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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 26, 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.
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. **Request approval of the proposal from Ennead, LLC in the amount of \$14,000 to update the fiscal year 2019 Stormwater Non-Ad Valorem Assessment Roll.**
 - b. **Request approval of the Task Order under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$29,810.00 for the design and**

contract documents of Stormwater Improvements at 44th Avenue and Moody St.

- c. Request approval of the services agreement with Blades of Green Inc in an amount not to exceed the FY18 budget for Tree Trimming.**

5. Action Items

- a. Approve Change Order #8 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue project, in the amount of \$68,201.23.**
- b. Approve Change Order #28 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction from 19th Avenue to W Maritana Drive project in the amount of \$490,042.86.**
- c. Request approval of the amendment to and extension of the Interlocal Agreement between the City of St. Pete Beach and Pinellas County for Advanced Traffic Management System/Intelligent Transportation System (ATMS/ITS) and Roadway Transfer Agreement to transfer traffic control authority.**

6. Ordinances

- a. Ordinance 2018-05 - Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Appendix A (Fee Schedule) of the Code of Ordinances.**
- b. Ordinance No 2018-03 – Final Reading and Public Hearing of an Ordinance of St. Pete Beach, FL Adopting new regulations for communication towers and antennas and establishing new regulations for wireless communication facilities.**
- c. Ordinance No 2018-07–Final Reading and Public Hearing. Customary Use Ordinance an ordinance of St. Pete Beach FL designed to assert long-standing recognition of customary use of beaches by the public.**
- d. Ordinance 2018-06 - First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Section 82-171 (Fines for Violations) of the Code of Ordinances.**

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: Request approval of the proposal from Ennead, LLC in the amount of \$14,000 to update the fiscal year 2019 Stormwater Non-Ad Valorem Assessment Roll.

Date: June 26, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Each year during the budget adoption process, the City is required to update its stormwater assessment roll, indicating all parcels located within the City of St. Pete Beach and the corresponding rate at which stormwater assessments will be applied. Due to the magnitude of work involved, staff has historically contracted with Ennead LLC to manage the annual database update process.

Funding: The fiscal year 2018 Stormwater Fund budget includes funding for this request.

Expenditure account: 103.6108.537.5310.

Requested Motion: "I move to approve the proposal from Ennead, LLC in the amount of \$14,000 to update the fiscal year 2019 Stormwater Non-Ad Valorem Assessment Roll.

Attachment: Ennead LLC Proposal

Reviewed by the City Manager: WS

May 10, 2018

This letter is provided using eMail.

Mr. Vincent Tenaglia
Administrative Services Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Reference: A Proposal to Provide Sub-Consulting Services

Dear Mr. Tenaglia:

History of the Assessment Program

Ennead LLC ("Ennead") has enjoyed several years of working with City staff. The original work order was for the development and implementation of a funding source for the City's Stormwater Management Program. The first year resulted in the adoption of a flat fee that was assessed to all property owners. The revenue generated from that assessment was used in the second year to fund an Engineer's report and the development of an apportionment methodology based on impervious area found on each developed tax parcel within the City. The two rate structure components have been used since that time to fund the City's Stormwater Program. Ennead has maintained assessment records and prepared the Rolls to be certified to the Tax Collector each year since the funding program's inception. In 2015, the City adopted a series of rate adjustments to be used for FY 2016 through FY 2020. This proposal is based on the use of the rates for FY 2018 that were included in the First Class Notice mailed to property owners in 2015.

We are pleased to provide this proposal for consulting services associated with the update of the FY2018-2019 Stormwater Non-ad Valorem ("NAV") Assessments. This proposal includes tasks associated with application of proposed 2018-19 Stormwater rates used to prepare and deliver the TRIM Notice File (due to Pinellas County on or before July 1, 2018); and the application of proposed rates, as furnished by the City. Following any changes due to splits or joins, Ennead will prepare a file suitable for Certification to the County (due to Pinellas County on or before September 15, 2018).

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser's data files. Other adjustments to the billing files, such as mitigation credits, rate changes and/or other adjustments will be based on information provided by City staff. Historic (archived) information that is relative to the application of mitigation credits will be shared with the City at their request.

Attached to this letter you will find the following:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

City's Responsibilities:

If this proposal is acceptable to the City, proposed rates should be provided to Ennead by June 12, 2018 and mitigation credits or other adjustments should be provided to Ennead by June 14, 2018. This will allow Ennead to provide a statement of estimated revenue when Ennead delivers the TRIM Notice file to the Property Appraiser, on or before July 1, 2018.

Ennead's Responsibilities:

Deliverables will include the timely submittal (on or before July 1, 2018) of the TRIM Notice File and a Certifiable Assessment Roll (on or before September 15, 2018). An electronic copy of the roll will be furnished to the City following adoption of the preliminary roll and the certification of the Final Roll.

Ennead staff will participate in phone conferences as may be required to reconcile data updates prior to the development of the Preliminary Roll (for use on the TRIM Notice) and subsequent development of a "Certifiable" NAV Assessment Roll.

If this proposal is acceptable, please indicate by email, so that we may begin work immediately. Simultaneously, please sign and return a copy to Ennead's business office. Thank you for this opportunity.

Best Regards,

ENNEAD LLC, Camilla Augustine, Owner



ATTACHMENT A - SCOPE OF SERVICES

Task 1 Project Management

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff;
- 1.02 Adopt a Critical Events Calendar for Implementation of the FY 2018-19 Stormwater Non-ad Valorem Assessment using the Uniform Method of Collection;
- 1.03 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services;
- 1.04 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database; and
- 1.05 Provide collegial support to attorneys assigned to this project

Task 2 Update of assessment records –

The annual update of tax parcel records in a Master Assessment File (using MSAccess) will be based on the 2017-2018 Stormwater NAV Rolls and data acquired from the Pinellas County Property Appraiser's office. Data fields to be updated will include assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2018-2019 rolls, using rates adopted in the City's "Ten-Year Financial Management Plan". Each sub-task includes file "cleaning" (names and addresses found to be inaccurately entered in the Property Appraiser's database), and identification of other data anomalies that may be found. These issues will be reconciled with the assistance of the City and documented in writing. These rolls would be based on existing impervious square footage calculations and adjustments that have been made through prior submittals of E&I forms. This task does not include any digital measurement of tax parcel impervious area, rather it uses data the best available data provided through downloads from the Property Appraiser's database. If necessary, City staff will assist Ennead LLC in acquiring 1) parcel information associated with "Confidential" parcels as these records are not found in the Property Appraiser's files furnished to the general public, and 2) impervious area associated with multi-story buildings found on certain parcels within the City.

Subtasks include the:

- 2.01 Acquisition of the June 1, 2018 data files from Pinellas County Property Appraiser;
- 2.02 Comparison of 2018 Property Appraiser data with values in the 2017 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll;



ENNEAD LLC

- 2.04 Apply changes mitigation credit based on input provided by City staff or the City's Engineer;
- 2.05 Verification of exemption types, rate basis, ERU value, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, submerged land, Right of Way parcels, etc.; documentation of commercial condo units, as may be applicable;
- 2.06 Application of changes in lot size, impervious area based on "Living Area" available on the Property Appraiser's files and "imperviousness" factors that result in a change in assessment values;
- 2.07 Preparation and timely delivery of the TRIM Notice File;
- 2.08 Delivery of Preliminary Roll to the City Clerk;
- 2.09 Identify estimated revenue to be collected from each assessment component;
- 2.10 Identify cost of assessments associated with exempted parcels; and
- 2.11 Preparation and Delivery of a "Certifiable" Roll no later than September 15, 2018.

Total Lump Sum Fee is \$14,000.

Payment of Invoices

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt. The Lump Sum Fee represents an increase of \$700.00 over the fee charged in 2017-18 (\$13,300).

No mailing tasks are anticipated, as it is our understanding that the rates to be assessed were noticed to affected parcel owners in 2015. Based on the "sustainable ten-year financial management plan" noticed in 2015, the rates for 2018-19 will be \$60.63 for the Tier 1 (Fixed – O&M) assessment and \$101.01 per ERU for Tier 2 (Variable – Capital) assessment. Any other changes to rates requested by the City would be based on the Ennead's rate schedule shown in Attachment B.

ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$165.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$105.00

(*) Direct labor hourly rates effective through December 31, 2018; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

ENNEAD LLC Reimbursable Items

Although we do not anticipate any mailing services to be required, Ennead LLC is able to provide for the production and mailing of notices to affected parcel owners.

If necessary, the cost of layout of the notices and the preparation of the mail merge files would be billed at the Direct Labor Rates shown above.

Reimbursable costs associated with the production of any notices would include the cost of paper, envelopes, printing costs, postage plus a \$2,500 fee payable to Ennead for coordination with the printer, identification of postage required for mailing Notices to foreign addresses, quality control and a notarized Affidavit of Mailing delivered to the City within a week of the mailing of Notices.

Please note that the cost of postage must be paid directly to the printer, prior to printing and mailing of any mailed notices.

ATTACHMENT C

**Work Order Agreement between the
CITY OF ST. PETE BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2018-2019 (Fixed and Variable Rates)**

The *Base Agreement* is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$14,000.00, includes the Base Agreement and execution of Tasks 1.01 – 1.06 and Tasks 2.01 – 2.11.

Again we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC
Tallahassee, Florida**

ST. PETE BEACH


_____ 5-10-2018

Camilla A. Augustine, Owner

Date

Title _____ Date _____

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$29,810.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.

Date: June 26, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that GGI LLC (Genesis) perform a drainage study with which to recommend a design for improving drainage in the vicinity of 44th Avenue & Moody Street. Based on the drainage report submitted by Genesis dated April 30, 2018, recommended improvements include upsizing of stormwater piping and associated outfall piping.

This Task Order provides for design level survey and geotechnical investigation, design drawings and contract documents for the implementation of the selected improvements.

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

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with GGI LLC, in the amount of \$29,810.00 for the design and contract documents of Stormwater Improvements at 44th Avenue and Moody St.”

Attachment: Task Order from GGI LLC

**Reviewed by the
City Manager:**

WS

May 10, 2018

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: 44th Avenue and Moody
Drainage Improvements Design (TO #2018-05)
ST. PETE BEACH, FLORIDA
GGI PROJECT NO. 6140-015P**

Dear Mr. Warner:

GGI, LLC (dba Genesis) is pleased to submit Task Order 2018-05 to provide the City of St. Pete Beach (CLIENT) with Developing Design Drawings and Contract Documents for 44th Avenue and Moody Drainage Improvements associated with our Continuing Services Contract for Professional Design Services dated January 10, 2017.

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

1. – Dennis J. Benham – Survey

Please review, sign, and return the attached to me for final execution.

Sincerely,

GENESIS



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

cc: File 6140-015P

Attachments



Exhibit "B"

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

<i>Date of Task Order Request</i>	April 30, 2018
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<i>Firm Selected for Task</i>	Genesis
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<i>Task (Project) Name</i>	44 th Avenue and Moody Drainage Improvements Design
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<i>Task Description (and other relevant details)</i>	This task order provides for developing design documents for 44th Avenue and Moody Drainage Improvements. The tasks included in the scope of work are: 1. Project Kick-Off Meeting and Site Visit 2. Geotechnical Investigation 3. Topographic Survey 4. Preliminary Submittal – 30% Design 5. Meeting/Workshop 6. Design Drawings and Contract Documents
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<i>Task Budget</i>	\$29,810 .00
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<i>Task Proposal Due Date</i>	May 10, 2018
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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 2018-05
44th AVENUE AND MOODY
DRAINAGE IMPROVEMENTS DESIGN

BACKGROUND AND SCOPE OF SERVICES OVERVIEW

The 44TH Avenue and Moody Street Drainage Improvements Stormwater Management Study was completed in April 2018 under Task Order No. 2017-05. The Stormwater Management Study (SMS) included developing a stormwater computer model (ICPR3) of the study area for analyzing existing conditions as well as 3 scenarios for proposed improvements to the existing drainage infrastructure. The SMS also included a topographic survey and geotechnical investigation of the existing study area. The SMS Final Report provided a summary of the existing conditions and the 3 Scenarios for improvements to the existing drainage infrastructure and opinion of probable construction cost (OPCC) of the recommended improvements to the existing drainage system.

The scope of services includes development of engineering plans and contract documents for drainage improvements within the project area based on the Drainage Improvements Stormwater Management Study and includes replacement of existing drainage facilities. The scope of services provides for 2 design alternatives associated with the outfall piping as follows:

Alternative 1:

Remove and replace the existing 15-inch equivalent outfall pipe with a 24 x 38-inch elliptical reinforced concrete pipe (ECRP).

Alternative 2:

Construct a new 24 x 38-inch ECRP along the east property line of the of the adjacent property east of the existing outfall pipe.

Both alternatives will require easements to be secured prior to construction. The new inlets and piping connecting the inlets are equivalent for the alternatives. Attachment A presents a map of the 2 alternatives. The scope of work also includes coordination and permitting efforts associated with SWFWMD. Genesis will use Dennis J. Benham, PLS for survey services for developing drainage easement description.

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 – BOUNDARY SURVEY/DRAINAGE EASEMENT DESCRIPTIONS

Description: Perform a boundary survey and develop drainage easement descriptions for obtaining easements.

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. Boundary survey proposal is included within Attachment B.

TASK 3 – PRELIMINARY SUBMITTAL – 30% DESIGN

Description: Genesis will prepare 30% design plans and opinion of probable construction cost (OPCC) for the 2 Alternatives. The 30% submittal will identify existing utilities and potential conflict resolutions.

TASK 4 – 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 55– 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. This work also includes filing for SWFWMD permit associated with the drainage outfall improvements. 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') (3 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:

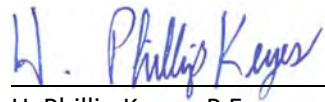
Description	Weeks After NTP
Task 1 – Project Kick-Off Meeting and Site Visit	2
Task 2 - Topographic Survey	5
Task 3 – Preliminary Submittal – 30% Design	10
Task 4 – Meeting/Workshop	11
Task 5 – Design Drawings and Construction Documents	
100% Design Submittal	21
City Review	22
City Review Comments Addressed	24
Final Submittal	25

FEE

The fee breakdown for developing the project is as follows:

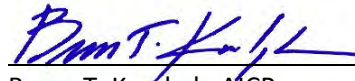
Task	Description	Project Manager	Project Engineer	Engineering Intern	Design Technician	Administrative Assistant	Sub Total
		\$170.00	\$95.00	\$90.00	\$75.00	\$55.00	
1	Project Kick-Off and Site Visit	2	2			1	\$585.00
2	Survey Coordination	2				2	\$450.00
3	Preliminary Submittal- 30% Design	2	32		52		\$7,280.00
4	Meeting/Workshop	2	2	2			\$710.00
5	Design Drawings and Specifications						
	Cover Sheet		1		2		\$245.00
	Survey Sheet		1		2		\$245.00
	General Notes Sheet	2	4	2	2		\$1,050.00
	Technical Notes Sheet	2	4	2	2		\$1,050.00
	Plan/Profile Sheets	4	34	25	20		\$7,660.00
	Standard Detail Sheet	1	1	2	6		\$895.00
	Reimbursable						
	Survey						\$3,140.00
	SWFWMD ERP Coordination and application						\$6,000.00
	Expenses						\$500.00
	Total	17	81	33	86	3	\$29,810.00

GENESIS



5/10/18

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



5/10/18

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

ACCEPTED BY:

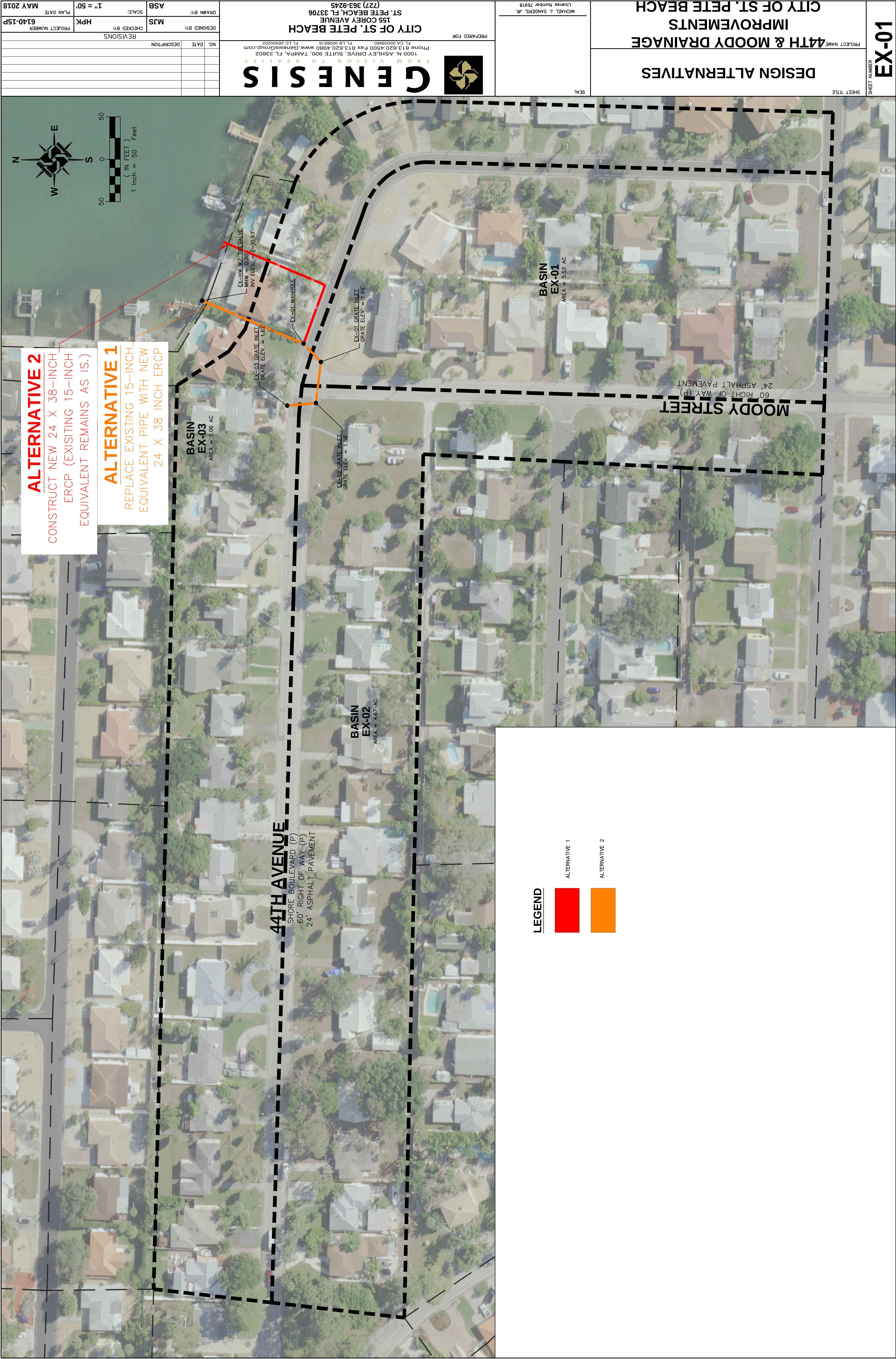
CLIENT Signature

Date

Typed/Printed Name and Title

ATTACHMENT A

LOCATION MAP



ATTACHMENT B

TOPOGRAPHIC SURVEY PROPOSAL

DENNIS J. BENHAM
PROFESSIONAL SURVEYOR AND MAPPER

May 10, 2018

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

RE: Land Surveying Proposal
44th Avenue & Moody Street 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. Prepare a Boundary Survey for two (2) adjacent lots. Improvements on each lot will be delineated and shown on the survey.
2. Collect topographic data in a twenty five foot (25') corridor from the right of way line to the seawall for Alternative No. 2.
3. Survey will be prepared relative to the Florida state Plane Coordinate System, West Zone, 1983-2011 adjustment and relative to the North American Vertical Datum (NAVD) of 1988.
4. Prepare a sketch and legal descriptions for a Drainage Easement and a Temporary Construction Easement for Alternative No. 1 and Alternative No. 2.
5. Upon completion, survey drawings will be prepared. Signed and sealed copies along with digital files in PDF and DWG format will be supplied.

Lump Sum Fee: \$3,140.00

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

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

Issue Considered: Request approval of the services agreement with Blades of Green Inc in an amount not to exceed the FY18 budget for Tree Trimming.

Date: June 26, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City approached Blades of Green Inc about potential piggy-back opportunities for City wide Tree Trimming services. Blades of Green is currently under contract with the City of St. Petersburg for a scope of work that contains unit prices for those services required by the City. The City will piggy-back on the St. Petersburg contract, and enter into a purchase agreement with Blades of Green to perform work on a task order basis, not to exceed the FY18 operating budget for Tree Trimming.

Funding: Public Works Operating - Tree Trimming

Requested Motion: "I move to approve the services agreement with Blades of Green Inc in an amount not to exceed the FY18 budget for Tree Trimming.

Attachment: Services Agreement
City of St. Petersburg Contract

**Reviewed by the
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Tree Trimming

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

WHEREAS, Contractor is currently under contract with the City of St. Petersburg for Tree Services: Public Facilities and Right-of-Way blanket purchase agreement (the "SP Agreement"); 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 SP Agreement 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 SP Agreement; 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 with the City of St. Petersburg (Exhibit "B")

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:

Blades of Green, Inc.
13539 N Florida Ave
Suite 2
Tampa, FL 33613

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 Exhibit B 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.

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than two (2) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date.

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

Blades of Green, Inc.

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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”)



City of St. Petersburg
BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
185678	0	08-OCT-2015
This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.		

SHIP TO:
Requesting Department Saint Petersburg, FL 33701 United States

VENDOR:	VENDOR NO: 118915
Blades of Green Inc 13539 N Florida Ave Ste 2 Tampa , FL 33613	

BILL TO:
FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

Description: Tree Services: Public Facilities and Right-of-Way
Effective: 17-SEP-2015
End Date: 31-JUL-2018
Buyer/Phone: Donald Enge / 727-893-7030
Email: donald.enge@stpete.org
Vendor/Phone: Mark Ingram / (813) 546-7270
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: \$165,000.00

Supplier Notes: This Agreement covers 988-36 Tree Services for Public Facilities and Right-of-Ways effective September 17, 2015 through July 31, 2018 with two one-year renewal options. City Council approval dated September 17, 2015. This Agreement supersedes BPA Nos. 165967 and 165965.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	988.88 Tree Services, Public Facilities.	DOLLAR	1.00
2	988.88 Tree Services, Right-of-Way	DOLLAR	1.00

State Sales Tax Exemption Number 85-8012740154C-1
Federal Employer ID Number 59-6000424


Procurement Director

City of St. Petersburg Blanket Purchase Agreement 185678

iSuppliers:

Please login and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Non-iSuppliers:

Please sign and return this page to the Purchasing Department, acknowledging acceptance of the terms and conditions of this agreement and all change notices.

Company Name: _____

Address: _____

Authorized Signature: _____

Date: _____

Return signed acknowledgement to:

City of St. Petersburg
Purchasing Department
Donald Enge
PO Box 2842
St. Petersburg, FL 33731

Part A

Request for Qualifications Response

Blades of Green Cover Letter

- 1. Summary:** Blades of Green is a full tree service provider. From tree trimming to removals to stump grinding, we cover it all. Here at Blades Of Green we strive to provide quality work and do whatever it takes to deliver it. We serve all of central Florida. This includes Hillsborough, Pasco, Pinellas, Polk, Sarasota, and Orange counties. All of our crews have over 20 years of experience and are trained to do every job to our quality standards while keeping a safe and contained work environment. We treat our customer's property as our own and clean up any signs that we were even there before we leave.
- 2. Statement of Scope of Work:** Blades of Green Inc is in full understanding of the scope of services and requirements stated in Proposal No. 7867 from the City of St. Petersburg, FL.. Blades of Green meets these requirements and has the ability to complete all services needed in this contract/proposal.

