.4 – GENERAL PARKING REQUIREMENTS TO PROVIDE FOR BACKING OUT ONTO PUBLIC STREETS, 33.2 CC-2 PERMITTED USES, TO PROVIDE FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN, SECTION 35.3(b) LR PERMITTED CONDITIONAL USES TO ALLOW FOR ADDITIONAL SUPPORTIVE COMMERCIAL USES, SECTION 37.7(a) TC-1 DENSITY AND INTENSITY TO PROVIDE FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN, SECTION 39.8(a) CRD – DESIGN, SCALE AND MASS OF BUILDINGS TO PROVIDE FOR CLARITY, SECTION 39.10 CRD – STREETSCAPE DESIGN REQUIREMENTS TO PROVIDE CLARITY, SECTION 40.9 CRD-EA SETBACKS TO CORRECT A SCRIVENER’S ERROR, SECTIONS 13.4 ROR, SECTION 14.4 RFM, SECTION 15.4 CG-1, SECTION 16.4 CG-2, SECTION 30.4 TC-1, SECTION 32.4 CC-1, SECTION 33.4 CC-2, SECTION 37.5 TC-1, SECTION 38.4 AC TO PROVIDE FOR ADDITIONAL CONDITIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending ; and

WHEREAS, the City’s Land Development Code also serves to maintain an environment conducive to the health, safety, welfare of the City’s residents, and preserves and enhances property values within the City; and

40 **WHEREAS**, after due public notice, the Planning Board held a public hearing on September 18,
41 2017, to consider the proposed Land Development Code changes and provided recommendations
42 to the City Commission as the local planning agency; and

43
44 **WHEREAS**, on October 10, 2017, the City Commission conducted a duly noticed initial public
45 hearing on the proposed Land Development Code amendments and

46
47 **WHEREAS**, on October 24, 2017, the City Commission conducted a duly noticed second public
48 hearing on the proposed Land Development Code amendments and the City Commission
49 approved the amendments.

50
51 **NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH**
52 **FLORIDA, HEREBY ORDAINS:**

53
54 SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative
55 findings, purpose and intent of the City Commission.

56
57 SECTION 2. The listed sections of the City’s Land Development Code are hereby amended as
58 follows:

59 * * * *

60 **Sec. 2.1 – Definitions**

61
62 Mixed use development means a development on one zoning lot that combines any of the
63 following uses, including but not limited to: residential, transient accommodation,
64 commercial, office, or industrial residential or transient accommodation uses with
65 commercial and/or office uses, and may consist of one or more buildings.

66
67 * * * *

68 Special Events shall be regulated in accordance to Chapter 26 of the Code of Ordinances.

69
70 Special Event Permit is the official document authorizing the performance of a special
71 event

72 * * * *

73 **LDC 6.12.h BEACH CONCESSION STANDARDS**

Minor Structures that currently exist as of the date of the adoption of this ordinance may be maintained by a transient lodging business that has beach frontage along the Gulf of Mexico, in accordance with the following, after approval by the Technical Review Committee (TRC), otherwise a conditional use permit must be obtained in accordance with Division 4 of the Land Development Code in addition to a Department of Environmental Protection permit for minor structures.

1. Concession Huts

i. Concession Huts shall be for the rental of beach equipment, and/or watersports.

ii. One Concession Hut structure is permitted per transient lodging facility or one for every 200 linear feet of sand beach, or fraction thereof, as measured along the property line adjacent to the sand beach. Huts may be arranged on the sand beach as desired by the property owner.

iii. Concession Huts shall maintain a minimum side setback of 20' or 10% of the lot width whichever is less. A minimum separation of 200' between Concession Huts must be maintained. For lots with a width less than 200', one hut shall be allowed and shall be located within the center one-third of the lot.