Blades of Green Inc
13539 N. Florida Ave #2
Tampa, FL 33613
813-516-3392 (Phone)
813-374-9229
bladesofgreentrees@yahoo.com

Experience and Qualifications

- 1. Date Founded: Aug 2007**
- 2. Proof of State Registration: Enclosed**
- 3. Company Ownership: Corporation**
- 4. Local Employees: 10**
- 5. Point of Contact:**
Mark Ingram
13539 N. Florida Ave
Tampa, FL 33613
813-546-7270
- 6. Blades of Green has/had the following contracts which included services described in this RQU.**
Orange County Public Works
Pasco County Utilities
City of Tampa
Citrus County Public Works
City of Inverness, FL
Hillsborough County Schools
Pinellas County Schools
Sarasota County Schools
All of the listed contracts included trimming and removals off roadways and county/city ROWs. Maintenance of traffic was required on many of the job locations. Also Blades of Green has been these services on many county and city facilities.
- 7. Blades of Green has been providing many of these services since it was founded in Aug of 2007.**
- 8. Blades of Green has no prior or ongoing contract failures. Also Blades of Green is not involved in any criminal or civil litigation.**
- 9. Supervisor's History: enclosed**
- 10. Certificate enclosed**

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

BLADES OF GREEN, INC.

Filing Information

Document Number	P07000093341
FEI/EIN Number	26-0757439
Date Filed	08/20/2007
Effective Date	08/20/2007
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/13/2011

Principal Address

13539 NORTH FLORIDA AVE
SUITE #2
TAMPA, FL 33613

Changed: 04/13/2012

Mailing Address

13539 N FLORIDA AVE.
TAMPA, FL 33613

Changed: 04/13/2012

Registered Agent Name & Address

INGRAM, MARK
13539 N FLORIDA AVE
TAMPA, FL 33613

Address Changed: 04/13/2012

Officer/Director Detail**Name & Address**

Title P

INGRAM, MARK
13539 N FLORIDA AVE #2
TAMPA, FL 33613

Title VP

MAIER, JOHN
13539 N. FLROIDA AVE
TAMPA, FL 33613

Annual Reports

Report Year	Filed Date
2013	04/30/2013
2014	03/21/2014
2015	04/22/2015

Document Images

<u>04/22/2015 -- ANNUAL REPORT</u>	View image in PDF format
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<u>11/13/2011 -- REINSTATEMENT</u>	View image in PDF format
<u>10/11/2010 -- REINSTATEMENT</u>	View image in PDF format
<u>03/13/2009 -- REINSTATEMENT</u>	View image in PDF format
<u>08/20/2007 -- Domestic Profit</u>	View image in PDF format

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State of Florida, Department of State

**Electronic Articles of Incorporation
For**

P07000093341
FILED
August 20, 2007
Sec. Of State
vingram

BLADES OF GREEN, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

BLADES OF GREEN, INC.

Article II

The principal place of business address:

208-B EAST TERRACE DRIVE
PLANT CITY, FL. US 33563

The mailing address of the corporation is:

208-B EAST TERRACE DRIVE
PLANT CITY, FL. US 33563

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

10000

Article V

The name and Florida street address of the registered agent is:

MARK INGRAM
208-B EAST TERRACE DRIVE
PLANT CITY, FL. 33563

I certify that I am familiar with and accept the responsibilities of registered agent.

P07000093341
FILED
August 20, 2007
Sec. Of State
vingram

Registered Agent Signature: MARK INGRAM

Article VI

The name and address of the incorporator is:

HARTMAN AND HARTMAN CPAS PA
11404 1/2 N 56TH ST

TAMPA, FL 33617

Incorporator Signature: PETER J HARTMAN

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
MARK INGRAM
208-B EAST TERRACE DRIVE
PLANT CITY, FL. 33563 US

Title: VP
ROBERTA DAVIDSON
208-B EAST TERRACE DRIVE
PLANT CITY, FL. 33563 US

Article VIII

The effective date for this corporation shall be:

08/20/2007

**Blades of Green
Lead Employee List**

John Maier

- **Owner / General Manger**
- **Main Point of Contact**
- **20 years of tree experience**
- **Class A CDL Driver**
- **MOT Certified**

Mark Ingram

- **Co- Owner**
- **Site inspector**
- **15 years sales experience**
- **MOT certified**

Jeff Brunson

- **Head of Operations**
- **Project Manager**
- **Oversees all crews and work**
- **15 years tree experience**
- **8 years foreman experience**

Dwight Jenkins

- **Crew foreman**
- **15 years tree experience**
- **Class A CDL Driver**
- **Bucket operator**

Blades of Green References

1. **School District of Hillsborough County:** (July 2009 – Present) Blades of Green has a tree contract with Hillsborough County Schools. Blades of Green is responsible for the trimming and removal of trees at various District schools and facilities. All employees working on this contract are required to be Jenifer Lunsford background check approved in order to work on these facilities.

**School District of Hillsborough County
3838 N. 50th Street
Tampa, FL 33619
Contact: Michael Busciglio
Phone: 813-635-1187 E-mail Michael.Busciglio@sdhc.k12.fl.us**

2. **Orange County Public Works** (Oct 2011 – present) Blades of Green is in contract with Orange County Public Works Department. Blades of Green is responsible for the trimming of trees off road ways and sidewalks. Removals throughout the county are also part of the contract with Orange County. The Storm Water Department of Orange County piggybacks this contract allowing for more work for Blades of Green.

**Orange County Public Works
4001 John Young Parkway
Orlando, FL
Contact: Jim Schell
Phone: 407-836-5410 E-mail: Jim.Schell@ocfl.net**

3. **Pasco County Utilities** (Oct 2013 – present) Blades of Green is in contract with Pasco County's Utilities Department. Blades of Green is responsible for the trimming of trees at water pumps facilities and besides county antennas. Blades of Green also does any removals needed by their department.

**Pasco County Utilities O&M
19420 Central Blvd.
Land O' Lakes, FL 34637
Contact: Lisa McClenny
Phone : 727-247-0234 E-mail: lmccclenny@pascocountyfl.net**

4. **Sarasota County Schools:** Blades of Green is in contract with Sarasota County School Board. Blades of Green is responsible for the trimming and removal of trees at county facilities throughout the county.

Sarasota County School Board

7889 Fruitville Rd

Sarasota, FL 34240

Contact: Don Hampton

Phone : 941-316-8143 E-mail Don.Hampton@sarasotacountyschools.net

Blades of Green Contract Staff

John Maier/Mark Ingram – Project Coordinator

Jeff Brunson – Lead Foreman

Daniel Jackson – Foreman

Mike Baldassarre – Foreman

Dwight Jenkins – Foreman /CDL Driver

Randy Kelch- Head groundsman Groundsman

Steve Lacen – Bucket operator / Cutter

Dra Bury – Bucket Operator / Cutter

Dwight Jenkins – Bucket Operator/ CDL Driver

Ronald Burr – Cutter

William Burr – Head groundsman

Kassidy McBride- Groundsman

Daken Barber – Groundsman

Wess Williams – CDL Driver

Gary Harker – Driver

**Blades of Green
13539 N. Florida Ave
Tampa, FL 33613**

Blades of Green Info

- **Blades of Green Inc has an 1,200 sq/ft office on Florida Ave in Tampa, FL**
- **In addition Blades of Green shares a multi acre lot with Fleet Truck Services to park it's equipment. This is a convenient location because it allows Blades of Green to have all its equipment fixed quickly.**
- **Blades of Green Equipment: (List is enclosed): Blades of Green has a vast amount of equipment to get the job done. By having a diverse amount of equipment Blades of Green can chose the equipment that will get the job done more efficient. Also allows for multiple jobs to be completed at the same time.**
- **Blades of Green county/city work procedure:**
 - **Receive call / email from county / city foreman requesting work.**
 - **Set up date/time to look at requested work.**
 - **Agree on work needed completed.**
 - **Blades of Green provides quote and or work order with beginning and completion dates.**
 - **Blades of Green receives order to proceed.**
 - **Blades of Green completes work**
 - **Blades of Green contacts foreman on completion of work.**
 - **Blades of Green bills out work only after foreman is satisfied with completion of work.**
 - **Any discrepancies shall be worked out between the county foreman and the Blades of Green manage/foreman that looked at the work. Blades of Green will fix any deficiencies that a needed.**

Blades of Green Tree Equipment List

QTY	ITEM DESCRIPTION	MAKE	MODEL		CONDITION
4	Boom truck	GMC	Topkick/6500	65' working height	Good
4	Grapple Trucks	International	6500	35 -55 yard beds	excellent
1	Flat bed	Ford	F550		excellent
1	Dump truck	International			good
1	Dump truck	Sterling			excellent
4	Utility Boom	Ford	f-550	35' working height	excellent
1	Pick-up Truck	Ford	f-550		good
2	Chippers	Morbark	storm		excellent
1	Chip Truck	International			good
1	Grapple truck	International			good
1	Bobcat Loader	Bobcat	975		good
3	Stump grinder	Vermeer / Rayco		50hp to 90hp	excellent
1	4 x 4 Man Lift			50' lift	excellent

**Blades of Green
13539 N. Florida Ave
Tampa, FL 33613
813-546-7270**

Site Inspection

- 1. Workers shall inspect the site near to the tree**
 - **Prior to conducting any work**
 - **Whenever incidents occur that may change site**
 - **Area that may impact or be impacted by falling wood**
 - **Guideline: 1.5X height of tree**
 - **Identify potential site hazards to workers**
 - **Identify potential targets within fall zone of tree**
- 2. Common site hazards include:**
 - **Electric lines**
 - **Chemical storage**
 - **Natural gas or petrol storage**
 - **Tripping obstacles**
 - **Vehicles**
 - **Puncture hazards (fences, stakes, rebar, etc.)**
 - **Steep terrain or pits**
 - **Dangerous animals and insects**
 - **Weather conditions**
- 3. Common potential targets within fall zone of tree may include:**
 - **People**
 - **Vehicle**
 - **Structures**
 - **Valuable man-made or natural objects.**

**Blades of Green
13539 N. Florida Ave. Suite 2
Tampa, FL 33613
813-546-7270**

Road Work Safety

- 1. Yellow/orange safety vest or yellow work shirts must be worn at all times while doing work along/on road sides.**
- 2. As always safety helmets must be worn.**
- 3. MOT plan will be discussed before any work begins.**
- 4. Flaggers must wear proper safety vest.**
- 5. Cones must be laid out (according to the MOT plan) before any work.**
- 6. Remember all drop zone rules are still followed during roadside work.**
- 7. Like we learned as kids. Look both ways before crossing any road.**
- 8. Caution levels should be at a high level when doing road work.**

**Blades of Green
13539 N. Florida Ave. Suite 2
Tampa, FL 33613
813-546-7270**

Safety Wear

- 1. Yellow/orange safety vest or yellow work shirts must be worn at all times while doing work.**
- 2. Safety helmets must be worn to defend against any fallen debris.**
- 3. Heavy work gloves shall be worn to prevent cuts, bruises, or infections.**
- 4. Safety glasses shall be worn to prevent any eye damage from limbs, wood chips, ect.**
- 5. Ear plugs shall be worn to prevent any inner ear damage from chain saw/ equipment noise.**
- 6. Work boots must be worn to protect your feet. No tennis shoes can be worn will working on job site.**
- 7. Cutting Chaps must be worn by any ground workers cutting up limbs on the ground.**

**Blades of Green
13539 N. Florida Ave. Suite 2
Tampa, FL 33613
813-546-7270**

Drop Zone Safety

Safe Work Practices

- **Follow the site inspection requirements.**
- **Inspect the tree/trees and make sure they are not considered “danger/hazard tree. (damage to roots, trunk, limbs ect)**
- **Mark off working area. This area shall be at least two tree lengths of the tree being fallen. A greater work area shall be given inn area where there is a slope.**
- **No employee shall enter this work area until it has been acknowledged it is safe to do so.**
- **The only other time an employee can enter this area is when an employer/ foreman demonstrates that a team of employees is needed in the removal/ trimming of a particular tree.**
- **When dropping limbs/ branches the climber/ buck operator should always assume that's ground worker could be under the canopy of the tree.**
- **Communication is important. Commands such as “stand clear”, “all clear”, can be used to warn ground workers that cutting is about to begin. Any command must be given before cutting begins.**
- **Pre-arranged ground operations. For example allow for ground workers to remove brush and debris from under the tree during periods of time when climber/ bucket operator are repositioning themselves. (THIS SHALL ONLY BE DONE WHEN IT IS ACKNOWLEDGED TO DO SO.)**
- **While in the work zone workers shall be aware of hangers or any other items that may become dislodged.**
- **Workers shall be positioned and the duties organized so the actions of one shall not creat a hazard to others.**

Tampa Area Safety Council

This is to certify that

Jahn Maier

has satisfactorily completed the
Maintenance of Traffic Intermediate
Level Training Course



FASC Provider No. 125

Date Completed: 11/30/2012

Expiration Date: 11/30/2016

Kurt Dansereau
Instructor



Tampa Area Safety Council

This is to certify that

Mark Ingram

has satisfactorily completed the
Maintenance of Traffic Intermediate
Level Training Course



FASC Provider No. 125

Date Completed: 11/30/2012

Expiration Date: 11/30/2016

Kurt Dansereau
Instructor

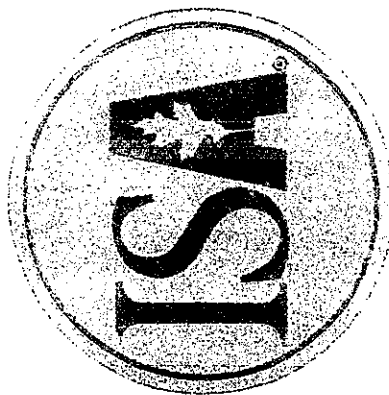


International Society of Arboriculture

Certified Arborist

Drew E. Soper

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Skiera, Executive Director
International Society of Arboriculture

FL-6238A	Dec 11, 2013	Dec 31, 2016
Certification Number	Certified Since	Expiration Date

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
2/24/2015PRODUCER Florida Alliance Insurance Inc.
1926 Bloomingdale Avenue
Valrico, FL 33596

(813)661-7200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED BLADES OF GREEN MAINTANCE
MR. JOHN MAIER
7440 E KILLSBOROUGH AVENUE
TAMPA, FL 33610

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CERTAIN CARRIERS AT LLOYDS

41297

INSURER B: INFINITY INSURANCE COMPANY

22268

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. ADD'L LTR. INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ WAIVER OF SUBROGATION GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	FL69863574-00	2/22/2015	2/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	509286741528001	3/18/2014	3/18/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	☐ EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATUTORY LIMITS ☐ OTH. PR EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	☒ OTHER PIP 97 GMC 04 FORD F550	509286741528001 1GDG6H1P6VJ508493 1FDAM57PK42C31284	3/18/2014	3/18/2016	PIP 10,000

 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 01 FORD 1FDAP56F31E801661, 01 DODGE 1B7XP23281J5202500, 02 GMC 1GDM7H1C92J501062, 08 FORD 1FDAP55KX8B98618
 92 FORD 1FDYL9DA7NVA26849, 99 GMC 1GDJ6H1D1XJ853624, 97 INT 1HT8CAAM6VH471475, 15 CHEVY 1GNHC8K3FR178015
 95 GMC 1GDL7H1P28J511401, 03 STERLING 2FZACGCS43AL99394, 98 FORD 1FDPF80C0WVA35490, 97 CHEVY 4KCN4B1R3VJ00472

WAIVER OF SUBROGATION

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Date
3/25/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage

NAIC #
11075

Insurer A: Lion Insurance Company

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits												
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ _____ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$												
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$												
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence \$ Aggregate \$												
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 45%;">WC Statutory Limits</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td>\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER		E.L. Each Accident	\$1,000,000		E.L. Disease - Ea Employee	\$1,000,000		E.L. Disease - Policy Limits	\$1,000,000
X	WC Statutory Limits	OTH-ER																
	E.L. Each Accident	\$1,000,000																
	E.L. Disease - Ea Employee	\$1,000,000																
	E.L. Disease - Policy Limits	\$1,000,000																
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616																

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Client ID: 31-66-590

Blades of Green, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: FOR BID PURPOSES ONLY

ISSUE 03-25-15 (MT)

CERTIFICATE HOLDER

CANCELLATION

Begin Date 10/14/2013

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. Rouse

QUOTE

Blades of Green Inc.

13539 N. Florida Ave
Tampa, Florida 33613
813-546-7270
bladesofgreentrees@yahoo.com

DATE: August 10, 2015

CITY CONTACT:

Bob Smith
City of St. Pete
WO Number: 402896

LOCATION: 1001 Smith St.
DESCRIPTION OF SERVICE: Remove one tree and stump grind down 6" below grade.
Work will be completed within <u>3</u> calendar days from the start date.

BID ITEM #	DESCRIPTION	QTY.	COST	HOURS	TOTAL
	HOURLY LABOR WORKER RATE	4	\$15.00	4	\$ 240.00
	HOURLY RATE - FOREMAN/SUPERVISOR				
2	Foreman	1	\$30.00	4	\$ 120.00
	supervisor	1	\$50.00	1	\$ 50.00
	HOURLY RATE - EQUIPMENT				
3	boom truck	1	\$120.00	4	\$ 480.00
	dump truck (with driver)	1	\$40.00	3	\$ 120.00

	bobcat loader	1	\$75.00	2	\$	150.00
4	EMERGENCY HOURLY LABOR RATE		\$80.00		\$	-
5	EQUIPMENT					
	SPECIFY EQUIPMENT HERE		\$20.00		\$	-
	SPECIFY EQUIPMENT HERE		\$20.00		\$	-
	SPECIFY EQUIPMENT HERE		\$20.00		\$	-
6	EQUIPMENT					
	SPECIFY EQUIPMENT HERE		\$32.00		\$	-
	SPECIFY EQUIPMENT HERE		\$32.00		\$	-
	SPECIFY EQUIPMENT HERE		\$32.00		\$	-
7	ARBORIST CONSULTATION		\$40.00		\$	-
Thank you, Mark Ingram Blades of Green						
TOTAL					\$	1,160.00

THANK YOU FOR YOUR BUSINESS!

Part F

Attachments

Attachment A

Contract Pricing Schedule

City of St. Petersburg Procurement and Supply Management

Contract Pricing Schedule

RQU# 7867 Tree Services, City Property - Right of Way

1. Indicate Hourly Labor Rates for Labor Categories listed. 2. Submit Additional Labor Categories/Rates on a Separate Sheet

Description	Unit	Hourly Rate
<u>Monday - Friday, 8am - 5pm</u>		
Labor, Worker	HR	\$ 15
Labor, Foreman	HR	\$ 30
Labor, Supervisor	HR	\$ 50
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ 75
Transport Truck w/ Driver	HR	\$ 30
Dump Truck w/ Driver	HR	\$ 40
Crane w/ Operator	HR	\$ 120
Water Truck w/ Driver	HR	\$ 60
Licensed Spray Technician	HR	\$ 75
Certified Arborist Services	HR	\$ 25
Stump Grinder, Operator	HR	\$ 30
Crash Attenuator	HR	\$ 25
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ 30
Bucket Truck w/ Operator	HR	\$ 120
<u>Monday - Friday, After 5pm and Before 8am</u>		
Labor, Worker	HR	\$ 20
Labor, Foreman	HR	\$ 35
Labor, Supervisor	HR	\$ 60
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ 90
Transport Truck w/ Driver	HR	\$ 40
Dump Truck w/ Driver	HR	\$ 55
Crane w/ Operator	HR	\$ 150
Water Truck w/ Driver	HR	\$ 70
Licensed Spray Technician	HR	\$ 90
Certified Arborist Services	HR	\$ 40
Stump Grinder, Operator	HR	\$ 40
Crash Attenuator	HR	\$ 40
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ 50
Bucket Truck w/ Operator	HR	\$ 175
<u>Saturday, Sunday and Official City Holidays</u>		
Labor, Worker	HR	\$ 30
Labor, Foreman	HR	\$ 45
Labor, Supervisor	HR	\$ 75
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ 110
Transport Truck w/ Driver	HR	\$ 55
Dump Truck w/ Driver	HR	\$ 75
Crane w/ Operator	HR	\$ 175
Water Truck w/ Driver	HR	\$ 80
Licensed Spray Technician	HR	\$ 100
Certified Arborist Services	HR	\$ 55
Stump Grinder, Operator	HR	\$ 55
Crash Attenuator	HR	\$ 50
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ 70
Bucket Truck w/ Operator	HR	\$ 200
<u>Emergency/Within The Hour' Response Time (Non-Disaster)</u>		
Labor, Worker	HR	\$ 30
Labor, Foreman	HR	\$ 45
Labor, Supervisor	HR	\$ 85
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ 150
Transport Truck w/ Driver	HR	\$ 70
Dump Truck w/ Driver	HR	\$ 75
Crane w/ Operator	HR	\$ 190
Water Truck w/ Driver	HR	\$ 95
Licensed Spray Technician	HR	\$ 90
Certified Arborist Services	HR	\$ 60
Stump Grinder, Operator	HR	\$ 60
Crash Attenuator	HR	\$ 60
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ 90
Bucket Truck w/ Operator	HR	\$ 220

Attachment B

**Form for Claiming Status as a Small Business
Enterprise**

City of St Petersburg
Form for Claiming Status as a Small Business Enterprise
 Procurement & Supply Management

Name of Firm: _____
 Certification No. _____ Expiration Date _____
 Occupational License No. _____ Expiration Date _____

Type: Supplies ☐ Services ☐ Construction ☐

Number of Employees: _____

Sales Volume for

Previous Three Years: 20____:\$_____

20____:\$_____

20____:\$_____

Bidder affirms that it is a certified small business as defined by St. Petersburg City Code, Chapter 2, Article V, Division 4, Sections 2-269 through 2-298 and the regulations thereto.

 Printed Name and Title

 Authorized Signature

 Solicitation No.

Method of Award for Small Business Enterprise

The award will be made to the certified, responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) for the total bid as defined below. The Evaluated Bid Price will be calculated based on the following scale using the following formula: Bid Price X Discount = EBP

The discount for this purchase is indicated below (✓).

_____	15% on low bids from	\$0	\$1,500
_____	10% on low bids from	1,500	19,999
_____	9% on low bids from	20,000	39,999
_____	8% on low bids from	40,000	59,999
_____	7% on low bids from	60,000	79,999
_____	6% on low bids from	80,000	99,999
_____	5% on low bids from	100,000	149,999
_____	4% on low bids from	150,000	249,999
_____	3% on low bids from	250,000	499,999
_____	2% on low bids from	500,000	999,999
_____	1% on low bids from	1,000,000	or more

Attachment C

Water Resources Department Security Standards



**City of St. Petersburg
Water Resources Department
Water Treatment and Distribution Division**

SECURITY STANDARDS

1. The Division of Water Treatment and Distribution has a Terrorist Threat Response Plan (Separate Cover). Questions regarding security should be directed to that document or the Manager, Water Treatment & Distribution. In some cases, there may be a conflict between this document and the Terrorist Threat Response Plan. If that is so, then the Terrorist Threat Response Plan takes precedence over this document.
2. Background checks: Since September 11, 2001, the Homeland Security / EPA agencies advise that we take extra precautions and be diligent in protection of our water facilities infrastructure. A Vulnerability Assessment Study of these facilities has been completed and one recommendation made was that background checks be conducted on all personnel working at our water treatment and distribution facilities. This includes contractors and their employees as well as the city staff.
3. The Water Resources Department, in response to the recommendations of the Vulnerability Assessment study, is now conducting background checks of all workers at their water treatment facilities. Before coming on site to work, the contractor will provide a list of the following:
 - Full names of the employees assigned to be on-site
 - Their Social Security Numbers and;
 - Their Birth Date

The Water Resources Department project coordinator or his designee will conduct a background check prior to allowing workers on site. In order to give us time to conduct these background checks, we request this information be given to us at least 72 hours in advance. The contractor will be notified as to who passed the background check and allowed on our sites and who did not.

4. Contractors using "day-labor" will provide the same information as above and with as much notice as possible. While it may not always be possible to give us the 72 hours notice, we still will not allow "temporary" workers on site until they have been checked out. We will try our best to conduct these background checks in a timely manner, but, for many reasons, it may not be possible to get them completed in the time manner that the contractor would desire (web sites may be down, computers may not be working, staff may be busy with other problems, etc.). Nevertheless, temporary day laborers will not be allowed on site until they have had a complete background check. So, the more advanced notice we have, the more likely we will be able to complete the background check as quickly as possible.
5. Delivery personnel, engineers, visitors, etc. that are just visiting the plant (or picking up / dropping off materials) do not have to go thru an extensive background check as those people who are working, unescorted and unsupervised at our facilities. Depending upon what level of alert we are in on the Terrorist Threat Response Plan determines what precautions we take allowing or not allowing these personnel in our facilities.
6. In order to fail a background check, the individual would have to have one or more of the following criteria apply to them:
 - Be wanted by the FBI as a suspected terrorist or someone they suspect to have ties with terrorism.
 - Have an outstanding arrest warrant issued against them.
 - Have been convicted of a 1st or 2nd Degree Felony in a court of law.
 - Is considered a habitual felony offender (convicted of two or more felony or 1st degree misdemeanors offenses within 5 years after their 18th birthday).

IF THERE ARE ANY QUESTIONS REGARDING THESE SECURITY STANDARDS PLEASE SEE ONE OF THE FOLLOWING DIVISION OF WATER TREATMENT AND DISTRIBUTION PROJECT COORDINATORS:

Manager, Water Treatment and Distribution
Water Plant Chief Operator
Plant Maintenance Supervisor
Plant Maintenance Coordinator

Effective date: October 2003



City of St. Petersburg
Procurement & Supply Management
One 4th Street North, 5th Floor
St. Petersburg, FL 33701
Telephone (727) 893-7220
Fax (727) 892-5325

Addendum Request for Proposals

Addendum No.:	1
Date:	July 29, 2015
Procurement Analyst:	Uladia Taylor, CPPO
Proposal No.:	RQU# 7867 dated July 21, 2015
Commodity:	988-88 Three Year Agreement for Tree Services, Public Facility & Right of Way

Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended, by one of the following methods: a) by completing the enclosed acknowledgment form and returning it with the proposal; b) by acknowledging receipt of this addendum on each copy of the proposal submitted; or c) by separate letter which includes a reference to the solicitation and addendum number. Failure of your acknowledgment to be received at the place designated for the receipt of proposals prior to the hour and date specified may result in rejection of your proposal.

Description of addendum:

Add:

Part A, Scope of Services

4. Minimum Requirements

Category II – City Facility Tree Services

- h. Contractors may, upon receipt of written approval from the City, sub-contract Maintenance of Traffic (MOT) required services and invoice for actual costs of MOT services and profit mark up not greater than ten percent.

5. Contractor Responsibilities

- q. Contractor's work crew Supervisors must speak fluent English.

Part A, Technical Specifications

7. City Provided Debris Pick up

- r. Where prior approval is issued in writing by the City's User Department Project Manager, the City may provide debris pick up. Contractor shall not include whole canopies. Contractor shall cut tree trunks to 4 foot lengths. Contractor must stack debris in location designated by the Project Manager. Contractor must receive written approval from the Project Manager to include root balls or root systems containing dirt encasement.

Except as provided herein, all terms and conditions will remain the same.

A handwritten signature in black ink, appearing to read "L. Moore", followed by the date "06/10".

Louis Moore, FNIGP, CPPO
Director, Procurement &
Supply Management

LM:ut



City of St. Petersburg
Procurement & Supply Management
One 4th Street North, 5th Floor
St. Petersburg, FL 33701
Telephone (727) 893-7220
Fax (727) 892-5325

Addendum Acknowledgment

Addendum No.:	1
Date:	July 29, 2015
Procurement Analyst:	Uladia Taylor, CPPO
Proposal No.:	RQU# 7867 dated July 21, 2015
Commodity:	988-88 Three Year Agreement for Tree Services, Public Facility & Right of Way

This is to acknowledge receipt of this Addendum. Failure to acknowledge receipt of this Addendum may result in the disqualification of your proposal.

Blades of Green Inc.
Company Name
13539 N. Florida Ave #2
Address
Tampa, FL 33613
City, State, Zip
813-516-33
Telephone

Mark Ingram
Authorized Signature
Mark Ingram
Name (Type or Print)
President
Title (Type or Print)
bladesofgreentrees@yahoo.com
E-mail Address

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Blades of Green Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 1733 Benbow Ct. #5	Requester's name and address (optional)
6 City, state, and ZIP code Apopka, FL 32703	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	6	-	0	7	5	7	4	3
9								

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 8-7-2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ²
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Part B

Request for Qualifications



City of St. Petersburg
Procurement & Supply Management
One 4th Street North, 5th Floor
St. Petersburg, FL 33701
Telephone (727) 893-7220
Fax (727) 892-5325

Addendum Request for Proposals

Addendum No.:	1
Date:	July 29, 2015
Procurement Analyst:	Uladia Taylor, CPPO
Proposal No.:	RQU# 7867 dated July 21, 2015
Commodity:	988-88 Three Year Agreement for Tree Services, Public Facility & Right of Way (Category I, Sheltered and Category II, Open)

Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended, by one of the following methods: a) by completing the enclosed acknowledgment form and returning it with the proposal; b) by acknowledging receipt of this addendum on each copy of the proposal submitted; or c) by separate letter which includes a reference to the solicitation and addendum number. Failure of your acknowledgment to be received at the place designated for the receipt of proposals prior to the hour and date specified may result in rejection of your proposal.

Description of addendum:

Replace: Original Request for Qualifications Cover Page with the attached revised Request for Qualifications Cover Page.

Add:

Part A, Scope of Services

4. Minimum Requirements

Category II – City Facility Tree Services

- h. Contractors may, upon receipt of written approval from the City, sub-contract Maintenance of Traffic (MOT) required services and invoice for actual costs of MOT services and profit mark up not greater than ten percent.

5. Contractor Responsibilities

- q. Contractor's work crew Supervisors must speak fluent English.

Part A, Technical Specifications

7. City Provided Debris Pick up

- r. Where prior approval is issued in writing by the City's User Department Project Manager, the City may provide debris pick up. Contractor shall not include whole

canopies. Contractor shall cut tree trunks to 4 foot lengths. Contractor must stack debris in location designated by the Project Manager. Contractor must receive written approval from the Project Manger to include root balls or root systems containing dirt encasement.

Except as provided herein, all terms and conditions will remain the same.

A handwritten signature in cursive script, followed by the date "8/6/0".

Louis Moore, FNIGP, CPPO
Director, Procurement &
Supply Management

LM:ut



City of St. Petersburg
Procurement & Supply Management
One 4th Street North, 5th Floor
St. Petersburg, FL 33701
Telephone (727) 893-7220
Fax (727) 892-5325

Addendum Acknowledgment

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Date:	July 29, 2015
Procurement Analyst:	Uladia Taylor, CPPO
Proposal No.:	RQU# 7867 dated July 21, 2015
Commodity:	988-88 Three Year Agreement for Tree Services, Public Facility & Right of Way

This is to acknowledge receipt of this Addendum. Failure to acknowledge receipt of this Addendum may result in the disqualification of your proposal.

_____ Company Name	_____ Authorized Signature	_____ Date
_____ Address	_____ Name (Type or Print)	
_____ City, State, Zip	_____ Title (Type or Print)	
_____ Telephone	_____ E-mail Address	



City of St. Petersburg
Request for Qualifications
Procurement & Supply Management

RQU No.: 7867
Issue Date: **Tuesday, July 21, 2015**
Submittal Date: **Tuesday, August 11, 2015**
Time Due: **3:00 p.m. ET,**

Buyer: **Uladia Taylor, CPPO**
Phone: **727-893-4109**
Fax: **727-892-5325**
E-mail: **Uladia.taylor@stpete.org**

NOTICE IS HEREBY given that **sealed qualifications** will be received by the Procurement & Supply Management Director at his office located at the Municipal Services Center, One 4th Street North, 5th Floor, St. Petersburg, Florida 33701 until: **3:00 p.m. ET, Tuesday, August 11, 2015** at which time proposals received will be publicly opened and the names of the Offerors read aloud for:

Purchase Description:

**988-88 Three-Year Contract for Tree Services, Public Facility & Right of Way
(Category I, Sheltered and Category II, Open)**

The City is seeking to establish a list of pre-qualified tree services Contractors with extensive experience in all phases of tree services for public facilities and right of way, including, but not limited to the tree trimming, removal, stump grinding and stump removal on both municipal and Florida Department of Transportation (FDOT) rights-of-way and at city facilities, parks and private property.

The list of pre-qualified contractors resulting from this solicitation will be utilized to obtain quotes for future tree services projects occurring throughout the city. All projects with an estimated value of **\$5,000** or more shall be bid individually and competitively among the approved list of qualified Contractors. For projects with an estimated value of less than **\$5,000**, city departments may select any contractor from the approved list to complete the project.

Proposals shall be delivered and addressed to:

**LOUIS MOORE, FNIGP, CPPO DIRECTOR
PROCUREMENT & SUPPLY MANAGEMENT
MUNICIPAL SERVICES CENTER
ONE 4TH STREET NORTH, 5TH FLOOR
ST. PETERSBURG, FL 33701**

A Pre-Proposal Conference will be held at: **10:00 a.m. ET, Tuesday, July 28, 2015**

**Procurement & Supply Management
Municipal Services Center
One 4th Street North, 5th Floor
St. Petersburg, FL 33701**

Said proposals must conform to the requirements outlined in the Request for Qualifications (RQU).

Enclosed as part of the RQU are:

- | | |
|--------|---|
| Part A | Scope of Services and Technical Specifications |
| Part B | Instructions to Offerors and General Provisions |
| Part C | Proposal Requirements |
| Part D | Purchasing Base Agreement |
| Part E | Special Provisions for Services |
| Part F | Attachments A, B and C |

Specifications – Specifications and proposal submittal forms are open to public inspection at the Procurement & Supply Management Department. Any Offeror who wishes to submit a proposal must download the RQU and addenda from the City's website www.stpete.org/purchase/solbidn.asp.

Late Offers – Late offers will not be considered and will be returned to Offerors unopened. It is the Offerors' responsibility to ensure that their proposals have sufficient time to be received by the Procurement & Supply Management Department before the Submittal Deadline.

All offers must be submitted on the forms designated by the City and shall be sealed and plainly marked with the label enclosed. Nonconformance with these instructions is grounds for rejection of proposal. The City reserves the right to accept or reject any and all proposals in whole or in part, and to waive minor technicalities, informalities and irregularities.

Questions, requests for interpretation, correction, or clarification must be submitted in writing to the buyer listed above by e-mail and shall arrive no later than noon Tuesday, August 4, 2015.

Louis Moore, FNIGP, CPPO
Director, Procurement & Supply Management

LM:ut
Attachments



City of St. Petersburg
Request for Qualifications
Procurement & Supply Management

RQU No.: 7867
Issue Date: **Tuesday, July 21, 2015**
Submittal Date: **Tuesday, August 11, 2015**
Time Due: **3:00 p.m. ET,**

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Fax: **727-892-5325**
E-mail: **Uladia.taylor@stpete.org**

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PROCUREMENT & SUPPLY MANAGEMENT
MUNICIPAL SERVICES CENTER
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One 4th Street North, 5th Floor
St. Petersburg, FL 33701**

Said proposals must conform to the requirements outlined in the Request for Qualifications (RQU).

Enclosed as part of the RQU are:

- | | |
|--------|---|
| Part A | Scope of Services and Technical Specifications |
| Part B | Instructions to Offerors and General Provisions |
| Part C | Proposal Requirements |
| Part D | Purchasing Base Agreement |
| Part E | Special Provisions for Services |
| Part F | Attachments A, B and C |

Specifications – Specifications and proposal submittal forms are open to public inspection at the Procurement & Supply Management Department. Any Offeror who wishes to submit a proposal must download the RQU and addenda from the City's website www.stpete.org/purchase/solbidn.asp.

Late Offers – Late offers will not be considered and will be returned to Offerors unopened. It is the Offerors' responsibility to ensure that their proposals have sufficient time to be received by the Procurement & Supply Management Department before the Submittal Deadline.

All offers must be submitted on the forms designated by the City and shall be sealed and plainly marked with the label enclosed. Nonconformance with these instructions is grounds for rejection of proposal. The City reserves the right to accept or reject any and all proposals in whole or in part, and to waive minor technicalities, informalities and irregularities.

Questions, requests for interpretation, correction, or clarification must be submitted in writing to the buyer listed above by e-mail and shall arrive no later than noon Tuesday, August 4, 2015.

Louis Moore, FNIGP, CPPO
Director, Procurement & Supply Management

LM:ut
Attachments



City of St. Petersburg

Proposal Notification

Procurement & Supply Management

Notice to Offerors: Log on to www.stpete.org/purchase/purchase.htm and select the link to Vendor Registration to register as a supplier.

SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

Proposal Number:	7867
Proposal Description:	Tree Services, Public Facilities & Right of Way
Procurement Analyst:	Uladia Taylor
E-mail:	uladia.taylor@stpete.org
Telephone Number:	727-4109
Pre-Proposal Meeting Location:	Municipal Services Center, Conference Room 500 One 4 th Street North St. Petersburg, Florida 33701
Pre-Proposal Conference:	10:00 a.m. ET, Tuesday, July 28, 2015
Proposal Opening:	3:00 p.m. ET, Tuesday, August 11, 2015

To view or download this RFP and any addenda go to:

www.stpete.org/purchase/solbidn.htm and click on the proposal number referenced above on this document or the corresponding addendum.

4

Proposal Number: 7867

Proposal Opening Date: Tuesday, August 11, 2015

Offeror : _____

Return Proposal to:

Louis Moore, FNIGP, CPPO, Director
Procurement & Supply Management
Municipal Services Center
One 4th Street North, 5th Floor
St. Petersburg, FL 33701

Note: Always use the label to the left on all packages when returning proposal responses.

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Part A

**Scope of Services
and
Technical Specifications**

**Scope of Services
Tree Services, Public Facility & Right of Way**

1. Background

The City of St. Petersburg ("City") is seeking to establish a list of pre-qualified Tree Service Contractors that meet or exceed City requirements for experience in tree trimming, pruning, removal, stump grinding, and stump removal services, as well as chemical treatments, fertilization, parasite removal and eradication as requested by the Project Manager. In the past year, the City spent approximately \$230,000 for tree trimming and removal services.

Tree Service Contractors may be prequalified in two categories:

a. Category I – City Facility Tree Services:

Tree Services may include City of St. Petersburg facilities and public properties such as airports, community centers, fire stations, gardens, golf courses, offices, operations centers, marinas, museums, parks, police stations, public spaces, theaters, utility facilities and water resources facilities. Refer to Appendix A, City of St. Petersburg Water Resources Department Water Treatment and Distribution Division, Security Standards.

b. Category II - Right-of-Way Tree Services:

Tree Services may include FDOT Highway, LAP funded improvements, local road streetscapes, right-of-way landscape, bridges, easements, greenways, trails and transportation related sites within the City of St. Petersburg.

The list of pre-qualified Contractor's resulting from this solicitation will be utilized to obtain quotes for tree services required throughout the City. One or more Contractors will be chosen for each category and shall be awarded a City Blanket Purchase Agreement (BPA).

2. Scope of Work

The Contractor(s) shall provide all labor, equipment, tools, fuel, vehicles, supplies, transportation and materials to trim, prune or remove shade, palm, and other ornamental trees at various City owned properties and to remove from the site(s) all debris and materials whatsoever generated by such work performed, unless otherwise directed and as agreed upon with the City. Contractor's work shall include, but is not limited to, removal of trees, stumps, and their feeder/tap roots and pruning as requested by the City:

- a. Pruning for seasonal growth;
- b. Maintenance pruning and fruit removal program;
- c. Special pruning problems;
- d. Emergency type pruning; together with repair of injuries when damage to specimen tree forms is encountered;
- e. Loading and/or unloading of all materials as required;
- f. Stump grinding;

Contractor's services shall include locations in difficult areas to access, around other trees, in ditches, easements, adjoining private properties and on embankments.

The Contractor(s) shall provide the labor, equipment, and materials to trim, prune, remove or transplant trees and dispose of brush, including along the high voltage overhead distribution system at the Cosme Water Treatment Plant's well fields located in Hillsborough County.

3. Arborist Required

- a. The City of St. Petersburg recognizes the value of the City's trees and the potential damage from improper pruning. Contractor shall provide an International Society of Arboriculture (ISA) licensed Certified Arborist possessing the experience, licensing, training and equipment required to perform arborist services of the type described herein according to ANSI (American national Standards Institute) Z133 Safety Standards for the duration of the agreement. Proof of certification and the Offeror's contractual relationship shall be submitted with the RQU. See www.isa-arbor.com.
- b. When requested by the City for specific Services or upon the recommendation of the Contractor and agreement by the City, the certified Arborist must evaluate the prevailing conditions, including but not limited to disease, insect problems and recommend treatment for each requested job. The Arborist shall issue specific instructions to the crew performing the work. The certified Arborist must inspect the work while in process and upon completion to insure compliance with the required work practices, maintain written records and provide written reports for each requested Service. Contractor's quote for Services that require an Arborist must include a detailed explanation of the Arborist's services to be provided and the time required to perform the services.

4. Minimum Requirements

At a minimum the Contractor shall meet or exceed the following minimum requirements. Pre-qualification status shall be awarded based on the Contractor's ability to meet the specified requirements for each category.

The Contractor shall submit sufficient documentation to demonstrate compliance with all minimum requirements listed herein. Where a certification or license is required, provide a clearly legible copy of the license and certifications for persons who will actually be performing the work indicated.

The Contractor shall maintain all minimum qualifications and requirements throughout the term of the Agreement. The City reserves the right to request certifications and licenses periodically for work performed under this agreement. Requests will be made to the Contractor's Project Manager and shall not relieve the Contractor of responsibility for compliance with all Federal, State and Local regulations.

Category I – City Facility Tree Services

At a minimum, Contractor must meet the following qualifications:

- a. Have been in the business of providing tree services as described herein for a minimum of three years and have supervisory staff with a minimum of two years experience in tree trimming and removal services.
- b. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.
- c. Have the ability to obtain the minimum insurance requirements set forth in this Agreement.
- d. Have the facilities, capacity, equipment, tools and staff to provide continuous timely, quality services for the term of agreement, including emergency service.
- e. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.
- f. Have on staff or subcontract with certified International Society of Arboriculture Arborist as described herein.
- g. Provide first-line supervisors with a minimum of two years experience in commercial tree trimming and removal services.
- h. Provide first-line supervisors that have attained a Certificate of Completion for the *Green Industries Best Management Practices Training Program* from the Florida Department of Environmental Protection. A copy of the applicable certificate(s) shall be provided to the City a no later than of 6 months from the effective date of this Agreement.
- i. All employees working on-site at all locations herein shall also be trained in the above-referenced Best Management Practices by the Contractor. Such training may be provided by a BMP-certified site supervisor or Contractor may be required to provide written documentation of this training upon request by the City and shall include all landscape practices from the above-referenced training program.
- k. Be certified as a Small Business Enterprise by the City's Green House.
- l. Be registered to do business in the State of Florida prior to award of this Agreement and maintain current registration at all times during the Term of Agreement. Go to <http://www.sunbiz.org/>.
- m. Contractors who submit a response shall not be listed as a Subcontract provider of services by any other Contractor who submits a proposal nor provide services as a Subcontractor under this Agreement.
- n. Contractor shall only use qualified operators and workmen who have a minimum of one-year prior experience in commercial tree trimming and removal services and are skilled in the performance of tree trimming and removal services for provision of services under this Agreement.
- o. Contractor shall immediately remove any workers from performing services for the City, who have been deemed by the City as incompetent or disorderly.
- p. Contractor and its supervisory personnel must be able to communicate verbally or in writing with the City's authorized departmental representatives.

Category II - Right-of-Way Tree Services

- a. Meet or exceed requirements "a" through "p" as set forth in Category I, with the exception of item "f" whereby Arborist shall be on staff and shall not be a Subcontractor.
 - (1) A valid Green Industries Best Management Practices (GI-BMP) Certificate of Training (license pre-requisite) required by Senate Bill 494.

- (2) A valid Florida Department of Agriculture and Consumer Services (FDACS) Limited Certification for Urban Landscape Commercial Fertilizer (LCULCF) and a Limited Commercial Fertilizer Applicator License under Section 482.1562, F.S.
- b. Contractor shall provide service personnel who are State certified and educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have three years experience in chemical applications.
- c. Contractor shall be prequalified with the Florida Department of Transportation in the Work Classes of Tree Trimming and Tree Removal as required to perform work on state rights of way within the City of St. Petersburg. Submit current FDOT prequalification letter if applicable.
- d. Provide a minimum of one (1) right-of-way herbicide and pesticide applicator that holds the following:
 - A valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator License in Category 6 - Right-of-Way for the purchase and application of Restricted Use Pesticides (RUP) under the provisions of Chapter 487 F.S.
- e. Provide trucks and vehicles licensed by the State of Florida for use on public streets and FDOT rights-of-way. Commercial vehicles in the State of Florida are subject to Federal Motor Carrier Regulations and must display a valid Florida DOT or USDOT number in compliance with Chapter 316.302 F.S.
- f. Provide a minimum of three (3) field personnel with a valid FDOT approved course Intermediate or Advanced Maintenance of Traffic (MOT) Certificate. MOT certified personnel shall have a minimum of three (3) years experience in FDOT right-of-way landscape construction; at least one year of which shall have been with the Contractor's company.
- g. Contractor shall provide readily available equipment and vehicles for use on FDOT rights-of-way that comply with all applicable FDOT standards. The Contractor is responsible for contacting FDOT and ensuring that the equipment and its operations meet all necessary requirements throughout the contract period.

5. Contractor Responsibilities

At a minimum, Contractor shall provide and meet the following responsibilities:

- a. Contractor shall provide a single point of contact to administer the Agreement on a day to day basis.
- b. Contractor shall maintain Minimum Qualifications as stated in bid for the term of Agreement.
- c. For Category II work, be responsible for posting all required warning, traffic flow, and information signs for the safety of Contractor's crews and those in the vicinity of the work. Contractor shall employ at least one (1) employee with Intermediate Maintenance of Traffic (MOT) Certification and provide MOT as required at any work site. During the course of maintenance operations, the Contractor shall furnish, erect and maintain all necessary traffic control and safety devices in accordance with the latest editions of the FDOT *Standard Specifications for Road and Bridge Construction*, the FDOT *Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System*, and the Federal Highway Administration's *Manual on Uniform Traffic Control Devices, Part VI*.

- d. Provide a dedicated account manager, who is readily available to administer this Agreement on a day-to-day basis and respond to inquiries within 4 hours either in-person, via phone or email at the City's discretion.
- e. Continuously maintain the required insurance coverage at the prescribed limits for the term of Agreement.
- f. Only utilize service personnel for the provision of services under this Agreement who meet the City's background check requirements.
- g. Have the ability to provide invoicing to individual departments with City-wide consolidated reporting capabilities.
- h. Provide a written service record to the authorized departmental representative upon completion of each service.
- i. Provide resolution of discrepancies in service and invoicing within five business days of notification.
- j. Notify the City within five business days of any changes in the account manager or other Contractor contact information.
- k. Establish a self-inspection program to ensure all service requirements are being performed.
- l. Provide all equipment and labor to complete tree trimming and removal services operations as specified including proper disposal of debris and the loading and/or unloading of all materials as required.
- m. Meet the federal minimum wage requirements set by the Fair Labor Standards Act for all its employees who provide services to the City and provide proof to the City thereof on a semi-annual basis.
- n. Have a thorough understanding of all the requirements of this solicitation and fully train and instruct its employees in the standards, tasks, and equipment for performance of the requirements.
- o. Contractor shall employ a work crew of no less than three workers, including a supervisor to provide tree trimming and removal services to the City unless otherwise stated in Contractor's project quote or as directed by the City's Project Manager.
- p. Contractor's work crew members shall work under the direction and supervision of the designated supervisor and shall be identifiable by proper company identification such as badge or uniform, and operate a vehicle clearly marked with Contractor's name.

6. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. City shall provide a single point of contact (Project Manager) at each User Department to administer the Agreement.
- b. City shall provide access to sites.
- c. Timely inspection of completed work.
- d. City shall provide permits by property owners when required.
- e. City shall provide debris pick up when agreed upon and with prior City approval.

7. Request for Quotations

The City Project Manager shall issue a Request for Quotation for each project with an estimated value greater than or equal to \$5,000, to pre-qualified list of Contractors via email or text. Each Request for Quotation shall include a project specific description of

the work, sketches or landscape plans and a date, time and location for a mandatory site inspection.

Each quote shall be submitted to the City Project Manager in writing electronically via email after careful consideration of the project requirements. Upon receipt and review of all quotes, the City Project Manager will prepare and distribute the bid tabulation via email to all Contractors who submitted a quote.

Projects valued at <\$5,000 shall be awarded at the discretion of the City's Project Manager.

8. Limitation of Project Value

No single project, purchase or release against this Agreement shall exceed \$49,999 without prior written consent by the Procurement Director or his designee.

9. Mandatory Site Inspections

- a. Pre-Qualified Contractors shall visually inspect each project site during a MANDATORY site inspection meeting conducted by the City's Project Manager. FAILURE OF THE CONTRACTOR TO ATTEND THIS MANDATORY MEETING SHALL RESULT IN THE CONTRACTOR NOT BEING ELIGIBLE FOR CONSIDERATION OF AWARD OF THAT PROJECT.
- b. Contractors shall be required to sign an attendance sheet at each mandatory site inspection meeting. The attendance sheet will be collected ten minutes after the stated start time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection of facilities and not allowed to submit a quote for that project.
- c. Contractors are advised to make a thorough inspection of the extent of the work. After the Project has been awarded, no extra charges or compensation will be allowed unless by reason of unforeseeable conditions and without fault or negligence, including but not limited to Acts of God. Changes to the work and related compensation must be submitted to the City Project Manager in writing and approved before performance of additional Work. Statements and information discussed at all meetings/inspections are not binding. The City Project Manager shall provide a corresponding Release (PO) number for the approved change in compensation.
- d. The City reserves the right to waive the mandatory site inspection meeting requirement at their discretion if the scope of work does not warrant one. The Contractor remains responsible for inspecting each project site before submitting a quote if the mandatory site inspection meeting is waived.

10. Time Requirements for Returning Quotations

- a. Pre-qualified Contractors shall return their quotations no more than two business days after issuance of the Request for Quotation from the City Project Manager unless otherwise specified. Failure of the Contractor(s) to submit the quotation within the required time will be considered a "No Bid" and the Contractor(s) will not be eligible for consideration of award for that project. Failure to respond to a

Request for Quotation five consecutive times during a single contract period shall be considered grounds for removal from the City's list of Pre-Qualified Contractors for Tree Services.

11. Pricing

- a. Contractors are entitled to charge a fixed fee in addition to Contractor's applicable charges for Emergency Services.
- b. Contractors shall bid an hourly rate for tree trimming and pruning based on a three (3) person crew ("a crew hour"), one of whom is the supervisor. Contractor's hourly-rate shall include all labor and related equipment, vehicles, materials, supplies and overhead to complete each job, except for use of an arborist. When required, the use of an arborist's services shall be bid separately on a per job basis at a standard hourly rate.
- c. Contractor billing shall be in increments of quarter hour intervals.
- d. Contractor's complete tree removal unit price shall include the trunk, limbs, canopy, crown, grinding of the stump and removal of all leaves and debris. City shall provide debris pick up when agreed upon and with prior City approval.
- e. Contractor's partial tree removal unit price shall include the trunk, limbs, canopy and crown with the stump remaining. Stump height shall not exceed three inches above ground level. For stumps that are to be manually removed the remaining stump height shall be three to four feet.
- f. Contractor's stump grinding unit price shall include the grinding of the stump and feeder/tap roots to a depth of 12 inches. Stump removal shall be done and shall include the subsurface removal of stumps to an area of five by five feet and shall include backfill with clean organic fill and compaction of the hole to prevent settling.
- g. In the case of trees with multiple trunks that begin 4.5 feet or less from the ground, Contractors shall be entitled to charge 1.5 times the applicable removal charge for trees with two trunks and twice the applicable removal charge for trees with three or more trunks, based on the diameter of the largest trunk.
- h. Medjool Trimming package is separate from all other palm trimming. City shall provide debris pick up when agreed upon and with prior City approval.

12. Non-Chargeable Items

Contractor shall not charge the City for travel to the job site, equipment down time or for work time lost due to equipment becoming stuck off road, equipment maintenance such as tune-ups, routine maintenance, vehicle maintenance or cleaning, or changing of chipper blades. Normal oiling, refueling or lubrication of power tools while working on site is not considered downtime.

13. Call Backs

Contractor shall not charge the City for follow up or call back work to correct recent work, if the work is the result of incomplete or improper trimming/pruning methods.

14. Notice to Proceed

A Notice to Proceed (NTP) shall be issued to the successful Contractor by the City's Project Manager via email. Each NTP shall be accompanied by a Blanket Purchase

Agreement (BPA) issued by the City's Purchasing Department. No Work shall begin until the NTP has been issued.

15. Work Standards

Contractors are responsible for performing all work necessary. The following is a list of specifications for work to meet City standards:

- a. All work performed must meet the standards set by the National Arborist Association (NAA) and be in compliance with the American National Standard Institute (ANSI) Z133.1, current edition the American Nurserymen Association and ANSI A300 Part I – Tree Care Operations.

Before work is started, the Contractor must take all necessary precautions related to:

- a. Shape and size of tree(s)
- b. The natural characteristics of different plants
- c. Wind force and direction
- d. Location of damaged areas on the tree(s)
- e. Existing conditions of the subject property, such as location of fences, bushes, sprinklers, sidewalks, roadways, etc
- f. Location of nearby overhead and underground utilities
- g. Whenever possible, trimming around the high voltage distribution system located at the Cosme Water Treatment Plant's well fields shall be done in such a way to stimulate new growth away from the overhead lines. Directional Pruning should be utilized by ISA certified Utility Arborist or all employees certified in Electrical Hazard Awareness Program (EHAP) through the Tree Care Industry Association (TCIA).
- h. Safely clearing work area of obstacles.
- i. Utilizing wedges, block and tackle, ropes, or cables to prevent tree(s) falling the wrong way or damaging other property.
- j. Any operations of the Contractor determined hazardous by the Project Manager, shall be discontinued by the Contractor upon receipt of either written or verbal notice by the Project Manager to discontinue such practice.
- k. All debris (brush, chips and logs) shall be transported to an appropriate disposal site. No debris shall be left on the site overnight, unless approved by the Project Manager in advance. Debris shall not be allowed to create a safety hazard on the job site to the general public. Debris shall not be left on the job site overnight. City shall provide debris pick up when agreed upon and with prior City approval.
- l. The Contractor shall restore any turf areas and grades damaged by vehicular or mechanical operations to their original condition.
- m. For Category II work, the Contractor shall be responsible for Maintenance of Traffic (MOT) or arranging with Engineering, Storm water and Transportation Department for street closure, if necessary. Call (727) 892-5341
- n. The Contractor shall be responsible for contacting the utility company if a conflict exists (both overhead and underground utilities) prior to commencing operations. Call Sunshine State One Call of Florida, Inc. at 1-800-432-4770 or contact <http://www.callsunshine.com/corp/index.htm>.

- o. The Contractor shall take all necessary precautions so as not to damage other property. Any property damaged by the Contractor shall be repaired prior to the job being considered complete and before payment is made for the job done.
- p. Debris shall not be allowed to create a safety hazard on the job site to the general public. Debris shall not be left on the job site overnight.

16. Liability for Damage to Property and/or Plant Material

Any damage to trees or property caused by the Contractor, including damage from improper or excessive trimming/pruning, shall be reported to the City's Project Manager the same day. Trees and property shall be repaired within 24 hours of the incident to the satisfaction of the City's Project Manager, at no additional expense to the City. The casualty loss suffered by the City when a tree is damaged beyond repair by the Contractor will be accounted for in one of the two following ways, at the sole discretion of the City:

- a. At no cost to the City, the Contractor shall remove the tree(s), grind out the stump, and replace the tree(s) with a nursery-grown specimen of size and species determined by the City. Planting of the replacement tree(s) shall be to City's standards; and/or
- b. The dollar value of trees damaged by Contractor, its employees and Subcontractors (the casualty loss) will be determined by a qualified Arborist selected by the City, with demonstrated experience in tree appraisal, using the International Society of Arboriculture (ISA) / Council of Tree and Landscape Appraisers Guide (CTLA) Guide to Establishing the Value of Trees and Shrubs. The Contractor shall pay any charges for the appraisal. The dollar value of said casualty loss shall be owed and payable to the City within seven days.

17. Public Convenience and Safety

- a. The Contractor shall take all necessary precautions to insure that no damage is done to existing utilities in accordance with Florida Statutes. The Contractor shall request utility locates for all landscape services projects by contacting "One Call" at 1-800-432-4770. The Contractor shall be responsible for notifying all affected utility agency owners (UAO) including the City of St. Petersburg utility department contact persons. Should damage or structural weakening occur to such items through negligence on the part of the Contractor, immediate corrective measures shall be taken by, and at the expense of the Contractor, as directed by the City.
- b. The Contractor shall conduct the Work so as to interfere as little as possible with private business or public travel. The Contractor shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and shall be liable for all damages occasioned in any way by actions or neglect by Contractor agents or employees. The Contractor shall comply with the State of Florida *Manual on Traffic Control and Safe Practices*.
- c. The Contractor shall cooperate with any underground or overhead utility agency owners (UAO) in their removal and relocation operations in order that these operations may progress in a reasonable manner. The duplication of relocation

work shall be reduced to a minimum and services rendered by utility providers will not be unnecessarily interrupted.

- d. In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the utility owner or operator of the disruption and shall cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued services have been approved by the local fire authority.
- e. In the event of interruption to an irrigation system as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately perform repairs to the irrigation system. Overspray on to public sidewalks and roadway travel lanes shall be immediately addressed by the Contractor to ensure public safety.
- f. The Contractor, through the use of water or other City approved means, shall institute a continuous dust abatement program with reasonable precaution to prevent the emissions of fugitive particulate matter.
- g. Access to private property and businesses is to be maintained at all times. It is the Contractor's responsibility to develop construction schedules, means and methods to assure compliance with this requirement.
- h. Traffic control during performance of work shall conform to the current editions of the *Manual on Uniform Traffic Control Devices (MUTCD)*, Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards* (600 Series); the FDOT *Standard Specifications for Road and Bridge Construction*; and all applicable County and City traffic control requirements. All traffic control devices used during construction shall be provided by the Contractor and shall meet the requirements set forth in the FDOT *Manual on Traffic Control and Safe Practices for Street and Highway Construction Maintenance and Utility Operations*.
- i. Failure or refusal, on the part of the Contractor, to install, maintain and/or position traffic control devices promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own forces or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred shall be charged against the contract bond. Any work performed as described by this paragraph shall not relieve the Contractor of responsibility.

18. Work Days and Hours of Work

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and City designated holidays (as noted below). Any deviations to this schedule must be approved in advance by the City's Project

Manager. Should the Project Manager give approval to the Contractor's performing work on Saturdays, Sundays, or City designated holidays, and such work, in the Project Manager's opinion, requires City inspection, the Contractor shall pay the City the amount of four hundred dollars (\$400.00) per eight (8) hour day or fraction thereof for each City inspector so assigned. Should night work be required, the lighting, safety, and other facilities which are necessary for performing such work at night must be provided by the Contractor at their own cost and expense.

Work on FDOT rights-of-way shall be performed Monday to Friday between the hours of 9:00 am and 3:30 pm.

Holidays Observed by the City:

- a. New Year's Day
- b. Dr. Martin Luther King Jr.'s Birthday
- c. Presidents' Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. Friday After Thanksgiving
- j. Christmas Day

The Contractor may be required to perform emergency trimming and/or removal at times other than normal working hours of Monday through Friday, 8:00 a.m. - 5:00 pm (**Emergency Services**). Contractor shall be available on a 24 hour basis, weekends, and holidays included. Contractor shall designate two Emergency Service contact individuals and provide the City with their names and 24 hour phone numbers. Contractor's Emergency Service contact personnel must respond to the City within one hour of contact. The Contractor shall be onsite providing Services within four hours to all requests for Emergency Services. Failure to respond to a Project service call within the designated time shall be considered valid reason for termination of this contract. In the event that the Contractor(s) does not comply within stated time, the City reserves the right to obtain services from any qualified Contractor for that Project. The non-compliant Contractor shall pay for any fees for service for completion of the Project above its quoted amount.

19. Reporting Requirements

- a. All communication, correspondence, documentation, and reporting required by this agreement shall be prepared by the Contractor and submitted to the City Project Manager electronically via email with clearly legible attachments in pdf format. Hard copies are not required except for the master BPA contract agreement. Original invoices shall be submitted to the City's Payables Department. Duplicates of invoices shall be submitted to the City Project Manager.
- b. The Contractor shall notify the City immediately of any changes in personnel

throughout the contract period; new personnel shall be required to meet all applicable experience requirements as per Agreement with submittal of required licenses and certificates.

List of Employees updates and clearly legible copies of required certificates and licenses shall be provided to the City immediately as changes occur and as requested. Failing to meet minimum requirements at any time during the agreement will result in the Contractor not being considered to submit quotes for projects until documentation has been submitted to demonstrate that the deficiency has been corrected.

c. Invoice Reporting

Invoices shall include:

- (1) Project Name & Number and BPA Number
- (2) City Project Manager and Department
- (3) Amount of this Invoice
- (4) Description, Day and Location of Work performed

20. Background Check

The City of St. Petersburg requires background checks on all Contractor's employees, Subcontractors and agents who perform services at all City facilities. Contractor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 days to process background checks. Persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felony
- d. Been convicted for drugs or lewd and lascivious behavior.

Additional background checks may be conducted by the City on Contractor's employees who provide services at high level security sites (e.g., Police and Water Resources facilities).

21. Personnel

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Contractor's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a material breach of the Agreement and grounds for termination.

22. Safety Standard

- a. Contractor shall be responsible for ensuring that its personnel follow all state, federal and local traffic and safety laws, ordinances and regulations applicable to the work to be performed under this Agreement, including Occupational Health and Safety Administration ("OSHA") and City requirements. American National Standard Institute ANSI Z133.1.
- b. Contractor shall operate all equipment with all safety mechanisms intact and per the manufacturers' instructions.

23. Safety

- a. Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA, ANSI Z133.1 and/or City standards.
- b. Contractor's employees will keep doors closed and locked while servicing facilities after hours or when instructed by Facility Manager or Representative.

24. Training

Contractor shall provide all job skills training and safety training required for its employees. Safety training shall instruct employees on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

25. Identification of Employees

- a. The Contractor's vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.
- b. The Contractor's employees shall wear company shirts or uniforms. Employee identification tags which include the employee's name and company name shall be worn at designated City facilities and as directed by the City's Project Manager.
- c. All employees shall have their supervisor's business cards available.

26. Damage

- a. Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work, including, but not limited to, irrigation sprinkler heads and vehicles parked near service areas.
- b. Should any public or private property be damaged or destroyed, including water sprinkler heads, Contractor, at its expense, shall subcontract with qualified vendor and make repairs and restoration as is acceptable to the City and owners of destroyed or damaged property within 30 days of the date damage occurs.
- c. Contractor shall utilize City approved, licensed and skilled tradesmen to complete any repairs that it is responsible for providing.

27. Fuels, Oils, and Other Petroleum Products

- a. Contractor shall store all fuels, oils, and other petroleum products, in the original

container(s), or Department of Transportation ("DOT") approved and properly labeled containers. The City reserves the right to order, at Contractor's expense, immediate disposal per Florida Department of Environmental Protection ("FDEP") requirements of any fuels, oils, and other petroleum products not properly stored or labeled.

- b. Contractor shall not dispose of any fuels, oils, and other petroleum products on City property, nor into drains, storm drains, sewer systems, or into refuse containers.

28. Parking

While working, the Contractor's vehicles shall be legally parked so as not to interfere with normal traffic flow. All traffic safety rules of the FDOT, Pinellas County, and the City of St. Petersburg shall be followed. No vehicles, equipment, or materials shall be stored on the premises Project Manager.

29. Licenses and Permits

- a. The Contractor will be responsible for all necessary licenses, permits, and inspections, including renewal requirements, as required by the City.
- b. Contractors shall work with the City's Project Manager to determine permits required for Service.

30. Communications

Communication by Contractor with the Project Manager is essential to coordinate access to the property. Contractor shall make the necessary contacts with the Project Manager in advance of, during, and after on each Service visit in order to provide optimum results.

31. Performance Evaluation

During the term of the Agreement, Offeror's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of the Agreement.

32. Cooperation between Contractors

The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract. Contractor shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by Contractor because of the presence and operations of other Contractors working within the limits of the same project.

33. Conditions for Acceptance and Payment

Upon completion of work, Contractor shall immediately notify the City the City's Project Manager and request inspection. If work does not meet requirements at the sole discretion of the Project Manager, payment for non-compliant work is withheld pending acceptable rework meeting specifications. Upon completion of all the work and services required by contract pursuant to the City's satisfaction and at the City's sole discretion, the City will issue a written notice of acceptance to Contractor, after which payment shall be approved.

Technical Specifications
Tree Services, Public Facility & Right of Way

1. Stump Removal Procedures

- a. When required as part of site preparation activities abandoned, below grade stumps designated for removal shall be hand dug and manually removed to a depth of five feet and width of five feet. Stump and all associated debris shall be properly disposed of by the Contractor. Excavated holes shall be immediately backfilled to ensure public safety with clean organic fill and compacted to prevent settling. Stump removal holes shall be refilled by the Contractor and restored to a flush with grade condition if settling does occur.
- b. Abandoned, below grade stumps are often not discovered until project work is in progress. In such cases, this type of work will be deemed an unforeseen condition and the Contractor shall receive additional compensation based on contract rates for hourly labor, equipment, and disposal. The City Project Manager shall be notified immediately of all such occurrences and Contractor shall not proceed with removal work until authorized by the City Project Manager.

2. Tree Trimming and Pruning Procedures

Contractor shall adhere to the following procedures:

- a. Not use climbing irons, spurs or spikes on trees that are to be trimmed or pruned, including palms.
- b. Pruning shall be done in accordance with the latest revision of the American National Standards Institute (ANSI) A 300 Trees, Shrub, and Other Woody Plant Management-Standard Practices (Pruning). These standards are made part of this contract by this reference.
- c. Payment for tree trimming shall be made only when performed separate from tree removal.
- d. The pruning requirements will be determined by the City and will be indicated for each specific project.
- e. Trimmed or cut branches shall not be left in the tree(s) (hangers) overnight.
- f. Under-clearance pruning, which provides for safe movement of pedestrian and vehicular traffic, shall be done as directed by the City. Clearance heights shall be determined at a point over the sidewalk and at the lowest point of branch overhang over the street, generally eight feet and 15 feet respectively.
- g. Crown reduction pruning refers to the practice of cutting back dominant top, side, or under branches to their point of attachment with a lateral branch. Also known as drop crotch pruning, this method shall be used at all times. All work shall be accomplished in accordance with the following requirements:
 - (1) Should be no more than one quarter (up to one third at the PM's discretion) of tree canopy be reduced during a single operation per the Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences (IFAS), University of Florida or as directed by the City's Project Manager.
 - (2) Every effort should be made so that the diameter of the pruned branch is at least one-third the diameter of the lateral to which it is being cut.
 - (3) Trees shall be trimmed in a manner that maintains the natural symmetry and form typical of the species.
 - (4) Care should be taken in pruning thin bark trees. Remove only those limbs necessary to obtain the desired effect without admitting excessive sunlight to the trunk or top of large branches.

- (5) "Lion's tailing", the removal of all inner lateral branches and foliage, creates tufts of branches and foliage at the ends of branches, and is forbidden.
- (6) "Topping" (also known as "heading," "tipping," "hat-racking," and "rounding over") is the indiscriminate cutting of tree branches to stubs, and is forbidden.
- (7) When removing limbs 1- ½" or greater in diameter, the three-cut method shall be used to prevent damaging the tree.
- (8) Palm trees trimmed for maintenance shall be trimmed so that no fronds are removed above the three and nine o'clock positions, unless specified by the PM, and shall include the removal of any seed pods/fruit. Seed pods shall be trimmed flush so that no stems remain; boots shall be trimmed tight to the trunk. Saws should be cleaned/sanitized between trees with isopropyl alcohol.) All seed pods and any residue will be cleaned up and removed.
- (9) In cases where the City may require any Mangrove trimming, the Contractor shall provide a Professional Mangrove Trimmer registered through the Pinellas County Department of Environmental Protection, Water and Navigation section.

3. Stump Grinding Procedures

Contractor shall adhere to the following:

- a. Grind stumps a minimum of 12" below grade or as directed by the City's Project Manager.
- b. Return chips and residue to the hole to a level one (1) to two (2) inches below the grade. Any excess grindings shall be removed and legally disposed of by the Contractor at its expense.
- c. Place a layer of quality topsoil at least three (3) inches thick shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth. In no case shall the final grade be any higher than six (6) inches above surrounding grade.
- d. Proper disposal of all debris (limbs, brush, leaves, chips, log debris) are the responsibility of the Contractor. Debris shall not be burned, buried, left for collector, placed in dumpsters, or taken to a brush site. Debris shall be disposed of in a legal manner in accordance with existing City, County and State ordinances. Contractor's cost for topsoil shall be included in the unit cost provided for stump grinding.

4. Stump Removal Procedures

Contractor shall ensure the following procedures are followed:

- a. Stumps designated for removal shall be hand dug and manually removed to a depth of five (5) feet and width of five (5) by five (5) feet. Stump and all associated debris shall be properly disposed of by the Contractor.
- b. Excavated holes shall be backfilled with clean organic fill and compacted to prevent settling.
- c. Removal, disposal and backfilling cost shall be included in the Contractor's unit cost for stump removal.

5. Herbicide Application

- a. If necessary and as requested, the Contractor shall provide the application of Garlon to stumps left in place to insure that new growth does not develop. Application must be made by personnel possessing a current, appropriate license from the State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under

the provisions of Chapter 482 F.A.C. for the application of restricted use herbicides in the State of Florida. A copy of this license shall be provided with the bid submittal.

- b. Compensation for this Service will be based on the Contractor's hourly rate for a certified spray technician.

6. Storage Facility

- a. The Contractor shall provide a storage facility for transplanted and/or salvaged materials when necessary. The facility must be equipped with a fully operational automatic irrigation system, must be secure and must be accessible to the City's Project Manager for inspection during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM).
- b. All materials shall be "dug in" to a self supporting elevated position and maintained throughout the storage period. The Contractor shall be responsible for insuring that all materials receive adequate water throughout the storage period. All nutritional and health related needs shall be the responsibility of the City. Compensation for this Service shall be based on a monthly rate per item.