* * * *

Sec. 6.22 - Yard and measurement requirements

- (a) *Encroachment of open balconies and stairs.* Open balconies ~~and stairs~~ may be permitted to encroach into required front or rear yards a distance of three feet. Open ~~balconies and stairs~~, without independent roof or overhang systems, may be permitted to encroach into any required ~~front or rear~~ yards a distance of three feet provided that no resulting setback shall be less than 2 feet from any property line.

* * * *

- (d) *Encroachment of eaves.* Roof eave projections with gutters shall extend no more than two feet into ~~the~~ any required ~~side~~ yards.

* * * *

Sec. 6.24. - Outdoor dining and outdoor drinking areas.

A full or limited service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this section ~~and~~ or as outlined within each zoning district. If an outdoor drinking and/or dining area is required to obtain conditional use approval as outlined in the zoning districts herein, it shall be pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the City Commission is required pursuant to Chapter 6 of the City Code of Ordinances.

* * * *

Sec. 22.4(f)

(f) Ground covers. Ground covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage. In no instance shall stone or gravel be utilized for more than 20 percent of the ~~allowable ground cover area~~ minimum required pervious area. A recommended list of ground covers to be used includes but is not limited to, the following:

* * * *

Sec. 23.4 – General Parking Requirements

All off-street parking shall be provided in accordance with the following general requirements:

(h) Be so arranged that no vehicle shall be required to back from such facilities directly onto arterial or collector public streets as defined by the ITE Manual.

* * * *

Sec. 33.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows.

(a) Clinics;

(b) Eating and drinking establishments—with or without outdoor seating;

- (c) Financial institutions with or without drive-through service;
- (d) Laundries, self-service;
- (e) Office uses;
- (f) Printing and copying services;
- (g) Retail uses;
- (h) Personal service businesses such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact;
- (i) Veterinarians, dog grooming establishments;
- (j) Multi-family residential uses as a component of mixed-use development only. Multi-family residential uses shall not be allowed on the ground level of any structure;
- ~~(k) Single family, detached residential uses (Only on parcels which do not directly abut Gulf Boulevard);~~
- ~~(k)~~ Artist studios and galleries with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products;
- ~~(m)~~ Grocery stores, pharmacies, markets;
- ~~(n)~~ Commercial recreation, public parks and/or recreational facilities;
- ~~(o)~~ Sales, rentals, and/or service of bicycles, mopeds, motorcycles, segways, and scooters;
- ~~(p)~~ Other commercial uses similar in character, nature and impact to permitted uses listed above.

* * * *

Sec. 35.3. - Permitted principal and secondary uses and structures

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the LR District are as follows:

- (b) Primary uses requiring conditional use approval. Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable primary uses requiring conditional use approval in the LR District are as follows.

(1) Temporary lodging uses, including hotels, motels, resort condominium hotels greater than 50 feet in building height or a density above 30 temporary lodging units per acre.

(2) Eating and drinking establishments, full-service restaurant only, subject to section 6.24 of this Code as may be applicable

(3) Commercial Parking lot/structure

* * * *

Sec. 37.7. - Density and intensity.

(a) Residential densities of 24 units per acre as a component of mixed-use projects developed on sites of a minimum of 1.8 acres. Commercial, office retail, or non-habitable portions of temporary lodging uses shall only be located on the first floor accessible at street level.

(b) Maximum Floor Area Ratio for exclusively commercial/office/retail projects shall be limited to 0.55.

(c) Temporary Lodging Use - Density and Intensity shall be approved by Conditional use only and shall not exceed fifty (50) temporary lodging units per acre located on a minimum ~~two~~ 1.8 acre buildable site and shall also not exceed a cumulative total of 150 units per project subject to the requirements, restrictions and limitations for the TLU Density Pool for the Town Center Corey Circle and Coquina West Districts. Temporary lodging uses shall not exceed an aggregate floor area of 750 square feet per temporary lodging unit allocated by Ordinance, excluding indoor amenities, common areas and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units × 750 square feet = 38,500 square feet plus 0.2 × total parcel square feet for common areas and indoor amenities = total building square footage, excluding structured parking.

* * * *

Sec. 39.8.a - Design, scale and mass of buildings.