Part B

Instructions to Offerors and General Provisions

Instructions to Offerors and General Provisions

1. Intent

The city of St. Petersburg, Florida ("City") invites qualified tree services contractors to submit Statements of Qualifications for tree services for public facility and right of way. The intent of this request for qualifications is to establish a list of pre-qualified tree services contractors to provide these services at public facilities and on right of ways on an as needed basis.

2. Pre-bid Conference

A pre-bid conference will be held to discuss the scope of work contained herein. Because the City considers the conference to be critical to understanding the bid requirements, Contractors are encouraged to attend.

3. Multiple Awards

Due to the diverse scope of work, various geographical locations for services and potential emergency situations, the City reserves the right to award to multiple responsive and responsible Contractors, based upon the bids received in response to this Request for Qualifications ("RQU"), to ensure availability of services to meet the city's requirements.

4. Preparation of the Request for Qualifications

Offerors are expected to examine this request for qualifications ("RQU") and all related documents. Failure to do so is at the Offeror's risk. Each Offeror shall furnish the information required by this RQU. The Offeror shall print or type the Offeror's name, address and telephone number on the face page, and each continuation sheet must be identified with Offeror's name.

The Offerors shall retain a copy of all documents for future reference. All statements of qualifications must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature, and provide proof of such authority with its proposal.

5. Pricing Schedule

Offerors must complete the Pricing Schedule provided in Part F, Attachments. The completed Pricing Schedule is essential to RQU evaluation. Offerors must submit the completed Pricing Schedule with their sealed proposal submission.

6. Small Business Enterprise Certification

Category I of RQU 7867 provides tree services for City Facilities and is set aside for award to businesses certified by the city's The Greenhouse as Small and Disadvantaged Business Enterprise. Only Offerors holding certification with the city's The Greenhouse as Small and Disadvantaged Business Enterprise will be considered for award in this Category. Offerors submitting proposals for Category I must submit the completed Form

for Claiming Status as a Small Business Enterprise, Attachment B (including Firm's Certification No. and expiration date) with their sealed proposal submission.

7. Submission or Receipt of Request for Qualifications

One original and one (1) hard copy plus one (1) compact disc ("CD") or USB drive copy of Offeror's statement of qualifications shall be enclosed in a sealed envelope or carton with the enclosed mailing label securely attached to the outside and delivered in person, by messenger, or by U.S. Mail to the attention of:

Physical Address

Louis Moore, CPPO
Director, Purchasing and
Materials Management
City of St. Petersburg
One 4th Street North, 5th FL
St. Petersburg, FL 33701

Request for Qualifications will be received no later than:

Time: 3:00 p.m. (EST)
Date: Tuesday, August 11, 2015
Location: Municipal Services Center
Purchasing and Materials Management, 5th Floor
One 4th Street North
St. Petersburg, FL 33701

Facsimile or e-mail statements of qualifications will not be considered; however, statements of qualifications may be modified by facsimile notice provided such notices are received prior to the hour and date specified above.

Late statements of qualifications and modifications will not be considered. Failure to follow the instructions in this RQU is cause for rejection of offer.

8. Right to Reject Statements of Qualifications

Right is reserved to reject any or all statements of qualifications for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Offeror in the preparation of statements of qualifications.

9. Explanations to Offerors

Explanations or instructions shall not materially alter this RQU unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to this RQU will be issued and posted on the City's website at www.stpete.org/purchase/purchase.asp for download by Offerors.

10. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Offeror. Such offer shall be deemed accepted upon execution of the Agreement.

11. Request for Qualification Evaluation Procedure

The statements of qualifications will be evaluated based on the factors set forth in this RQU. Discussions may be conducted with these Offerors to further clarify the City's requirements and the Offerors' statements of qualifications. Offerors may be required to make presentations.

12. Evaluation Criteria

Proposals will be evaluated on the following criteria:

Criteria

Qualifications (staff, licenses, certifications)

Experience (project list and references)

Equipment and Facility

Ability to Perform Work

Financial Stability & Viability

13. Schedule

Solicitation Issued	Tuesday, July 21, 2015
Pre-Qualification Conference:	Tuesday, July 28, 2015
Question Cut-off	Tuesday, August 4, 2015
Qualifications Due Date.....	Tuesday, August 11, 2015
Evaluation and Short List Completed	Friday, September 14, 2015
Recommendation for Award	Friday, September 18, 2015
Council Approval	Thursday, September 17, 2015

10. Pre-Qualification Process

- a. The city encourages the submission of a Statement of Qualifications from all tree services contractors who have an established business and have sufficient personnel and expertise to meet the requirements of this solicitation.
- b. Only responsive and responsible Contractors qualified to provide the goods and/or services specified herein shall be considered for inclusion on the pre-qualified list. All Contractors who provide tree trimming, removal and transplant services and meet the terms and conditions of this solicitation are eligible to become pre-qualified to perform work in accordance with this solicitation. All vendors who receive pre-qualification status shall also be eligible to submit competitive sealed bids on other tree projects offered outside of this contract by the city. The city of St. Petersburg reserves the right at its sole and absolute discretion to add qualified contractors at anytime.

11. Basis of Award

The city of St. Petersburg shall award pre-qualification status and contracts to all responsive and responsible Contractors who clearly demonstrate via their Statement of Qualifications submittal that they meet the minimum qualifications and requirements as set forth in this solicitation. In order to be considered by the selection committee

respondents must provide written responses and documentation which demonstrates the ability to provide ALL of the services specified for the categories for which they are seeking prequalification. Should a respondent indicate a "No Bid" or NA for any item, they will be considered non-responsive.

12. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Offerors for 150 days following the time and date designated for the opening of statements of qualifications (except when requested by the City for clarification, presentation or best and final offers) and the Offerors so agree by submitting their statements of qualifications.

13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in this RQU or addenda (if any) should be reported in writing to the City's Purchasing and Materials Management Department. Should it be found necessary, a written addendum will be incorporated in this RQU. The City will not be responsible for any oral instructions, clarifications, or other communications.

14. Disqualification

The City reserves the right to disqualify Offerors before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Offerors.

15. Execution of Agreement

The individual, firm, or corporation to which the Agreement is awarded shall sign the necessary agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved agreement has been received by the successful Offeror. No agreement shall be considered binding upon the City until it has been properly executed.

16. Pre-Award Inspection

The City reserves the right to inspect the Contractor's facility and equipment prior to award of a contract.

17. Safety Standard

Contractor shall be responsible for ensuring that its personnel follow all state, federal and local safety laws, ordinances and regulations applicable to the work to be performed under this Agreement, including the Occupational Health and Safety Administration (OSHA) and City requirements. Contractor shall operate all equipment with all safety mechanisms intact and operational per the manufacturer's specifications.

18. Work Site Safety / Security

The Contractor shall at all times guard against damage or loss to the property of the City of St. Petersburg, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable,

the Contractor shall provide any fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and to insure that all City, County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, the Contractor shall provide for the prompt removal of all debris from City property. The City may withhold payment or make such deductions necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

19. Work Schedule

a. Normal Working Hours:

Monday through Friday, 8:00 am – 5:00 pm, excluding city recognized Holidays otherwise directed by the city's Project Manager.

b. Emergency Service Hours:

It is possible that arrangements can be made to accomplish on-site activities outside the hours established in the above paragraph. Such working hours would require the prior written approval of the City's project manager.

20. Identification of Vehicles and Employees

- a. The Contractor's vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.
- b. The Contractor's employees shall wear company shirts or uniforms. Employee identification tags which include the employee's name and company name shall be worn at designated city facilities and as directed by the city's project manager. All employees shall have their supervisor's business cards available.

21. Account Management

Contractor shall provide a single point of contact, dedicated account manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the city with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

22. Collaboration

Contractor shall meet with the City bi-annually during the Term of Agreement to collaborate on innovative ways to contain costs by identifying waste, inefficiencies, and developing strategies that are mutually beneficial to both the City and Contractor. The goal of these meetings will be to exchange ideas that can result in measurable cost containment activities.

23. e-Payables

The City's preferred method for invoice payment is electronic payment via credit card. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the City's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers. Details on this option can be found at www.stpete.org/purchase/e_payables.asp.

24. Non-Exclusive Contract

Award of this contract shall impose no obligation on the City to utilize the vendor for all goods of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar items if it deems such action to be in the City's best interest.

25. Emergency Services

- a. Contractor shall provide the City with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the City. Contractor shall furnish a 24-hour contact telephone number in the event of such an emergency.
- b. Contractor shall provide first-priority services to the City in the event of a hurricane, flood or other natural disaster, as defined by the City.

26. Releases

No single project, purchase or release against this Agreement shall exceed \$49,999 without prior written consent by the Purchasing Director or his designee.

27. City Access to Service Rendering Facility

The City reserves the right to inspect the business location and any other business location the contractor may operate prior to award of a contract and, upon reasonable notice to inspect the business location at any time during the term of this contract. The contractor shall provide access to all testing, storage, operations, and other areas, as requested by the City's representatives. The City reserves the right to conduct an on-site inspection of any subcontractor facilities prior to award and during the term of Agreement. Contractor and its subcontractors shall notify the city, in writing, within 30 days of any relocation of its servicing facility.

28. Data Collection

Pursuant to Florida Statute 119.071 Social Security Numbers collected from offerors are used for identification, verification and tax reporting purposes.

29. Trade Secrets Exemption to Public Records Disclosure

All statements of qualifications (including all documentation and materials attached to statements of qualifications or otherwise submitted in connection with this RQU) submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. Statutory exemption for "trade secrets" may be available.

If your proposal contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the proposal number marked on the outside. The City will not accept statements of qualifications when the entire proposal is labeled as a trade secret or confidential.

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patent ability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- a. Secret;
- b. Of value;
- c. For use or in use by the business; and
- d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your proposal as a "trade secret" you agree to defend the City, its employees, agents and elected and appointed officials against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City, its employees, agents and elected and appointed officials for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action related to your designation of material as a "trade secret".

30. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work 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.

31. Environmentally Preferable Purchasing

It is the policy of the City to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out

consistent with the City's obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Offerors are encouraged to submit items in their bids that meet the City's Environmentally Preferable Purchasing ("EPP") program standards. When submitting EPP items for consideration, offerors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

32. Disputes and Complaints

All complaints or grievances should be first submitted orally or in writing to the Director of Purchasing and Materials Management, who will take prompt remedial action. The Director of Purchasing and Materials Management shall investigate the validity of the complaint and present the findings in writing to the Offeror. If the Offeror is dissatisfied with the Director of Purchasing and Materials Management's remedies, Offeror may then make an appeal to the Mayor's office. Offerors appeal will be heard by either the Mayor or 1st Deputy Mayor/City Administrator. All complaints, grievances or appeals must be made no later than seven (7) days preceding the date of the City Council meeting approving the Agreement or no later than seven (7) days following the selecting of the successful Offeror if the Agreement does not need to be approved by City Council.

33. Offeror Registration

Offeror must be registered with the Florida Division of Corporations to do business within the State of Florida prior to award of an agreement. Offeror must be registered with the City as a vendor prior to award of an agreement. The City online Vendor Registration Form is available on the City's website at www.stpete.org/purchase/purchase.asp.

Part C

Proposal Requirements

**RQU Requirements
Tree Services, Public Facility & Right of Way**

Cover Letter (Requirement No. 1)

Prepare a letter with your firm's letterhead and must be attached to your online response. The letter must include full legal name of the firm and the following information;

1. A brief summary of the proposing firm.
2. A statement of the Contractor's understanding of the scope of services and requirements to be provided.
3. The addresses of the office conducting the services and administering the agreement.

The cover letter must be signed by an authorized representative of the company, preferably the president.

Experience and Qualifications (Requirement No. 2)

Contractors shall provide a company profile. Information provided shall include:

1. Date Company was founded.
2. Proof of State of FL registration of Business (sunbiz.org).
3. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
4. Number of employees locally.
5. Name, address, and telephone number of the Contractor's point of contact (account manager) for a contract resulting from this RQU.
6. Company background/history and Contractor's experience in tree trimming and removal services that qualifies you to provide the services described in this RQU.
7. Length of time Contractor has been providing services described in this RQU.
8. Contractor must include in its proposal a complete disclosure of any significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractors or in which the Contractors has been judged guilty or liable.
9. Provide a description of your supervisor's history in providing tree trimming and removal services. Advise if the supervisor has Best Management Practices certification from the Pinellas County Extension.
10. Provide information regarding your employee or subcontractor being a certified Arborist from the International Society of Arboriculture.

References (Requirement No. 3)

Contractors must provide a minimum of three references from similar projects or services performed within the last three years (preferably for government entities). Information provided shall include:

1. Client name;
2. Contract description;
3. Contract dates (starting and ending);
4. Staff assigned to referenced engagement that will be designated for work per this RQU;
5. Client project manager name, email and telephone number.

Proposal (Requirement No. 4)

Provide an analysis of your management philosophy, practices and techniques including your firm's strengths and weaknesses. Include a description of your operational activities to include the following:

1. Describe your firm's facilities, capacity, equipment, tools and staff to provide continuous timely, quality services for the term of the Agreement.
2. Explain your firm's procedures to provide required safety warnings for traffic flow and pedestrians during tree trimming and removal services.
3. Describe your firm's procedures for cleaning and ensuring work site to be cleared of obstacles and debris.
4. Describe your firm's procedures to schedule for Projects.
5. Describe your firm's procedures on how resolutions of discrepancies on services performed.

Information Designated a Trade Secret and/or Confidential and/or Proprietary (Requirement No. 5)

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Offeror believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, Offeror must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by Offeror as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by Offeror is/are correct and/or accurate. The City will notify Offeror if a public records request is received and Offeror, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary Offeror agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of

any claim or action arising out of or related to Offeror's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by Offeror to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Offeror acknowledges and agrees that all information in Offeror's proposal (not including information in section G) will be disclosed, without any notice to Offeror, if a public records request is made for such information.

Please be advised that Offeror's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section G, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow Offeror's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Offeror's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Offeror and Offeror, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Acceptance of Base Agreement (Requirement No. 6)

In this section, list any exceptions taken to the Base Agreement, Scope of Services, or other requirements listed in this RQU. You must reference the RQU section where exception is taken, a description of the exception, and the proposed alternative, if any. Base Agreement and all terms, conditions, scope of services and other requirements of this RQU shall be deemed accepted by the Contractor unless excepted to in accordance with this requirement.

Attachments Required

1. For Category I, attach a completed Form for Claiming Status as a Small Business enterprise (including Certification Number and Expiration Date).
2. Attach a copy of your firm's Best Management Practice (BMP) certification.
3. Attach a copy of your firm's Insurance Certificate that meets the city's insurance requirements.
4. Attach an example of your firm's written summary when projects are completed and invoice.
5. Attach a sample of a written quote document your firm would utilize for requested projects that will be submitted for review and award.
6. Attach your firm's completed Pricing Schedule (Attachments).

Part D
Agreement

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into by and between the Contractor (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** The Contractor shall perform the Scope of Services set forth in this Agreement (“Scope of Services”) for the City of St. Petersburg, Florida, in full and complete accordance with this Agreement. Upon receipt of an order from the City in accordance with this Agreement, the Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.
2. **Agreement Components.**
 - A. This Agreement consists of this document and its appendices, which are attached hereto and made a part hereof and any other parts and sections of the blanket purchase agreement.
 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern:
 - (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, and (iii) the other parts and sections of the blanket purchase agreement.
3. **Term.** The term of this Agreement shall be pursuant to the effectivity dates on the blanket purchase agreement, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for two (2) one-year periods at the end of the Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” shall include the initial term of this Agreement and all renewal terms.
4. **Ordering.** A blanket purchase order will be issued by the City’s Procurement and Supply Management Department (“Purchasing Department”) for the Term. Individual orders will be placed by the City on an as-needed basis. When ordering, the City will furnish the Contractor with a blanket purchase order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.
5. **Payment.**

- A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in this Agreement (“Services Pricing”); provided, however, that the City shall not be required to pay Contractor for services unless and until the City has accepted such services pursuant to this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, including any out-of-pocket expenses and freight charges shall not exceed the blanket purchase agreement total agreed amount (“Maximum Contract Price”). Contractor shall invoice the City for services in accordance with procedures established by the Purchasing Department. The Services Pricing and Maximum Contract Price may be increased only in strict accordance with this Agreement.
- B. Contractor warrants that the Services Pricing shall remain firm for the initial Term of this Agreement. If the Parties opt to renew this Agreement any increase in the Services Pricing shall be made by mutual agreement between the Parties in writing, provided that the Contractor notified the City thirty days (30) prior to expiration of the initial Term or any renewal Term of its intent to increase the Services Pricing. Further, Contractor warrants that it will maintain competitive prices for the Term of this Agreement, and that such prices will be comparable to those provided to other customers receiving similar services as the City.

6. Indemnification.

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
 - (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents,

representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

- (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

- A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:
 - (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
- F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of

the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

- G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** The Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.
12. **Termination.**
- A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.
- B. The City may terminate this Agreement upon written notice to the Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement

and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- C. Termination of this Agreement shall act as a termination of the blanket purchase agreement.
13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance With Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws governing public records (e.g., Chapter 119, Florida Statutes).
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing

it.

20. **Use of Name.** Subject to the requirements of Florida public records laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
22. **City Consent and Action.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or

prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
32. **Contract Adjustments.**
 - A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form

provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties (“Change Orders”).

- B. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach an agreement on a Contract Adjustment proposed by the City, or a change in the Services Pricing or Maximum Contract Price associated with such a Contract Adjustment, within thirty (30) days of the City’s proposal of such Contract Adjustment.
 - C. There shall be no modification of the Services Pricing or Maximum Contract Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
 - D. In the event the Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, the Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
 - E. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Services Pricing or Maximum Contract Price except pursuant to a Change Order duly executed by both Parties.
33. **Acceptance.** The City shall accept services which are provided in accordance the terms and conditions of this Agreement.
34. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.
35. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize the Contractor for all of the work and services of this type, which may be needed during the Term of this Agreement. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City’s best interest.
36. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor’s employees and any affiliates’ or subcontractors’ employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
37. **Public Records.**

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subsection B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.
- B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
- C. Nothing in this Agreement shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

The Contractor hereby acknowledges and accepts the above terms and conditions by execution of the blanket purchase acknowledgment or by clicking "I accept" on the blanket purchase acknowledgment.

Document No, 183555i
V1

Part E

Special Provisions for Services

Special Provisions for Services

1. Definitions

- a. Contractor. The term "Contractor" refers to the party entering into an Agreement with the City as a result of this solicitation.
- b. Specifications. The term "specification" or "proposal specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Notice to Offerors, Instructions to Offerors, Terms and Conditions, Detailed Specifications or Scope of Work, Offeror's Proposal form, Contractor Questionnaire form and Insurance Certificate.

2. Accessibility

Contractor shall fully inform itself regarding any peculiarities and limitations of the spaces available for the installation of work under this Agreement. Contractor shall exercise due and particular caution to determine that all parts of its work are made quickly and easily accessible.

3. Permits

Unless otherwise specified herein, Contractor shall at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of this Agreement, and shall give all public notices necessary for the lawful performance of this Agreement.

Contractor shall pay all applicable taxes, levies, duties and assessments of every nature due in connection with any work under this Agreement, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

4. Authority of the City

Subject to the power and authority of the City of St. Petersburg ("City") as provided by law in this Agreement, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this Agreement. The City shall decide questions that may arise relative to the fulfillment of the Agreement or the obligations of Contractor hereunder.

5. Changes In Work

The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim breach of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted herein.

6. Independent Contractor

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of its knowledge, no one who has or will have any financial interest under this Agreement is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this Agreement, Contractor, and any of its subcontractors, employees, or agents shall be considered independent contractors and not agents of City.

7. Clean-Up

During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the City.

8. Cooperation between Contractors

The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract. Contractor shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by Contractor because of the presence and operations of other contractors working within the limits of the same project.

9. Coordination with Agencies

Contractor shall coordinate its activities with the proper regulatory agencies and have its representative on site at the proper times.

10. Damage

- a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, and other property so damaged.
- b. Contractor shall immediately report to the City any damages to the premises resulting from services performed under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

11. Insurance Requirements

Within ten consecutive calendar days of award of this Agreement, Contractor shall furnish the City with the Certificates of Insurance proving coverage. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security and termination of this Agreement.

The City of St. Petersburg has the following minimum requirements for insurance coverage:

- a. Commercial General Liability (CGL), in occurrence form, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Department. Insurance company must have at least an "A-" rating from A.M. Best or a similar rating service.
 - (1) \$1,000,000 per occurrence
 - (2) \$2,000,000 per aggregate (\$1,000,000 at minimum)
 - (3) Products-Completed Operations included
 - (4) \$100,000 Fire Damage
- b. Workers Compensation and Employers Liability
 - (1) Per State of Florida Statutory requirements
 - (2) \$100,000 each accident; \$100,000 per employee for disease and \$500,000 for all diseases.
- c. Commercial Automobile Liability
 - (1) \$1,000,000 Combined Single Limit
- d. All Policies, with the exception of Workers Compensation, must include the City of St. Petersburg, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies.

Contractor shall hold the City harmless from any actions brought against Contractor due to negligence, omission, or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Purchasing Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

12. Laws, Adherence to all Local, State and Federal Laws and Requirements

Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by the Department of Labor, OSHA, EPA, the Florida State Department of Health Services, and the City's Construction Services and Permitting Division.

13. Pre-Work Meeting

Contractor shall not commence work until a meeting between representatives of Contractor and the City is held. The meeting will be held at a location, time and date later to be established.

14. Protection of Public

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

15. Rejection of Work

Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

16. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

17. Specifications, Changes in Writing

The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

18. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this Agreement Contractor shall immediately bring it to the attention of the City. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

19. Contract Adjustments

The City reserves the right to make modifications to this Agreement at any time during the Agreement period regarding the nature, method, scope, frequency or timing of the Contractor's obligations. Any material expansion of the Scope shall require the written consent of both the City and Contractor. Should any material deletions or additions to the Scope be made, Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed upon.

Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach agreement on any modification within 30 days of the City's notification to Contractor or fail to reach an agreement on adjusted compensation associated with the modifications.

There shall be no adjustment of Contractor's compensation made necessary as a result of the mismanagement, improper act, or other failure of Contractor, its employees, agents or subcontractors to properly perform its obligations under this Agreement. There shall be no increase in Contractor's compensation for any reason unless authorized in writing prior to the performance of services.

20. Personnel

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, if approved by the City, shall be with personnel of equal or greater ability and qualifications. Contractor's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a material breach of the Agreement and grounds for termination.

The City reserves the right to require Contractor to remove any employee, agent and subcontractor whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable or whose continued use for services under this Agreement is deemed contrary to the best interests of the City. Before a written request is issued, authorized representatives of the City and Contractor will meet to review the issues related to its employee, agent or subcontractor. Upon receipt of a written request from the City, Contractor shall proceed with the replacement. The replacement request will include the required replacement date and the reason(s) for the replacement request.