~~(a) Buildings with a footprint of greater than 5,000 square feet or a single dimension of greater than 100 feet will be constructed so that no more than two of the three building dimensions in the vertical or horizontal planes are equal in length. For purposes of this section, equal in length means that the two lengths vary by less than 40 percent of the shorter of the two lengths. The horizontal plane measurements relate to the footprint of the building.~~

~~(a)~~ (b) No plane of a building may continue uninterrupted for greater than 100 linear feet. For the purpose of this standard, interrupted means an offset of greater than five feet.

(be) At least 60 percent of any elevation will be covered with windows or architectural decoration. For the purpose of this standard, an elevation is that portion of a building that is visible from a particular point outside the parcel proposed for development.

(cd) The height and mass of buildings will be correlated to: (1) the dimensional aspects of the parcel proposed for development and (2) adjacent public spaces such as streets and parks.

(de) Buildings may be designed for a vertical or horizontal mix of permitted uses.

(Ord. No. 2008-12, § 1, 6-3-08)

* * * *

Sec. 39.10. - Streetscape design required elements.

(a) A ten-foot sidewalk shall be constructed that will allow for safe, unobstructed and efficient pedestrian flow and the potential for sidewalk cafes and outdoor eating areas, as appropriate, in front of all development projects within the Community Redevelopment District along Gulf Boulevard or Blind Pass Road and within the Town Center Core areas. ~~The city manager may reduce~~ This requirement may be reduced to six feet when warranted through TRC site plan review. This is imperative to ensure pedestrians feel comfortable on the sidewalk as well as important to meet the current American with Disabilities Act standards. Distinctive and visually interesting paving patterns are encouraged, particularly to define an entrance, a gathering place, a pedestrian crosswalk link, or a sidewalk cafe area. Patterns, cooler, materials and constructions standards shall be coordinated with the city manager and his staff to ensure a cohesive and unified streetscape.

(b) On all streets not designated a Main street or a street type "A" in section 39.2, a minimum eight-foot wide private landscape zone shall be installed along the property between the sidewalk and the building face; minimum building setbacks may be increased in accordance with the width of the landscape zone. The landscape zone proposal shall be reviewed for compliance during the design review/site plan approval process by the TRC, and may be reduced to five feet during that process ~~by the city manager~~ when warranted, in order to coordinate and integrate new development into an overall streetscape plan.

* * * *

(6) Pedestrian-scale decorative lighting fixtures are required every 30 feet on the main commercial corridor within the landscape/pedestrian zone. Where there are physical restrictions, spacing of lighting standards shall be adjusted, provided the adjustment is the minimum needed to avoid the obstruction. ~~subject to approval by the city manager. The lighting shall be a style approved by the city manager as part of an overall Master Boulevard or Master Streetscape Plan and Program. In addition to providing the pedestrian-scale decorative lighting, An adequate two-~~

foot by two-foot easement shall be dedicated to the City, adjacent to the public right-of-way shall be provided to allow adequate maintenance by the city of the lighting fixtures Energy efficient or solar lighting is required.

* * * *

Sec. 40.9. - Setbacks.

For structures that front 8th, 9th or Gulf Way ~~Winds Avenue: ...~~

* * * *

ROR - Sec. 13.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the ROR Residential/Office/Retail District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Communications facilities.
- (e) Daycare centers/kindergartens.
- (f) Docks, commercial—Class C only.
- (g) Eating and drinking establishment—Bar (cocktail lounge, saloon); restaurant, outdoor.
- (h) Laundries, dry cleaning.
- (i) Parking lots, off-premise.
- (j) Recreational—Public parks and/or recreational facilities.

RFM - Sec. 14.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (e) Communications facilities.
- (f) Daycare centers/kindergartens.
- (g) Docks, commercial—Classes A, B and C.
- (h) Eating and drinking establishment—Fast food, beach bar and outdoor restaurant.