Part F

Attachments

Attachment A

Contract Pricing Schedule

Contract Pricing Schedule**RQU# 7867 Tree Services, City Property - Right of Way**

1. Indicate Hourly Labor Rates for Labor Categories listed. 2. Submit Additional Labor Categories/Rates on a Separate Sheet

Description	Unit	Hourly Rate
<u>Monday - Friday, 8am - 5pm</u>		
Labor, Worker	HR	\$ _____
Labor, Foreman	HR	\$ _____
Labor, Supervisor	HR	\$ _____
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ _____
Transport Truck w/ Driver	HR	\$ _____
Dump Truck w/ Driver	HR	\$ _____
Crane w/ Operator	HR	\$ _____
Water Truck w/ Driver	HR	\$ _____
Licensed Spray Technician	HR	\$ _____
Certified Arborist Services	HR	\$ _____
Stump Grinder, Operator	HR	\$ _____
Crash Attenuator	HR	\$ _____
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ _____
Bucket Truck w/ Operator	HR	\$ _____
<u>Monday - Friday, After 5pm and Before 8am</u>		
Labor, Worker	HR	\$ _____
Labor, Foreman	HR	\$ _____
Labor, Supervisor	HR	\$ _____
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ _____
Transport Truck w/ Driver	HR	\$ _____
Dump Truck w/ Driver	HR	\$ _____
Crane w/ Operator	HR	\$ _____
Water Truck w/ Driver	HR	\$ _____
Licensed Spray Technician	HR	\$ _____
Certified Arborist Services	HR	\$ _____
Stump Grinder, Operator	HR	\$ _____
Crash Attenuator	HR	\$ _____
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ _____
Bucket Truck w/ Operator	HR	\$ _____
<u>Saturday, Sunday and Official City Holidays</u>		
Labor, Worker	HR	\$ _____
Labor, Foreman	HR	\$ _____
Labor, Supervisor	HR	\$ _____
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ _____
Transport Truck w/ Driver	HR	\$ _____
Dump Truck w/ Driver	HR	\$ _____
Crane w/ Operator	HR	\$ _____
Water Truck w/ Driver	HR	\$ _____
Licensed Spray Technician	HR	\$ _____
Certified Arborist Services	HR	\$ _____
Stump Grinder, Operator	HR	\$ _____
Crash Attenuator	HR	\$ _____
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ _____
Bucket Truck w/ Operator	HR	\$ _____
<u>Emergency/'Within The Hour' Response Time (Non-Disaster)</u>		
Labor, Worker	HR	\$ _____
Labor, Foreman	HR	\$ _____
Labor, Supervisor	HR	\$ _____
Bobcat / Skid-Steer Loader w/ Operator	HR	\$ _____
Transport Truck w/ Driver	HR	\$ _____
Dump Truck w/ Driver	HR	\$ _____
Crane w/ Operator	HR	\$ _____
Water Truck w/ Driver	HR	\$ _____
Licensed Spray Technician	HR	\$ _____
Certified Arborist Services	HR	\$ _____
Stump Grinder, Operator	HR	\$ _____
Crash Attenuator	HR	\$ _____
Shadow Vehicle w/ Driver and Crash Attenuator	HR	\$ _____
Bucket Truck w/ Operator	HR	\$ _____

Attachment B

**Form for Claiming Status as a Small Business
Enterprise**

City of St Petersburg
Form for Claiming Status as a Small Business Enterprise
 Procurement & Supply Management

Name of Firm: _____
 Certification No. _____ Expiration Date _____
 Occupational License No. _____ Expiration Date _____

Type: Supplies ☐ Services ☐ Construction ☐

Number of Employees: _____

Sales Volume for
 Previous Three Years: 20____: \$_____

20____: \$_____

20____: \$_____

Bidder affirms that it is a certified small business as defined by St. Petersburg City Code, Chapter 2, Article V, Division 4, Sections 2-269 through 2-298 and the regulations thereto.

 Printed Name and Title

 Authorized Signature

 Solicitation No.

Method of Award for Small Business Enterprise

The award will be made to the certified, responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) for the total bid as defined below. The Evaluated Bid Price will be calculated based on the following scale using the following formula: Bid Price X Discount = EBP

The discount for this purchase is indicated below (√).

_____ 15% on low bids from	\$0	\$1,500
_____ 10% on low bids from	1,500	19,999
_____ 9% on low bids from	20,000	39,999
_____ 8% on low bids from	40,000	59,999
_____ 7% on low bids from	60,000	79,999
_____ 6% on low bids from	80,000	99,999
_____ 5% on low bids from	100,000	149,999
_____ 4% on low bids from	150,000	249,999
_____ 3% on low bids from	250,000	499,999
_____ 2% on low bids from	500,000	999,999
_____ 1% on low bids from	1,000,000	or more

Attachment C

Water Resources Department Security Standards



**City of St. Petersburg
Water Resources Department
Water Treatment and Distribution Division**

SECURITY STANDARDS

1. The Division of Water Treatment and Distribution has a Terrorist Threat Response Plan (Separate Cover). Questions regarding security should be directed to that document or the Manager, Water Treatment & Distribution. In some cases, there may be a conflict between this document and the Terrorist Threat Response Plan. If that is so, then the Terrorist Threat Response Plan takes precedence over this document.
2. Background checks: Since September 11, 2001, the Homeland Security / EPA agencies advise that we take extra precautions and be diligent in protection of our water facilities infrastructure. A Vulnerability Assessment Study of these facilities has been completed and one recommendation made was that background checks be conducted on all personnel working at our water treatment and distribution facilities. This includes contractors and their employees as well as the city staff.
3. The Water Resources Department, in response to the recommendations of the Vulnerability Assessment study, is now conducting background checks of all workers at their water treatment facilities. Before coming on site to work, the contractor will provide a list of the following:
 - Full names of the employees assigned to be on-site
 - Their Social Security Numbers and;
 - Their Birth Date

The Water Resources Department project coordinator or his designee will conduct a background check prior to allowing workers on site. In order to give us time to conduct these background checks, we request this information be given to us at least 72 hours in advance. The contractor will be notified as to who passed the background check and allowed on our sites and who did not.

4. Contractors using “day-labor” will provide the same information as above and with as much notice as possible. While it may not always be possible to give us the 72 hours notice, we still will not allow “temporary” workers on site until they have been checked out. We will try our best to conduct these background checks in a timely manner, but, for many reasons, it may not be possible to get them completed in the time manner that the contractor would desire (web sites may be down, computers may not be working, staff may be busy with other problems, etc.). Nevertheless, temporary day laborers will not be allowed on site until they have had a complete background check. So, the more advanced notice we have, the more likely we will be able to complete the background check as quickly as possible.
5. Delivery personnel, engineers, visitors, etc. that are just visiting the plant (or picking up / dropping off materials) do not have to go thru an extensive background check as those people who are working, unescorted and unsupervised at our facilities. Depending upon what level of alert we are in on the Terrorist Threat Response Plan determines what precautions we take allowing or not allowing these personnel in our facilities.
6. In order to fail a background check, the individual would have to have one or more of the following criteria apply to them:
 - Be wanted by the FBI as a suspected terrorist or someone they suspect to have ties with terrorism.
 - Have an outstanding arrest warrant issued against them.
 - Have been convicted of a 1st or 2nd Degree Felony in a court of law.
 - Is considered a habitual felony offender (convicted of two or more felony or 1st degree misdemeanors offenses within 5 years after their 18th birthday).

IF THERE ARE ANY QUESTIONS REGARDING THESE SECURITY STANDARDS PLEASE SEE ONE OF THE FOLLOWING DIVISION OF WATER TREATMENT AND DISTRIBUTION PROJECT COORDINATORS:

Manager, Water Treatment and Distribution
Water Plant Chief Operator
Plant Maintenance Supervisor
Plant Maintenance Coordinator

Effective date: October 2003

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

Issue Considered: Approve Change Order #8 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue project, in the amount of \$68,201.23.

Date: June 26, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Change Order #8 covers additional scope of work for the removal and replacement of wires that supply power to the street lights on the east side of Pass-a-Grille Way. These wires were in direct conflict with the proposed Stormwater pipelines that are being installed. Also included in this Change Order is extra work caused by the discovery of a second seawall at the 14th Avenue Stormwater outfall. Change Order #8 also includes additional scope related to the change in diameter from 4" to 6" for the force main bursting and lining of Forcemain #5.

Pinellas County authorized G&R to request payment for downtime associated with a delay caused by the county during potable water main tie-ins at 2nd and 3rd Avenues. These delay costs are included in this Change Order.

The final item included in Change Order #8 is the rework of conduit associated with the relocation of Duke Energy's equipment from 17th Ave to 15th Ave. This rework is required to remove/relocated infrastructure installed prior to the relocation. Change Order #8 also includes addition of 1 weather day.

Funding: CIP-Pass-A-Grille Way Reconstruction Project
(301-8000-590-5650)

Requested Motion: "I move to approve Change Order #8 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue project, in the amount of \$68,201.23."

Attachment: Change Order #8

**Reviewed by the
City Manager:**

WS



CHANGE ORDER NO. 08

PROJECT IDENTIFICATION:

Project Name: Pass A Grille Way from 1st Ave to 19th Ave – Paving and Drainage Improvements – Phase II

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 11/05/2017 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *Additional scope of work for: Duke Circuit Breaker Relocation –REWORK; Remove/Replace Street Light Wires/Conduits; 14th Ave Seawall Extra work; Force Main Bursting/Lining 4" to 6" size change and Downtime related to 2nd and 3rd Ave WM Tie-In Work; One (1) additional day for Weather Day – 5/30/2018 – The changes shall be made as described in G&R's price proposals COR 8.1 & COR 10 thru COR 13. One (1) additional contract days.*
\$68,201.23

Total Addition to Contract Sum

\$68,201.23

Contract Sum with prior approved Change Orders was:

\$8,894,447.68

The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of:

\$68,201.23

The new Contract Sum, including this Change Order, will be

\$8,962,648.91

The Contract Time will be changed as follows:

+ 1 day

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of One (1) calendar day to the Contract Time.

CHANGE ORDER NO. 08

OWNER/CITY:

By: _____

Name: Brett Warner

By: _____

Name: Mike Clarke

By: _____

Name: Vince Tanaglia

By: _____

Name: Wayne Saunders

Date: _____

CONTRACTOR:

By: 

Name: THEODORE Ferguson

Title: PRESIDENT

Date: 5/31/18

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

Issue Considered: Approve Change Order #28 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction from 19th Avenue to W Maritana Drive project in the amount of \$490,042.86.

Date: June 26, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Change Order #28 includes impacts to the project from Hurricane Irma, Tropical Storm Colin, and Tropical Storm Hermine, as well as a sanitary sewer collapse at 20th Avenue, curbing and asphalt leveling at 29th Avenue, knee wall repairs between 27th and 28th Avenue, a credit to the City for the restoration of the ball field at Hurley Park, the sanitary sewer and Stormwater conflict at the St. Petersburg Yacht Club, removal of a conflict box at the 21st Avenue intersection, storm and conduit conflicts at 26th Avenue, sanitary sewer lateral in conflict with a proposed storm structure at 22nd Avenue, the replacement of City conduit pull boxes in sidewalk with traffic rated boxed, and final settlement of all claims and counter claims regarding contract time, liquidated damages and delay costs associated with the completion of this contract. Nelson's initial claim for delay costs totaled \$1,197,631. They have agreed to \$300,000 as indicated in the change order. This will close out the Pass-A-Grille Way Phase I project.

Funding: CIP-Pass-A-Grille Way Reconstruction Project
(301-8000-590-5650)

Requested Motion: "I move to approve Change Order #28 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction from 19th Avenue to W Maritana Drive project in the amount of \$490,042.86."

Attachment: Change Order #28

Reviewed by the City Manager: WS



CHANGE ORDER NO. 28

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *IMPACTS DUE TO HURRICANE IRMA – The changes shall be made as described in Nelson’s price proposal dated 02/01/2018. Zero additional contract days.*
\$ 79,577.12
2. *EXISTING SANITARY MAIN COLLAPSE SOUTH OF 20TH AVE – The changes shall be made as described in Nelson’s price proposal dated 11/14/2017. Zero additional contract days.*
\$ 60,607.05
3. *CURB ADJUSTMENT AND ASPHALT LEVELING AT SW CORNER OF 29TH AVE AND PASS A GRILLE WAY – The changes shall be made as described in Nelson’s price proposal dated 10/27/2017. Zero additional contract days.*
\$ 3,593.88
4. *KNEE WALL/RETAINING WALL BETWEEN 27TH AND 28TH AVE ON THE EAST SIDE OF PASS A GRILLE WAY – The changes shall be made as described in Nelson’s price proposal dated 10/26/2017. Zero additional contract days.*
\$ 7,099.29
5. *STORM COLIN EMERGENCY DIRECTED WORK – The changes shall be made as described in Nelson’s price proposal dated 05/07/2018. Zero additional contract days.*
\$ 22,496.62
6. *STORM HERMINE EMERGENCY DIRECTED WORK – The changes shall be made as described in Nelson’s price proposal dated 05/08/2018. Zero additional contract days.*
\$ 6,174.64
7. *CREDIT FOR BALL FIELD RESTORATION – The changes shall be made as described in Nelson’s price proposal dated 05/08/2018. Zero additional contract days.*
\$ (40.000.00)
8. *SANITARY LATERAL-STORM CONFLICT AT YACHT – The changes shall be made as described in Nelson’s price proposal dated 05/14/2018. Zero additional contract days.*
\$ 8,388.45
9. *CONFLICT BOX FOUND AT 21ST AVE BETWEEN STORM STRUCTURES SW-21-5 & SW-21-4 – The changes shall be made as described in Nelson’s price proposal dated 05/14/2018. Zero additional contract days.*
\$ 1,836.94
10. *STORM AND CONDUIT CONFLICTS WITH EXISTING UTILITIES AT 26TH AVE – The changes shall be made as described in Nelson’s price proposal dated 05/15/2018. Zero additional contract days.*
\$ 25,986.25

CHANGE ORDER NO. 28

11. *SANITARY LATERAL TO WOMAN'S CLUB IN CONFLICT WITH STORM STRUCTURE SW-22-12 – The changes shall be made as described in Nelson's price proposal dated 05/15/2018. Zero additional contract days.* **\$ 3,676.39**
12. *REPLACE CITY PULL BOXES IN SIDEWALK WITH TRAFFIC RATED BOXES – The changes shall be made as described in Nelson's price proposal dated 05/15/2018. Zero additional contract days.* **\$ 10,606.23**
13. *DELAY COSTS – The changes shall be made as described in Nelson's price proposal dated 06/08/2018. Zero additional contract days.* **\$ 300,000.00**

Total Addition to Contract Sum **\$ 490,042.86**

Contract Sum with prior approved Change Orders was: **\$ 10,644,645.95**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 490,042.86**

The new Contract Sum, including this Change Order, will be: \$ 11,134,688.81

The Contract Time will be changed as follows: **+ 0 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of zero calendar days to the Contract Time.

OWNER/CITY:

By: _____

Name: Wayne Saunders

Title: City Manager, St. Pete Beach

Date: _____

CONTRACTOR:

By: Thomas S. Woodward

Name: Thomas S. Woodward

Title: Senior Project Manager

Date: 6/13/18



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: February 1, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **IMPACTS DUE TO HURRICANE IRMA**

Hurricane Irma had a significant impact on the Pass A Grille Way construction site. These impacts were described in Nelson's Notice of Intent, sent to the City on 09/20/2017 and attached.

In an effort towards fairness, the pricing of this impact was prepared following the guidelines laid out by the Florida Transportation Builders Association (FTBA) and the Construction Project Administration Manual (CPAM) for FDOT contracts, specification section 7.6, Contracting for Governor Declared Emergencies. (Please note that all change orders to date on this project have been prepared in accordance with FDOT specifications). To summarize these guidelines, no idle labor or equipment costs have been included from 09/08/2017 – 09/11/2017. In other words, no costs have been included for standby time for personnel, equipment or services from the Friday before the hurricane through the Monday after the hurricane. The only costs included are for personnel, equipment, material and services onsite and assisting with preparation or recovery. **NO COSTS FOR REGULAR PRODUCTION WORK HAVE BEEN INCLUDED.**

As stated in the Notice of Intent on 9/20, the sanitary sewer bypass pumps had to be removed before the hurricane. This meant that we had to dig down alongside the existing manhole at 19th Ave, cut a hole in the manhole above the water table, and install temporary sanitary sewer pipe from the manhole to our existing new main. This temporary piping was installed quite a few feet higher than the new permanent main. Again, this was done to allow the sanitary system to continue to operate during the evacuation without the need for bypass pumps and without risk of an SSO event. On 9/18 the water table had been lowered enough by our dewatering pumps to allow us to remove the temporary sanitary pipe.

Again, as was stated in the Notice of Intent on 9/20, the dewatering pumps had to be removed before the hurricane. When the dewatering pumps were removed, the water table, which had been drawn down from weeks of pumping, rose again, and actually came up higher than when work had started. Once the pumps were reconnected, it took from 9/12 until 9/26 for the water table to be drawn back down to a comparable level to when they were removed. Until the water table was drawn back down to the previous level, work was not able to progress on the sanitary main installation. The costs for running the dewatering system and the sanitary bypass system for an additional two weeks, while no work was able to take place, have therefore been included.

One piece of floating turbidity barrier from the 22nd Ave outfall was lost in the hurricane. This floating turbidity barrier is necessary per the plans and to meet NPDES requirements. Since this was lost due to the storm, material replacement costs have been included. Floating turbidity barrier also had to be repaired in two other locations.

When the City came back onto the island Monday afternoon, 9/11, they found a tree down across 22nd Ave at Sunset Way. This pulled power lines down across the corner of Sunset Way and 22nd Ave, making it unsafe for traffic to travel by. This intersection

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

**3483 Alternate 19
Palm Harbor, Florida 34683**

was part of the only detour route onto the southern tip of the island. To provide safe passage for cars returning after the evacuation, the City took approximately 18 cubic yards of crushed concrete road base from our stockpile, and spread it between 23rd Ave and 21st Ave, in what was previously the southbound lane. Material and hauling costs for the replacement of that road base have been included in this package.

As previously stated, all equipment and pumps were removed from the project site in advance of the hurricane. The equipment with wheels that could be driven offsite was driven. All the remaining equipment had to be transported. The costs for transporting this equipment offsite and back onsite are included.

A timeline is provided below to summarize what happened on each day.

09/05/2017	MOT crew started removing all non-critical signage from the project site
09/06/2017	Started to place concrete structures at detours and road closed locations to act as physical barriers and to attach all necessary signage to Started to safe up project site for hurricane Irma
09-07-2017	Modified existing manhole at 19 th and installed temporary sanitary bypass pipe to keep sanitary system active Removed all sanitary bypass pumps and dewatering pumps Finished placing concrete structures as physical barriers and finished attaching necessary signs to the structures Removed all equipment and pumps from the project site Safed up the project site and left PAGW clear and unimpeded northbound
09/08/2017	Island under evacuation orders
09/09/2017	Island under evacuation orders
09/10/2017	Hurricane Irma struck in the evening
09/11/2017	Hurricane Irma moved through in the early morning Safety personnel and City allowed back onto island in afternoon
09/12/2017	Started mobilizing essential equipment and pumps back on site Reconnected dewatering pumps at sanitary sewer operation
09/13/2017	Continued mobilizing equipment back onsite Reconnected floating turbidity barrier at outfalls
09/14/2017	Continued mobilizing equipment back onsite Reconnected main sanitary sewer bypass pump and system
09/15/2017	Finished mobilizing equipment back onsite Removed plugs and bulkheads placed in storm systems to keep systems safe and active during the hurricane
09/18/2018	Removed temporary sanitary sewer bypass pipe and repaired existing manhole at 19 th Ave
09/19/2017	Reconnected sanitary sewer bypass backup pump with floats and alarms Attempted to dig down and start sanitary main installation but water table was too high

Attached are the breakdowns and backup, including labor, equipment, rental equipment, and services.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

From: William Stock
Sent: Wednesday, September 20, 2017 9:48 AM
To: mclarke@stpetebeach.org
Cc: Thomas J. Woodward; Charlie Ingle; Joe Hamilton; 'Greg Hass'; Patricia White; 'Brett Warner'
Subject: Pass A Grille Way - Notice of Intent re Hurricane Irma

Mike,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

This is in regards to hurricane Irma. As the City is aware, Nelson started taking precautions for hurricane Irma on Tuesday, 09/05/2017. By Thursday evening, Nelson had demobilized all equipment from the project site, including all pumps. This included three dewatering system pumps located between 20th Ave and 19th Ave that were drawing down the water table, allowing us to install new sanitary main 10 feet deep, (8 feet below the water table), in ground conditions consisting mainly of shell and bay bottom clay. As the City is also aware, there was a failure in the old existing sanitary main, which had forced us to install a sanitary bypass pump and system between 19th Ave and 20th Ave. In order to remove all these pumps, including the pumps on our sanitary bypass system between 19th Ave and 20th Ave, and in order to avoid an SSO event during the storm, we temporarily installed an underground jumper pipe between the old existing sanitary manhole at 19th Ave and our new sanitary main, which was installed up to the south end of the fire station. This temporary jumper pipe allowed the sanitary system to operate without the need for the bypass pumps and system.

Where detours were permanently in place or where roads were closed, we placed concrete structures to physically block the roads and maintain the detours, and strapped the bare minimum of signs necessary to those structures. We then removed all other signage from the site with the exception of a minimum number of barrels separating the lanes, all of which had doubled bases for ballast. We also removed all debris from our laydown yard at 16th Ave and made the construction materials that there was not time to remove as safe as possible. This was all completed ahead of the mandatory evacuation orders issued by the County for the island. This meant that we were not onsite or impeding traffic leaving the island on 9/8 during the evacuation.

On Monday afternoon at 4 pm, 9/11, the City allowed residents to return to the island. On Tuesday morning, 9/12, Nelson started remobilizing equipment to the project and hooked back up the dewatering pumps for the sanitary sewer main installation between 19th and 20th Avenues. It was necessary to hook the dewatering pumps back up as soon as possible, because it is anticipated to take two weeks or more for the pumps to draw the water table back down to the level it was at prior to the pumps being removed. The equipment remobilization continued through Wednesday 9/13. Due to the extreme number of employees impacted by hurricane Irma, Nelson did not resume full operational status on the project until Monday 9/18. Please note that as of today, 9/20, the dewatering pumps have still not drawn down the water table enough for sanitary sewer main installation to begin between 20th Ave and 19th Ave. We do not anticipate being able to go back to work on this critical activity until 9/25 at the earliest. We have however hooked the sanitary bypass system back up and removed the temporary sanitary jumper pipe. This means that once the water table has been drawn down to the appropriate level, we are ready to resume sanitary main installation. Another item of note is that due to the extreme amount of rain that came with hurricane Irma, the water table is significantly higher across the project

than it was prior. This means shallower pipe installations like storm pipe are now requiring dewatering, where they were not before the hurricane, adding to the expense and time required for these pipe installations.

Please let me know if you need any further information at this time. Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: November 14, 2017

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **EXISTING SANITARY MAIN COLLAPSE SOUTH OF 20TH AVE**

As the City is aware, based on phone calls, face to face communication, and Nelson's notice of intent provided on 08/21/2017 (and attached), there was a collapse in the existing sanitary system south of 20th Ave on 08/10/2017. Nelson worked with the City to minimize the costs and the impacts due to this collapse, for which Nelson was not at fault. One of the things done to minimize the impacts was to set up a sanitary bypass operation. This bypass system was in place until 10/09/2017. The other item done was to set up additional dewatering and to attempt to make a repair to the existing system. When this repair proved to be futile, we worked with the City to abandon the existing main and focus all our efforts on installing the new main.

During installation of the new sanitary main, hurricane Irma impacted the project. All costs and impacts from hurricane Irma have been captured under separate cover, and are NOT included in this package at all. For items like the sanitary bypass operation, which span before and after hurricane Irma, the time and costs associated with Irma have been subtracted from this package.

Attached for reference are the following:

- A breakdown of the costs for the extra work associated with this collapse, including labor, equipment, rental equipment, and services.
- Photos taken showing the initial sink hole that opened after the existing sanitary main collapsed, and also the abandoned sanitary lateral that was not shown on the plans.
- All associated invoices, with the portion that the City is responsible for paying shown in red, with descriptions, dates and calculations.
- A table detailing the well point system material.
- All timecards with the foremen's description of events.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
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3483 Alternate 19
Palm Harbor, Florida 34683

From: William Stock
Sent: Monday, August 21, 2017 10:40 AM
To: 'Mike Clarke'
Cc: Thomas J. Woodward; Charlie Ingle; Joe Hamilton; 'Greg Hass'; Patricia White; 'Brett Warner'
Subject: Pass A Grille Way - Notice of Intent re Existing Sanitary Between 20th and 19th

Mike,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

This email is to formally follow up on the notifications provided to the City via phone calls and in person meetings. As the City is aware, there was a collapse in the old existing sanitary system approximately 55 feet south of the 20th Ave sanitary manhole. On 08/10/2017, during installation of well points for the dewatering system, Nelson forces damaged a sanitary lateral running under the Marina that was not shown on the plans. The crew immediately stopped and set up a bypass system between 19th Ave and the lift station at 20th Ave. The City was immediately notified of the events, and an SSO event did not occur. Nelson immediately started manning the bypass operation 24 hours a day.