- (i) Financial institutions with drive-through service.
- (j) Laundry, dry cleaning.
- (k) Parking lots, commercial and/or off-premise.
- (l) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (m) Recycling centers.
- (n) Schools—Public, private and/or commercial.
- (o) Utility substations and/or rights-of-way.
- (p) Vessel for hire businesses.

CG-1 - Sec. 15.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-1 Commercial District are as follows:

- (a) Assisted living facilities.
- (b) Adult entertainment establishments—See also [Chapter 10](#), St. Pete Beach Code of Ordinances.
- (c) Automotive rental agencies.
- (d) Automotive sales lots.
- (e) Automotive services and repairs.
- (f) Automotive service stations.
- (g) Boat sales and repair facilities.
- (h) Car wash facilities.
- (i) Commercial boat docking facilities.
- (j) Commercial developments with a gross square footage of greater than 25,000.
- (k) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (l) Communication facilities.
- (m) Docks, commercial—Classes A, B, C, and D.
- (n) Eating and drinking establishment—Fast food restaurant, nightclub or outdoor restaurant.
- (o) Financial institutions with drive-through services.
- (p) Kennels with outdoor runs.
- (q) Laundries, dry cleaning.
- (r) Marinas.
- (s) Parking lots, commercial and/or off-premise.
- (t) Printing, general.
- (u) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (v) Recycling centers.
- (w) Schools, public or private and/or commercial.
- (x) Services, commercial/business.
- (y) Storage facilities with outdoor storage.

- (z) Storage, self-service.
- (aa) Theatres.
- (bb) Utility substations and/or rights-of-way.
- (cc) Vehicle for hire businesses.
- (dd) Vessel for hire businesses.

CG-2 - Sec. 16.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (a) Adult entertainment establishments—See also [Chapter 10](#), St. Pete Beach Code of Ordinances.
- (b) Automotive service stations.
- (c) Commercial boat docking facilities.
- (d) Commercial developments with a gross square footage of greater than 25,000.
- (e) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (f) Communications facilities.
- (g) Commercial docks—Classes A, B and C only.
- (h) Eating and drinking establishments restaurant with drive-through service, take-out only restaurant, bar/lounge, subject to [Section 6.24](#) of this Code as may be applicable.
- (i) Mortuaries.
- (j) Parking lots—Commercial and/or off-premise.
- (k) Recreational—Commercial recreation; public parks and/or recreational facilities.
- (l) School, commercial.
- (m) Theaters.
- (n) Utility substations and/or rights-of-way.
- (o) Vessel for hire businesses.

TC-1 - Sec. 30.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- (a) Automotive retail stores and automotive service stations with related services. Such uses shall only be allowed on lots which front directly on 75th Avenue.
- (b) Car washes.
- (c) Commercial developments with a gross square footage of greater than 25,000.
- (d) Convenience stores without the sale of gasoline or other fuels.
- (e) Cigar shops and cigar bars
- (f) Financial institutions with drive-through service.
- (g) Pharmacies with drive-through service.

376 (h) Public or private parking structures.

377 (i) Bed and breakfast inns, subject to the following:

378 (1) In addition to any density and intensity which may be allowed, the city shall
379 also establish a reserve of units, not to exceed 50 total temporary lodging units for
380 the entire Town Center Core District, which shall be allocated by ordinance of the
381 city commission upon request of an individual property owner on a first come,
382 first serve basis. Such allocation shall not exceed ten units per acre, or a total of
383 ten units per redevelopment project. The remaining number of available reserve
384 temporary lodging units shall be specified in each city commission ordinance
385 allocating such units and each such ordinance shall provide that no units beyond
386 those remaining available shall be allocated to any subsequent project. This
387 limitation shall be absolute and shall apply regardless of the proposed size or
388 density of the project requesting such allocation.

389 *****
390

391 **CC-1 - Sec. 32.4. - Allowable conditional uses.**

392 Subject to the provisions or restrictions contained in this section and elsewhere in this
393 code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road
394 Districts are as follows.

- 395
- 396 (a) Automotive rental agencies;
 - 397 (b) Automobile services—repair;
 - 398 (c) Automotive service stations, with or without a carwash and/or a convenience store;
 - 399 (d) Commercial developments with a gross square footage of greater than 25,000;
 - 400 (e) Communication facilities;
 - 401 (f) Parking lots, commercial and/or off-premise.

402 *****
403

404 **CC-2 - Sec. 33.4. - Conditional uses.**

405 Subject to the provisions or restrictions contained in this section and elsewhere in this
406 code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard
407 District are as follows.

- 408
- 409 (a) Automotive rental agencies;
 - 410 (b) Automobile services—repair;
 - 411 (c) Automotive service stations, with or without a carwash and/or a convenience store;
 - 412 (d) Commercial developments with a gross square footage of greater than 25,000;
 - 413 (e) Communication facilities;
 - 414 (f) Parking lots, commercial and/or off-premise.

415 *****
416

TC-2 - Sec. 37.5. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Core Circle and Coquina West Districts are as follows.

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial developments with a gross square footage of greater than 25,000.
- (c) Commercial kitchen.
- (d) Commercial docks-Class A, B, C and D.
- (e) Eating and drinking establishment — take-out only restaurant.
- (f) Vessel for hire (water taxis).

AC - Sec. 38.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows.

- (a) Assisted living facilities;
- (b) Charter and tour boat operations;
- (c) Commercial developments with a gross square footage of greater than 25,000;
- (d) Communication facilities;
- (e) Docks, commercial-Classes A, B, C, and D;
- (f) Eating and drinking establishments with outdoor seating;
- (g) Kennels with outdoor runs;
- (h) Off-premise parking lot and/or structure;
- (i) Commercial parking structure;
- (j) Theatres;
- (k) Vessel for hire businesses; and
- (l) Subject to the provisions or restrictions contained in this section and elsewhere in this Code, temporary lodging units may be allocated from a density pool via a conditional use as follows:
 - 40 temporary lodging uses per acre, not to exceed a total of either 50 units per project or the density pool allocated in the Comprehensive Plan (325 available units for potential use in the Town Center Core Circle, Coquina West, Activity Center, and Bayou Residential Districts), with a maximum 1.0 floor area ratio on a minimum one (1) acre buildable site. To qualify for mixed use densities and intensities, a minimum of 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses, is required.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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.

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

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City Attorney
Andrew Dickman, Esq.

8-18-17 DRAFT

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
1/23/18	
Item Number Ordinance #2017-30 Type of Application Amendment to the Land Development Code Applicant City of St. Pete Beach Location City wide Project Planner Planning Department Requested Action Recommendation of approval of "Ordinance 2017-30 on first reading" Staff Recommendation Approval Planning Board November 13th, 2017 provided a recommendation of approval 4-0 City Commission First Reading December 12th, 2017 anticipated	ITEM SUMMARY: This City-initiated amendment to the Land Development Code is in response to Commission directives to further evaluate code language that is inconsistent with the Comprehensive Plan or that does not reflect the optimal living conditions of the citizens and business owners of St. Pete Beach. The items presented are either a result of consistent requests for variances, outdated development patterns or Staff taking a proactive approach regarding development review. These requested changes are consistent with the City's Comprehensive Plan as required by FS 163.3201.  PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, several verbal comments of support have been heard; no written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN and LAND DEVELOPMENT CODE: The proposed amendment is consistent with the City of St. Pete Beach Comprehensive Plan. GOAL 2: The City shall ensure that the residential character of the City of St. Pete Beach is

Findings

In its review of the proposed amendments, staff has determined:

1. The proposed amendments are consistent with Florida Statutes.
2. The proposed amendments are consistent with the Countywide Plan.
3. The proposed amendments are consistent with the St. Pete Beach Comprehensive Plan.
4. The proposed amendments are consistent with the intent of the LDC.

maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.
- Maintaining the community's recreation, open space and beaches.