On 8/11, Nelson installed extra dewatering around the collapse, so that we could attempt to dig down and try to find the cause of the sanitary collapse the following Monday, 8/14. A backup bypass pump was also brought in on 8/11. Once the damaged lateral was dug up, we removed the vertical part of the lateral, and plugged the lateral on both ends (on 8/15). We then worked with the City's vac truck (on 8/16) to try to clean the old sanitary main. In the process of cleaning the old main, sections of pipe south of the unknown lateral started collapsing. It was while digging out to help recover the vac truck's jet nozzle that got stuck in the pipe collapse, that it was realized that there is a horizontal jog in the old main. Due to the misalignment of the old main and the crumbling pipe, Nelson discussed the options with the City and abandoned the repair effort.

After abandoning the repair effort (on 8/16), Nelson also conferred with the City on setting up an alarm system with floats on the sanitary bypass pump so that it would not have to be manned 24 hours a day. The City agreed to have the first phone call for the bypass alarm go to its 24 hour duty phone – this ensured the fastest response time possible. On 8/17 the crew put the dewatering system configuration back to the normal setup for main installation. On 8/18 the crew removed the rest of the asphalt south of 19th and installed the rest of the dewatering system for the two manholes south of 19th Ave. They then reconfigured the bypass pumps to ensure a smooth transition in case of an emergency, and made the northbound lane passable for local traffic and the Marina's customers.

Today we are starting on the installation of the new sanitary system with the manhole at 20th Ave.

Should you have any questions regarding this issue, please do not hesitate to contact me on my cell. Thank you.

Will Stock

David Nelson Construction Co.

3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: October 27, 2017

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **CURB ADJUSTMENT AND ASPHALT LEVELING AT SW CORNER OF 29TH AVE AND PASS A GRILLE WAY**

Due to the MOT requirements, Pass A Grille Way (PAGW) had to be built one side at a time. In this section, Nelson built the southbound lane first, then came back and built the northbound lane. While building the southbound lane, we followed the highpoint and low points provided in the the intersection, as well as all the other grade points provided for on the plans at the storm inlets. After building the northbound lane, the field conditions made it apparent that the southwest corner of the 29th Ave intersection with PAGW was considerably lower than the southeast side.

Upon further investigation, it was realized that on the east side, there was a storm inlet in the center of the east concrete apron, which had an elevation of 3.34. The storm inlet to the south on the east side had an elevation of 2.74, which put the curb elevation on the southeast corner at an elevation of 3.17. Directly across the street from the southern east storm inlet is a west storm inlet, which has the same elevation of 2.74. From there though, the next elevation point was the storm inlet on the south side of 29th Ave, which had an elevation of 2.70. This meant that the curb elevation on the southwest corner was 2.72, which is 0.45 feet (almost a half foot) lower than the curb elevation across the street on the east side. Please see attached plan sheet 2.06 with elevation notes for a better understanding of the elevations provided in this explanation.

In order to fix this "dip" in the road, the curb will be removed between the two storm inlets on the southwest corner. We will then set an elevation in the center of the southwest radius of 3.17, matching the elevation on the southeast corner. This will cause the water to flow either south or west from the center of the southwest radius. We will then place an asphalt leveling course to bring the asphalt on the west side up to match the asphalt on the east side, and to match the new curb line. Once the curb is changed on the southwest corner, we will have to repour the concrete ADA sidewalk ramp that meets the curb, and a small amount of sod will need to be replaced behind the curb and abutting the sidewalk.

Attached for reference is plan sheet 2.06, along with a 200% blowup of the 29th intersection, showing all elevations and the area impacted.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
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Palm Harbor, Florida 34683



**General Contractors
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"An Equal Opportunity Employer"

Date: October 26, 2017

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **KNEE WALL/RETAINING WALL BETWEEN 27TH AND 28TH AVE ON THE EAST SIDE OF PASS A GRILLE WAY**

The City agreed to replace the knee wall/retaining wall in front of the former Busch Estate properties, located on the east side of Pass A Grille Way between 27th Ave and 28th Ave. This wall was not shown to be rebuilt on the plans. The City agreed to install the wall adjoining the sidewalk, allowing structural dead-men (rebar anchors) to run under the sidewalk itself, providing added structural strength to the wall. The City's project inspector was involved with the layout and location of the wall.

Attached for reference are pictures of the wall during installation, as well as plan sheet 2.05 showing the approximate location of the wall.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

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(727) 784-7624 Pinellas
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**3483 Alternate 19
Palm Harbor, Florida 34683**



**General Contractors
Heavy Construction
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Date: May 7, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **STORM COLIN EMERGENCY DIRECTED WORK**

On 06/06/2016, the City directed Nelson to build an emergency bypass road (along Pass A Grille Way) for emergency access between West Maritana Dr and Cabrillo East. All traffic at the time was detoured from West Maritana to Casablanca and then onto Cabrillo East. Casablanca was flooding by more than 2 feet between West Maritana and Cabrillo East, cutting off access to the south end of the island.

In order to comply with this Nelson gathered all the personnel we could and used our front-end loaders to haul asphalt millings and road base (whatever material we had available) from our laydown yard at 16th Ave down to West Maritana. This provided an adequate driving surface for the day, but required extensive maintenance on 6/7. After the storm passed the grading crew was able on 6/8 to dig out all the material placed in an emergency fashion and get the road back to pre-storm conditions.

Please note that Nelson is not charging the City nor seeking reimbursement for standby time or crew show-up time. We are only charging for the City for people, equipment and material that was used to assist the City in the work that was directed.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

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3483 Alternate 19
Palm Harbor, Florida 34683

From: Mike Clarke <mclarke@stpetebeach.org>
Sent: Monday, June 6, 2016 3:37 PM
To: William Stock
Subject: RE: Supporting City During Emergency

Confirmed. The City requests support from Nelson to install temporary road capacity due to the detour flooding out during the storm.

From: William Stock [<mailto:wstock@nelson-construction.com>]
Sent: Monday, June 06, 2016 12:34 PM
To: Mike Clarke
Subject: Supporting City During Emergency

Mike,
Please confirm that the City is directing Nelson to support their efforts during a storm emergency.
Thanks.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com

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From: Mike Clarke <mclarke@stpetebeach.org>
Sent: Friday, June 10, 2016 10:19 AM
To: William Stock; Ian Wade
Cc: Elaine Edmunds
Subject: RE: Pass A Grille Way - Storm Colin Delay Notification

Separate the work during the storm to support the City from weather impact. They are funded separately.

Sent from my Sprint Samsung Galaxy S® 6 edge.

----- Original message -----

From: William Stock <wstock@nelson-construction.com>
Date: 6/9/16 4:06 PM (GMT-05:00)
To: Ian Wade <iwade@stpetebeach.org>, Mike Clarke <mclarke@stpetebeach.org>
Cc: 'fshepherd' <fshepherd@metzgerwillard.com>, "Thomas J. Woodward" <twoodward@nelson-construction.com>, Charlie Ingle <CIngle@nelson-construction.com>, Joe Hamilton <jhamilton@nelson-construction.com>
Subject: Pass A Grille Way - Storm Colin Delay Notification

Ian,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

On 06/06/2016 Nelson was directed by the City to assist the with emergency access between Cabrillo and W. Maritana due to the flooding associated with storm Colin. Nelson will therefore be providing pricing for this directed work, as well as for the restoration work associated with that direction. We will also be requesting weather days both for the storm itself as well as for the days spent recovering from the storm until critical path work can continue.

Should there be any questions, please contact me and we can discuss. Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com

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**General Contractors
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Date: May 8, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **STORM HERMINE EMERGENCY DIRECTED WORK**

On 08/31/2016, the City directed Nelson to provide an operator and a loader to be stationed with and take direction directly from Fire Station 22. This was due to storm Hermine. We provided this person and equipment through the storm, lasting from 8/31 to 9/2.

Please note that Nelson is not charging the City nor seeking reimbursement for standby time or crew show-up time associated with this storm, nor for time spent preparing the jobsite for the storm. This change order is only for the single operator and loader expressly directed by the City for potential emergency scenarios.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

William Stock

From: Jim Kilpatrick <j.kilpatrick@stpetebeach.org>
Sent: Wednesday, August 31, 2016 11:53 AM
To: Mike Clarke; William Stock
Cc: Mecca Serfustini; John Kretzer; Ian Wade
Subject: RE: Tropical Depression # 9

Mike,

We have a full house at 22 but I have arranged for a air mattress to be there for them. They may want to bring bedding or there are recliners as well.

Thanks,
Jim

From: Mike Clarke
Sent: Wednesday, August 31, 2016 11:37 AM
To: Jim Kilpatrick; 'William Stock'
Cc: Mecca Serfustini; John Kretzer; Ian Wade
Subject: RE: Tropical Depression # 9

Jim,

I just spoke with Will and his team is going to put together a plan to have one (or some rotation because of the length of time for this mission) of their guys imbed with your Station 22 sometime this afternoon. This will be an active mission where we expect him to drive the PAG construction site periodically 24/7 for the next two days or until the bulk of the storm passes to check for road deterioration/holes and make repairs for traffic safety. They already have a Loader pre-positioned at the Don Vista with the others at the construction yard.

Y'all can coordinate directly from here. Mecca will get the phone numbers of our day/night crew supervisors to you. We are on 24/7 shifts until this is over and can assist as needed.

Thanks to you both.

Mike

From: Jim Kilpatrick
Sent: Wednesday, August 31, 2016 11:15 AM
To: Wayne Saunders
Cc: Mike Clarke
Subject: Tropical Depression # 9

Wayne,

This is what I have so far. Mike may have some input as well. I will add the citizen information line after it is up and running.

Thanks,
Jim

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William Stock

From: Mike Clarke <mclarke@stpetebeach.org>
Sent: Friday, September 9, 2016 3:20 PM
To: William Stock
Cc: Mecca Serfustini
Subject: Hurricane and Nelson Loader

Will,

We will need a statement of cost incurred to stage the loader(s) and provide a 24/7 operator for 48 hours in addition to the cost of any work performed.

Thanks,

Mike

Good luck tonight.

From: Mecca Serfustini
Sent: Friday, September 09, 2016 12:27 PM
To: Mike Clarke
Subject: Nelson Loader

Hey Mike,
What was the loader for? I'm trying to work it into the right category.

Mecca Serfustini
Administrative Assistant
Public Works Department
City of St. Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243

Download SPBConnect at www.stpetebeach.org/spbconnect

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**General Contractors
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Date: May 8, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **CREDIT FOR BALL FIELD RESTORATION**

Below and attached is a credit for Nelson NOT restoring the ball field at 16th Ave and Pass A Grille Way, as called for in the Contract. The credit for this restoration is complicated by Change Orders 17 and 26. Change Order 17 included pricing for adding a second gate and driveway, and for restoring the area outside the ballfield at the end of the project. The pricing for change order 17 was then reduced on 05/01/2017, and then increased as part of change order 26. The problem is that part of the work authorized by the price increase in change order 26 never occurred.

To save on confusion, I am therefore going to break the explanation for the attached credit for restoration into two parts: work needing to be credited from Change Orders 17 and 26, and the credit for the ball field restoration itself.

Credit from Change Orders 17 and 26:

1. Labor and equipment – grading crew for future restoration outside ball field: **(\$2307.84)**. This is shown on the Change Order T&M Summary Sheet, page 7 of this PDF, as the second crew listed, in italics. The crew costs are detailed on page 9 of this PDF.
2. Curb on 16th Ave at second entrance: **(\$600)**. Since this is a standard pay item it is shown on the Schedule of Values, under Storm Water and Curbing, page 2 of this PDF, and is listed under the Notes column in italics.
3. Sod outside fence in front of church: **(\$888.25)**. This is shown on the Change Order T&M Summary Sheet, page 7 of this PDF, as the second sod item listed under Subcontractor, in italics.

Credit for ball field restoration:

1. Labor and equipment for restoring the ballfield. This is shown on the Change Order T&M Summary Sheet, page 7 of this PDF, as the first crew listed. The crew costs are detailed on page 8 of this PDF.
2. Material cost for fresh clay on infield. This is shown on the Change Order T&M Summary Sheet, page 7 of this PDF, listed under Material.
3. Sodding the outfield. This is shown on the Change Order T&M Summary Sheet, page 7 of this PDF, as the first sod item listed under Subcontractor.
4. Additional credit relative to the ballfield restoration: In addition to the credit of \$20,170.92 for not restoring the ball field, David Nelson Construction Co. is giving a credit of \$19,829.08 both to resolve a pricing disagreement over the value of this credit and to compensate the City for any cost of cleanup of pollutants requiring cleanup or remediation as part of the ballfield restoration.

Also attached for clarification is plan sheet 5.05. Should further explanation be necessary, I am available to meet with you.

Sincerely,

David Nelson Construction Co.

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

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**3483 Alternate 19
Palm Harbor, Florida 34683**

William Stock
David Nelson Construction Co.
Project Manager
wstock@nelson-construction.com



**General Contractors
Heavy Construction
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"An Equal Opportunity Employer"

Date: May 14, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **PCF 131 SANITARY LATERAL-STORM CONFLICT AT YACHT**

On 09/08/2016, Nelson attempted to install the new sanitary lateral to the Yacht Club. In the process of doing so, it was realized that the lateral was in conflict with the new storm pipe (yet to be installed). Once the right of entry was obtained for the Yacht Club, and Nelson was able to finish the investigation, it was realized there was only one solution for dealing with this conflict. We were not able to go under the storm pipe, because the sanitary main was too shallow to be able to connect into. We could not go over the storm pipe because the Yacht Club had a grease trap attached to the lateral, preventing us from raising the height of the pipe going away from the road. We were therefore left with no alternative except to place a conflict storm structure.

Due to a previous re-design, storm structure SW-26-9 was no longer needed. By utilizing this unneeded structure as the conflict structure, the City was able to save a few thousand dollars, and approximately 4-5 weeks of schedule time. Storm structure SW-26-9 was originally designed for a Type 9, F-curb inlet. This structure however was now being used in front of the yacht club which required Miami curb. We therefore discussed this with US Foundry and CPWG and found a modified V-inlet frame and grate which looked very similar to the other V-inlet structure tops and that could be placed on the structure top with no modifications needed.

Since the conduit system had already been installed, the crew had to dig carefully around these pipes to ensure nothing would be damaged. We then replaced the sanitary lateral pipe with new C-900 PVC. Going through the conflict box itself we installed epoxy lined ductile iron pipe for the sanitary lateral, in concurrence with the project specifications.

Please note that while the structure was installed on 11/21/2016, the crew finished mudding/sealing the pipes going into and out of the conflict structure on 11/22. That is why only part of the crew's time is charged to this issue for 11/22.

Attached for reference is the shop drawing for structure SW-26-9, plan sheet 2.03 marked up to show the location of the conflict, and the invoice from US Foundry showing the part numbers for the frames and grates.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624,
wstock@nelson-construction.com

David Nelson Construction Co.

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(813) 228-8616 Tampa
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3483 Alternate 19
Palm Harbor, Florida 34683

William Stock

From: William Stock
Sent: Friday, September 9, 2016 11:15 AM
To: iwade@stpetebeach.org; Mike Clarke
Cc: 'fshepherd'; Thomas J. Woodward; Charlie Ingle; Joe Hamilton
Subject: Pass A Grille Way - Delay Notification Due to Duke Conduit Changes at Yacht Club and Yacht Club Right of Entry

Ian,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which could result in a claim for adjustment to the Contract Amount and Contract Time.

This is regarding the shutdown of the conduit crew on Wednesday and Thursday (9/7-9/8/2016), as discussed in the Weekly Progress Meeting yesterday. Last Wednesday Duke released new conduit plans with the changes brought about by the transformer move at the Yacht Club. After dealing with the fallout from Hurricane Hermine, Nelson was able to review the changes of these revised conduit plans, which included rework to roughly 400 feet of conduit that had already been installed. This stopped the conduit crew on Wednesday from being able to set the transformer pull box and pads at the north end of the yacht club (their next step in conduit installation), because they did not know what conduit would need to run into and out of the transformer pads due to the changes. We immediately brought this to the attention of UC Synergetic's onsite representatives (Duke's onsite consultant), and set up a meeting for Thursday morning at 8:00 am with UC Synergetic, and Duke's engineer via phone. The meeting concluded with Duke's engineer stating that he would try to get a new plan out by the end of the day.

After stopping the conduit crew's work on actual conduit Wednesday, we moved the crew on to work on the next sanitary sewer lateral on Thursday. While digging up for the sanitary lateral at the yacht club building itself, we also found that the elevation that the sanitary lateral was running at, put it in conflict with the new storm pipe. To drop the sanitary lateral under the new storm would have put it too deep to tie into the top of the existing sanitary main. This meant that the sanitary lateral was going to have to be raised up to go over the top of the new storm pipe. This can often be accomplished by digging back on the private property side of the sanitary lateral a short distance, and connecting onto the existing lateral with new pipe installed at a shallower angle. This was not possible yesterday, because no right of entry had been obtained for the yacht club property that Nelson or the City was aware of. At this point there was no further productive work for the conduit crew.

By the end of the Weekly Progress Meeting yesterday, Duke had reconfigured the conduit in such a way as to allow the conduit work to continue with minimal or no rework, and the City had obtained a right of entry for the yacht club. We appreciate the efforts of all those involved in helping to minimize these delays.

Please be aware that even with the modifications made to the revised conduit layout yesterday by Duke, there is still more trenching and conduit that has to be installed than there was previously.

Per the City's request, all additional time and work associated with the Yacht Club changes will be tracked separately. If you have any further requests or require further clarification, please contact me, or Tom Woodward in my absence. Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683

727-784-7624 Office

727-503-0169 Cell

wstock@nelson-construction.com



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: May 14, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **CONFLICT BOX FOUND AT 21ST AVE BETWEEN STORM STRUCTURES SW-21-5 & SW-21-4**

On 01/19/2017 one of Nelson's crews encountered a conflict structure in the middle of the 21st Ave/Pass A Grille Way intersection that was not shown on the plans, nor known about by the City or Pinellas County. Please see attached notice of intent letter for further details.

Attached for reference is plan sheet 2.02 marked up to show the conflict, along with a snap shot of the plan sheet blown up, photos of the conflict box also marked up, and a copy of the time card with descriptions.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624,
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683

William Stock

From: William Stock
Sent: Tuesday, February 7, 2017 1:06 PM
To: iwade@stpetebeach.org
Cc: 'Mike Clarke'; 'Vicki Baker'; Thomas J. Woodward; Charlie Ingle; Joe Hamilton
Subject: Pass A Grille Way - Notice of Intent re Storm Conflict Box at 21st
Attachments: PCF 164 - Snapshot and Photos.pdf; PCF 164 - Plan Sheet 2.02.pdf

Ian,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

This letter of intent is in regards to the storm conflict box that was discovered on the south side of the 21st intersection, between Circle K and Sea Critters street corners, on 01/19/2017. This conflict box was originally discussed at the weekly progress meeting on 01/19/2017, and provided in the weekly progress meeting agenda on 01/26/2017. This conflict box was for the existing storm and two unknown metal pipes, one 6" and one 4". This conflict box was discovered after removing the asphalt and while excavating the trench for installation of new storm going from structure SW-21-5 to SW-21-4. Pinellas County was notified, as was Nelson's management. All parties checked and confirmed that the metal pipes were not shown on the plans or asbuilts, and that no one knew what they were. Both metal pipes then had to be cleaned, saddles or wrap-around repair sleeves obtained and mounted, and holes drilled, and then windows cut in the top to ensure the pipes were not under pressure first, and actually abandoned with no cables running through them second. After the holes were drilled the saddles/repair sleeves were removed. Once it was confirmed that both metal pipes were abandoned, they were cut out of the way, and the conflict box demoed and hauled off. All of this set the crew back by approximately half a day.

Please see attached plan sheet, snapshot and photos for further clarification. Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: May 15, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **STORM AND CONDUIT CONFLICTS WITH EXISTING UTILITIES AT 26TH AVE**

This cover letter is being written as a follow up and summarization to the letter of intent written on 02/06/2017 and attached hereto. There were a number of conflicts between the conduit and storm and the existing utilities at 26th Ave and Pass A Grille Way (PAGW).

1. While laying the conduit from east to west across PAGW, the crew encountered an old storm/potable water conflict box not shown on the plans. This required substantial investigation before demolishing and removing it by hand due to the close proximity of live utilities. This set the crew back by half a day/shift.
2. The conduit had to be hand dug for roughly 140 feet due to the close proximity of multiple utilities, some of which were not shown on the plans. This took over 2 days to dig something that normally would take a few hours.
3. The conduit installed east along 26th Ave had to be placed higher than was called for so that it could go over the existing sanitary sewer main. This put the conduit up into conflict with the existing storm structure SW-26-3.
4. The 10" sanitary lateral shown on the plans running to the northwest corner of 26th and PAGW was found to be running down the center of 26th Ave, in conflict with storm pipe running north/south across 26th Ave. This sanitary lateral was originally thought to be 8" concrete, but upon digging it up to replace it we realized it had the same inside diameter as 6" PVC. We therefore got concurrence and replaced it with 6" C-900 PVC. This gave us enough clearance under the raised storm pipe that we did not have to use epoxy lined ductile iron, which would have been much more expensive. The problem we did run into was that it had to be hand dug, with support from one of Frontier's subcontractors to help us expose and support their existing utilities. This meant that it took 1.5 crews (not including Frontier) an entire day to do a task that would normally take a couple of hours.

The storm pipe had to be raised substantially to clear the sanitary sewer lateral and the new conduit system. Because of the shallow depth of the storm pipe, we switched from class 3 to class 4 reinforced concrete pipe, which technically doesn't require any cover. We then had to modify the storm structures on each side of 26th Ave (structures SW-26-2 and SW-26-3). We had to cut the top of the wall off of SW-26-2, as well as removing the sump from the box. This allowed the structure to set above the new conduit system. We then excavated and set the structures on both sides the road. After setting both structures, they completely excavated the trench all the way across 26th Ave all at once, made sure they had a straight line and grade, and then set the pipe all at once. These modifications to the structures and unorthodox style of installation took substantially longer and required much more oversite than standard storm box and pipe would require.

Attached for reference is plan sheet 2.04, a snapshot and blow up of plan sheet 2.04, and multiple photos showing multiple obstacles in the way. Also included is the invoice was the class 4 storm pipe, and the original time cards.

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

**3483 Alternate 19
Palm Harbor, Florida 34683**

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624,
wstock@nelson-construction.com

From: William Stock
Sent: Monday, February 6, 2017 5:06 PM
To: iwade@stpetebeach.org
Cc: 'Mike Clarke'; 'Vicki Baker'; Thomas J. Woodward; Charlie Ingle; Joe Hamilton
Subject: Pass A Grille Way - Notice of Intent re Storm and Conduit Conflicts on 26th
Attachments: PCF 159 - Snapshot and Photos.pdf; PCF 159 - Plan Sheet 2.04.pdf

Ian,

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

This letter of intent is in regards to the multiple conflicts with the storm and conduit encountered at 26th Ave, and is a follow up to original notice provided in the weekly progress meeting agenda and discussed at the weekly progress meeting on January 12, 2017. On 01/11/2017, while crossing Pass A Grille Way with the conduit westward, Nelson encountered an unidentified conflict box. The conflict box was for the storm and an abandoned 6" metal water pipe. Resting directly on top of the conflict box was an existing Verizon 4" conduit and the 3" gas main. Due to the unknown 6" metal pipe running north/south, and the 2 utilities on top of the box, the concrete and brick box had to be demoed by hand. The 6" metal pipe then had to be investigated by mounting a tapping saddle and corp, and then drilling a hole in the pipe to ensure that it was abandoned. All of this extra work associated with the conflict box added at least an extra half day to the conduit crossing the road.