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation, and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

The proposed amendment serves to respond to business owners initiatives and remedy outdated development patterns consistent with the Comprehensive Plan directive.

JUSTIFICATION / TECHNICAL REVIEW:

The Community Development Department has researched the industry standards, development patterns, and consistent variance request information to arrive at the most consistent code language that supports the direction of the City's Comprehensive Plan. The proposed changes have been vetted through the Technical Review Committee (TRC) for review and comment. The results of that effort are presented in the Ordinance. The specifics of each code change is presented as follows:

- **Sec. 2.1 – Definitions** *Mixed use development means a development on one zoning lot that combines any of the following uses, including but not limited to: residential, transient accommodation, commercial, office, or industrial residential or transient accommodation uses with commercial and/or office uses, and may consist of one or more buildings. Change would provide for all types of uses to compose a mixed use development.*
- **Sec. 2.1 – Definitions** *Special Events: - Definition of Special Events is found in Section 26-31 of the Code of Ordinances. Change would provide that all information concerning special events is found in one place in the code.*

- **Sec. 6.12.h Beach concession standards** – *Change is consistent with discussions with businesses and vendors that would allow a Beach Concession Hut for every 200' of beach or fraction thereof but no closer than 200' to the next hut.*
- **Sec. 6.22.b Yards and measurements of required yards.** *Encroachment of open balconies and stairs. Open balconies and stairs may be permitted to encroach into required front or rear yards a distance of three feet. Open balconies and stairs, without independent roof or overhang systems, may be permitted to encroach into any required ~~front or rear~~ yards a distance of three feet provided that no resulting setback shall be less than 2 feet from any property line. Change would allow the encroachment into the side yard as well as front and rear without independent roof systems to that encroachment will not affect the adjacent property owners.*
- **Sec. 6.24. - Outdoor dining and outdoor drinking areas** – *Change is to provide clarity and consistency with the more specific criteria found in the zoning district language.*
- **Sec. 22.4(f)** Ground covers. Ground covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage. In no instance shall stone or gravel be utilized for more than 20 percent of the ~~allowable ground cover area~~ minimum required pervious area. A recommended list of ground covers to be used includes but is not limited to, the following: *Change is for clarity of terms.*
- **Sec. 23.4 (h)** Be so arranged that no vehicle shall be required to back from such facilities directly onto arterial or collector public streets as defined by the ITE Manual. *If code were to be taken literally no one could back out of there driveway.*
- **Sec. 33.2. - Permitted uses.** Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CC2 Commercial Corridor Gulf Blvd are as follows. *Change is for consistency with the Comprehensive Plan. No new single family residential is permitted in CC-2*
- **Sec. 35.3. Permitted principal and secondary uses and structures** *Change will allow existing businesses to expand with conditional use approval.*
- **Sec. 37.7. - Density and intensity.** *Change is made for consistency with the Comprehensive Plan.*
- **Sec. 39.8.a - Design, scale and mass of buildings.** *Change is made for the Community Redevelopment District(CRD) language for clarity and ease of implementation. Developers have had difficulty in interpreting the language.*
- **Sec. 39.10. - Streetscape design required elements.** *Change is*

being requested for enhancement to the public realm standards through the island consistently.

- **Sec. 40.9. - Setbacks.** For structures that front 8th, 9th or Gulf ~~Way Winds Avenue~~: *Change is a correction of a typographical error.*
- **Allowable conditional uses for zoning districts ROR, RFM, CG-1, CG-2, TC-1, TC-2, CC-1, CC-2, and AC.** *Change to give greater development control for large commercial development.*
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PLANNING BORAD:

The Planning Board sitting as the Local Planning Agency heard the Ordinance on November 13th, 2017 and provided a recommendation of approval 4-0 (Shavlan, Ohlhaber) for the Ordinance as written.

STAFF RECOMMENDATION:

Upon review of the above guiding documents for the City of St. Pete Beach, Staff recommends approval of Ordinance 2017-30.