Once the conflict box and metal pipe were removed, the crew was able to continue installing the conduit westward. This led to another conflict with 4 existing conduits/cables/pipes. There was an existing 4" Verizon conduit, a 2" lead cable, a 1" lead cable, and an unknown 1" metal pipe, all running through the center of storm structure SW-26-2 westward. These existing Verizon cables continued to run west and directly in line with the path of the new conduit. This meant that the conduit trench had to be dug by hand for approximately 200 feet westward down 26th Ave, when the trench should have been able to be dug with an excavator, like the rest of the conduit installed on the project. Because of the hand digging, our production rate was greatly decreased and the crew delayed an additional two days.

(The existing conduit/cables/pipes were in conflict with SW-26-2 and with the installation of our new conduit.) The 2" Verizon lead cable is still in conflict with SW-26-2, but Kyle Perkins of Verizon agreed to provide a crew when we excavate for the structure to remove the cable from conflict. The other Verizon facilities were laid on top of the new conduit prior to backfilling the trench. Please note that the crew also found an unknown 4" metal pipe running near the right of way east west on 26th, but since it was on the edge of the excavation, the crew left it alone.

The next conflict was the height of the new conduit Nelson installed. The conduit had to be installed shallower than preferred when crossing PAGW in order to get over the top of the existing 18" sanitary main. That meant that the height of the conduit crossing the road was now in conflict with the sump in the new storm box SW-26-2. The conduit could not be lowered because that would have introduced too many bends into the conduit, which damages the wires that get pulled through them.

Please note that it had previously been discovered that the sanitary lateral runs up the center of 26th Ave, and not over to the northwest corner as shown on the plans. The height of the sanitary street lateral was found to be in conflict with the new storm pipe crossing 26th Ave north/south between structures SW-26-2 and SW-26-3. One way of avoiding this conflict that was discussed at the weekly progress meeting was to:

1. Raise up the storm pipe between these structures (in order to clear the sanitary)
2. Make storm structures SW-26-2 and SW-26-3 shorter so the pipe can clear over the sanitary street lateral

3. Make the 14"x23" ERCP storm pipe Class 4 (instead of the standard Class 3), since it would be in the road base section
4. Make the sanitary street lateral crossing underneath it to be epoxy lined ductile iron.

If this solution is taken, it will also solve the problem of the new conduit being in conflict with this new box SW-26-2.

Please confirm that this is acceptable.

Please also see attached pictures and plan sheet for further clarification. Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: May 15, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **SANITARY LATERAL TO WOMAN'S CLUB IN CONFLICT WITH STORM STRUCTURE SW-22-12**

On 04/18/2017 one of Nelson's crews encountered the sanitary lateral running to the Woman's Club north of where it was shown on the plans. Where it was located was in direct conflict with storm structure SW-22-12. This turned out to be a good thing, because had the lateral been where it was shown on the plans, then another conflict storm structure would have been needed. In this case, we were able to modify the existing structure and install a piece of epoxy lined ductile iron pipe through the storm structure, so the lateral could be reconnected.

Attached for reference is the original notice of intent letter sent to the City, and the City's response authorizing the change so that the crew would not be further impacted. Due to this quick response the storm structure was able to be modified and set the next day, 4/19. Also attached is a photo marked up showing the location of the sanitary lateral in conflict, plan sheet 2.02 marked up showing the actual location of the sanitary lateral and the point of conflict, along with the original timecard for the crew that performed the work.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624,
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

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**3483 Alternate 19
Palm Harbor, Florida 34683**

From: Ian Wade <iwade@stpetebeach.org>
Sent: Thursday, April 20, 2017 8:41 AM
To: William Stock
Subject: RE: Pass A Grille Way - Notice of Intent re Sanitary Lateral in Conflict with Storm Structure SW-22-12

Vicki discussed this with me, the City is okay with the fix you proposed. Please proceed as described.

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

From: William Stock [<mailto:wstock@nelson-construction.com>]
Sent: Thursday, April 20, 2017 8:40 AM
To: Ian Wade
Subject: RE: Pass A Grille Way - Notice of Intent re Sanitary Lateral in Conflict with Storm Structure SW-22-12

Ian,
Can you please respond to the email below stating that Vicki gave Charlie Ingle verbal direction to proceed yesterday (04/19/2017) at approximately 8:15 am?

Thank you.

Will Stock

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office
727-503-0169 Cell
wstock@nelson-construction.com

From: William Stock
Sent: Tuesday, April 18, 2017 3:11 PM
To: iwade@stpetebeach.org; 'Jeff Earhart' <jeff.earhart@cpwgengineering.com>
Cc: 'Mike Clarke' <mclarke@stpetebeach.org>; 'Vicki Baker' <vbaker@stpetebeach.org>; Thomas J. Woodward <twoodward@nelson-construction.com>; Charlie Ingle <CIngle@nelson-construction.com>; Joe Hamilton <jhamilton@nelson-construction.com>
Subject: Pass A Grille Way - Notice of Intent re Sanitary Lateral in Conflict with Storm Structure SW-22-12

Pursuant to the Request For Bid document, pages 8-9, CHANGES IN THE WORK, Nelson is hereby notifying the City of an impact which will result in a claim for adjustment to the Contract Amount and Contract Time.

Attached is picture taken facing south, showing the sanitary lateral (with the part crossing our trench removed) and the 19x30 storm pipe on the south side, showing the extent of the conflict. Charlie Ingle notified Vicki Baker with the City and showed her the conflict. If the proposed solution is acceptable, please respond today and we will be able to make the change tomorrow and continue with minimal delay.

David Nelson Construction Co.
3483 Alt 19
Palm Harbor, FL 34683
727-784-7624 Office

727-503-0169 Cell

wstock@nelson-construction.com

Download SPBConnect at www.stpetebeach.org/spb-connect.html

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



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: May 15, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **REPLACE CITY PULL BOXES IN SIDEWALK WITH TRAFFIC RATED BOXES**

The original intent for the location of the pull boxes for the extra conduit installed for the City was for the boxes to be placed in the green space, behind the sidewalk. Unfortunately, due to the extremely tight right of way and the large number of utilities in the ground, this was not always possible. Therefore we had no choice but to place a few of the City pull boxes in the sidewalk. For these pull boxes the City wanted them replaced with traffic rated boxes. We then worked with our supplier and CPWG to find the most cost effective and readily available pull boxes that met the size requirements and load rating required. By working together in short order we were able to get the boxes onsite and installed before it held up the concrete flatwork crews.

Attached for reference are plan sheets 2.01, 2.02, 2.04, 2.05 and 2.09 showing the locations of these traffic rated pull boxes. Also attached for reference is a copy of the approved submittal for these boxes.

Should further explanation be necessary, I am available to meet with you.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624,
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
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**3483 Alternate 19
Palm Harbor, Florida 34683**



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: June 8, 2018

To: Mike Clarke
Public Works Director
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9243
mclarke@stpetebeach.org

Re: **Delay Costs**

In the spirit of compromise and in the interest of a quick settlement and final payment on this project, David Nelson Construction Co. agrees to accept a one-time payment of \$300,000.00 from the City as full and final settlement of all claims and counter claims regarding contract time, liquidated damages and delay costs. This agreement is contingent on the City's concurrence and the Change Order and payment being processed in a timely manner.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

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**3483 Alternate 19
Palm Harbor, Florida 34683**

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

Issue Considered: Request approval of the amendment to and extension of the Interlocal Agreement between the City of St. Pete Beach and Pinellas County for Advanced Traffic Management System/Intelligent Transportation System (ATMS/ITS) and Roadway Transfer Agreement to transfer traffic control authority.

Date: June 26, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach's signalized intersections are currently maintained by Pinellas County. This amendment proposes that the existing Interlocal Agreement, dated March 3, 2009, be extended effective March 3, 2019 for an additional ten (10) year period.

Requested Motion: "I move to approve the amendment to and extension of the Interlocal Agreement between the City of St. Pete Beach and Pinellas County for Advanced Traffic Management System/Intelligent Transportation System (ATMS/ITS) and Roadway Transfer Agreement to transfer traffic control authority."

Attachment: Interlocal Agreement Amendment #1
Executed Interlocal Agreement

**Reviewed by the
City Manager:** WS

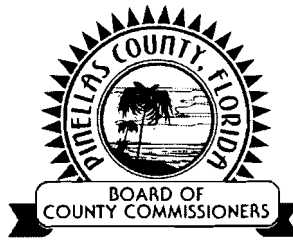
No. 16
BCC 3-3-09
9:28 A.M. Kennare/PENHALE

- #16 Interlocal Agreement with the City of St. Pete Beach for Advanced Traffic Management System/Intelligent Transportation Systems (ATMS/ITS) and Roadway Transfer Agreement to Transfer Traffic Control Authority approved; Chairman authorized to sign and the Clerk to attest.

Motion - Commissioner Latvala
Second - Commissioner Welch

Responding to query by Commissioner Welch, Director of Public Works and Transportation Peter J. Yauch indicated that gasoline consumption is down; and that staff continues to consider the availability of funding as projects move forward.

Vote - 7 - 0



BOARD OF COUNTY COMMISSIONERS

DATE: March 3, 2009

AGENDA ITEM NO. 16.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

[Signature]

Subject:

Interlocal Agreement with the City of St. Pete Beach for Advanced Traffic Management System/ Intelligent Transportation Systems (ATMS/ITS) and Roadway Transfer Agreement to Transfer Traffic Control Authority

Department:

Public Works

Staff Member Responsible:

Peter J. Yauch, P.E., Director

[Signature]

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF ST. PETE BEACH FOR ATMS/ITS AND ROADWAY TRANSFER AGREEMENT TO TRANSFER TRAFFIC CONTROL AUTHORITY, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

This Agreement defines the roles and responsibilities specific to the funding, construction, operation and maintenance of the ATMS/ITS within the city and/or town municipal limits, and are effective for a period of ten (10) years with subsequent ten (10) year renewals, subject to mutual agreement.

Pinellas County and the municipalities have determined that centralizing transportation management functions on major arterial roads throughout the County, in accordance with the Metropolitan Planning Organization's adopted ITS plan, will provide for increased safety and efficiency of the countywide roadway network. To accomplish this, the municipalities will transfer traffic control jurisdiction and operation of roadways to the County as the ATMS/ITS equipment is installed. The County will be responsible for funding relative to implementation, operation and maintenance of the new system, including the Primary Control Center, which will house the new system.

Fiscal Impact/Cost/Revenue Summary:

Funding to support this project will come directly from the "Ninth Cent" Motor Fuel Tax (MFT). The tax became effective on January 1, 2007, and will generate approximately \$3.8 million annually for twenty (20) years. Funding will also include grant monies that are currently being used for ATMS/ITS and other grant funds that will be sought to complete the system implementation. The MFT revenue source will initially fund the majority of the capital cost of the system and then shift to operations and maintenance functions as more system equipment is installed.

Exhibits/Attachments Attached:

Contract Review Transmittal Agreement

CONTRACT REVIEW TRANSMITTAL SLIP

CATS # 28835

SUBJECT: Interlocal Agreement with the City of St. Pete Beach for Advanced Traffic Management System/Intelligent Transportation Systems (ATMS/ITS) and Roadway Transfer Agreement to Transfer Traffic Control Authority

AGREEMENT PREPARED BY: Pinellas County Public Works

DATE: February 3, 2009 **PROJECT / PID NO.:** N/A

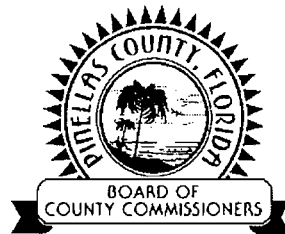
Please review the attached and forward to the next Review Authority in the sequence indicated below. Indicate any necessary changes by revising, IN RED, the appropriate sections of the document to reflect the wording of the desired change. Time is of the essence. Please make your review as complete and as fast as possible.

Board Records: Return to Barbara A. Kuhl, 4th Floor, Public Works.

All inquiries should be made to Barbara A. Kuhl, Ext. 43144.

Review Sequence	Review Authority	Review Date	Review Signature	Comments (Attach if necessary)	Comments Incorporated
1.	PW/Director of Financial & Contracts Services	<u>2/04/09</u>	<u>BKuhl</u>		
2.	Risk Management	<u>2/5/09</u>	<u>BKuhl</u>		
3.	Clerk/Finance Division	<u>2/6/09</u>	<u>CBW</u>		
4.	OMB	<u>2/10/09</u>	<u>[Signature]</u>		
5.	Director of Public Works and Transportation	<u>2/11/09</u>	<u>[Signature]</u>		
6.	Legal	<u>2/13/09</u>	<u>Jmm</u>		
	Legal	<u>2/13/09</u>	<u>Jmm</u>	Approved As to Form	

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW



INTERLOCAL AGREEMENT
WITH THE CITY OF ST. PETE BEACH FOR
ADVANCED TRAFFIC MANAGEMENT SYSTEM/
INTELLIGENT TRANSPORTATION SYSTEMS (ATMS/ITS) AND
ROADWAY TRANSFER AGREEMENT TO TRANSFER TRAFFIC CONTROL AUTHORITY

AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS

**SECTION 1
INTENT OF AGREEMENT**

**INTERLOCAL AGREEMENT
WITH THE CITY OF ST. PETE BEACH FOR
ADVANCED TRAFFIC MANAGEMENT SYSTEM/
INTELLIGENT TRANSPORTATION SYSTEMS (ATMS/ITS) AND
ROADWAY TRANSFER AGREEMENT TO TRANSFER TRAFFIC CONTROL AUTHORITY**

THIS AGREEMENT, made and entered into on the 3rd day of March, 2009, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the City of St. Pete Beach, a municipal corporation, hereinafter referred to as the CITY.

WITNESSTH, That:

WHEREAS, this Agreement is made and entered between parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the COUNTY and CITY desire to foster an atmosphere of cooperation, which will afford advantages to the citizens and businesses within the municipal boundaries and in the unincorporated area; and

WHEREAS, it is beneficial to all citizens throughout the County that the governments cooperate to address community needs in matters affecting health, safety, welfare, economic conditions and countywide mobility; and

WHEREAS, the COUNTY and CITY have determined that it is of mutual benefit to centralize traffic signal operations on specified arterial roads and other major thoroughfares, across municipal boundaries, establishing an Advanced Traffic Management System (ATMS), for the most efficient operations of those facilities on a countywide basis; and

WHEREAS, the COUNTY and CITY have determined that it is of mutual benefit to centralize Intelligent Transportation Systems (ITS) on specified arterial roads and other major thoroughfares across municipal boundaries, for the safest and most efficient operation of those facilities on a countywide basis; and

WHEREAS, the CITY presently has traffic control authority to carry out the matters authorized by Section 316.006(2), Florida Statutes on ATMS/ITS corridors within the city limits; and

WHEREAS, Section 125.01(1)(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agencies authorized functions; and

WHEREAS, the Pinellas County Charter, Section 2.04(q), provides that County government has all powers necessary to transfer the functions and powers of any other governmental agency upon approval by the governing body of that agency and the Board of County Commissioners; and

WHEREAS, Section 335.0415, Florida Statutes, authorizes that public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental agencies; and

WHEREAS, the COUNTY and CITY have determined that it is beneficial to transfer the responsibility for operation and maintenance all traffic control devices on any roadway to the COUNTY once ATMS/ITS equipment is installed, as per the implementation plan; and

WHEREAS, the COUNTY has agreed to assume the current funding obligation for the operations transferred hereunder, pursuant to the terms of this Agreement; and

WHEREAS, the COUNTY will establish, administer, manage, operate and maintain the Pinellas Countywide Primary Control Center, also known as the Pinellas County Regional Transportation Management Center, hereinafter referred to as the PCC, to provide for the ATMS and ITS.

NOW THEREFORE, the parties, in consideration of mutual promises herein contained, and for other goods and valuable consideration, receipt of which is hereby acknowledged by all parties, hereby agree as follows:

SECTION 2 GENERAL

It is mutually agreed that in exchange for relinquishing and transferring traffic control authority and related devices described herein on the ATMS/ITS corridors, to the COUNTY, the CITY, upon installation of said equipment, shall be relieved of the expense associated with such traffic control, and in turn the COUNTY shall, after receiving such traffic control authority, assume the costs and expenses of same. From this basic Agreement the following sections are developed.

SECTION 3 ATMS/ITS NETWORK

- 3.1 For purposes of this Agreement the ATMS/ITS system network and implementation phasing is identified as Exhibit A1. Exhibit A1 is incorporated in the Metropolitan Planning Organization's (MPO) Long Range Transportation Plan (LRTP). Any modifications to the map adopted by the MPO will automatically supersede the attached plan without need to amend this Agreement.
- 3.2 The CITY agrees to transfer traffic control authority to the COUNTY on ATMS/ITS corridors at the beginning of the construction phase for ATMS corridor implementation projects within the CITY limits. This transfer affects only roadways where ATMS/ITS equipment is being installed by the COUNTY as part of the implementation of the ATMS/ITS System.

- 3.3 The attached Roadway Transfer Agreement (RTA), identified as Exhibit A2, will be executed by the CITY and COUNTY for each ATMS/ITS Corridor to be effective upon "Notice to Proceed" for the associated construction contract. The RTA will define the specific limits and effective date of the transfer. By mutual agreement additional signals and/or segments of roadway not shown on Exhibit A1 may be included in the transfer to accommodate design and operational requirements of the ATMS/ITS system.
- 3.4 Upon transfer, the COUNTY will perform all project coordination, construction inspection; system related activities and traffic control determinations. The COUNTY and CITY will develop a mutually agreed upon partnering plan for construction related activities.
- 3.5 The CITY agrees to transfer traffic control authority, as described herein, to the COUNTY for ATMS/ITS corridors on state roads in conjunction with an ATMS/ITS implementation project. The COUNTY'S responsibilities with transfer of this type facility are enumerated below. State roads shall remain the traffic control authority of the Florida Department of Transportation (FDOT) as defined under Section 316.006 (1), Florida Statutes.
 - 3.5.1 The COUNTY shall be designated by FDOT District 7 as the official maintaining agency for transferred roadway facilities, with all operational and maintenance responsibilities as would be assigned to the local jurisdiction by the FDOT.
 - 3.5.2 All maintenance and operations reimbursement provided by the FDOT shall be assigned by the FDOT to be paid to the COUNTY upon transfer of roadway.
 - 3.5.3 The COUNTY shall be the primary contact with the FDOT on traffic control issues related to the transferred facilities. The COUNTY will seek input from the CITY on traffic control issues regarding these facilities.
- 3.6 The CITY agrees to transfer traffic control authority to the COUNTY for ATMS/ITS corridors on COUNTY Roads in conjunction with an ATMS/ITS implementation project. The COUNTY'S operation and maintenance responsibilities are listed below.
 - 3.6.1 Conduct required traffic engineering studies to determine appropriate traffic control devices.
 - 3.6.2 Design, install, and maintain traffic signals where warranted.
 - 3.6.3 Maintain all existing traffic signals, flashing school, pedestrian or warning signals, fire preempt signals including all associated signal accoutrements.
 - 3.6.4 Install and maintain traffic signs as required to regulate, guide or warn traffic.
 - 3.6.5 Design, maintain and mark traffic lanes, bike lanes and other striping required to regulate, guide or warn traffic.
 - 3.6.6 Establish traffic signal timing for all traffic signals.
 - 3.6.7 Establish timing plan settings for all traffic signals.
 - 3.6.8 Modification to signal timing and phasing.
 - 3.6.9 Establish speed limits.
 - 3.6.10 Prohibit or restrict left, right and U-turns.
 - 3.6.11 Designate crosswalks; establish school zones and safety zones for safe pedestrian movement.

- 3.7 It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or charter provision of CITY and not specifically transferred to COUNTY herein shall be retained by CITY. It is further understood and agreed that CITY is not transferring any of its traffic enforcement functions, right or duties by the execution of this Agreement, and CITY shall fully retain such traffic enforcement functions, rights and duties together with all rights of enforcement of CITY traffic ordinances or state traffic statutes.

SECTION 4 FUNDING

- 4.1 The COUNTY will fund, administer, staff, operate and maintain the PCC to accomplish the directives set forth in this Agreement.
- 4.2 The COUNTY will be responsible for all funding, as it becomes available, for implementation, operation and maintenance of the ATMS/ITS features on the ATMS/ITS corridors.
- 4.3 Following transfer of ATMS/ITS corridors, the COUNTY will assume all capital cost for signal upgrades or new signal construction. If the signal is included as part of a separate road improvement, land development or other transportation project, funding will be from the project source of funds.
- 4.4 Following transfer of ATMS/ITS corridors to the COUNTY, the COUNTY will assume all operation and maintenance costs related to all traffic control devices and ATMS/ITS devices.
- 4.5 Following transfer of ATMS/ITS corridors designated as State Roads all existing FDOT Operations and Maintenance Agreements will be resubmitted to reflect the COUNTY as the maintaining agency. All maintenance reimbursement funds from the FDOT will be directed to the COUNTY.
- 4.6 Following transfer of ATMS/ITS corridors the COUNTY agrees to be responsible for and pay utility bills for traffic control devices and ITS devices only. Utility bills for streetlights or other features are excluded from COUNTY responsibility.
- 4.7 The CITY shall continue responsibility for maintenance of all traffic signals, vehicle detection systems and associated equipment on all roadways that have not been transferred to the COUNTY. All costs associated with these responsibilities will be the CITY'S expense.
- 4.8 There shall be no reimbursement or replacement for funds expended or budgeted for the ATMS/ITS implementation prior to execution of this agreement.

SECTION 5 SERVICES TO BE PROVIDED BY THE COUNTY

- 5.1 The COUNTY will exercise the necessary power, privilege and authority to accomplish countywide regional transportation management by operation of traffic signals and related intelligent transportation systems on the ATMS/ITS system.
- 5.2 The COUNTY will manage, operate and maintain the PCC through the County Public Works Department under the County Administrator.
- 5.3 The COUNTY will provide all engineering and operational studies, signal system timing and make all traffic control determinations for ATMS/ITS corridors once they are transferred to the COUNTY.

- 5.4 The COUNTY will be the sole local government to negotiate public/private partnership agreements as related to the ATMS/ITS system. This includes companies that may provide infrastructure systems, components, or emerging technology in return for proprietary data that can be utilized for pay or premium services. This does not include agreements made by the CITY relative to equipment and services owned by the CITY.
- 5.5 The COUNTY will establish the PCC Advisory Committee to review operational procedures, standards, project implementation priorities and resolve conflicts concerning operational guidelines and administrative issues. The makeup of this committee will initially include the Director of Public Works from Pinellas County, City of Clearwater and a representative from the FDOT. The COUNTY Public Works Director will chair the PCC Advisory Committee.
- 5.6 The COUNTY shall be the Primary Project Manager for design of all ATMS/ITS corridor projects and in prioritizing implementation of these systems. All projects will be built to specifications established by the COUNTY or FDOT.
- 5.7 Following transfer of an ATMS/ITS corridor any new traffic signals installed on transferred roadway within the city limits of St. Pete Beach shall be paid for by the COUNTY, excluding state roads. Mast arm type signals will be utilized, including the CITY'S choice of color, unless circumstance or design limitations would preclude this type of installation. Other aesthetic or decorative items will be handled through a separate Joint Project Agreement (JPA).
- 5.8 The COUNTY will provide and own the fiber-optic communication lines that constitute the countywide ATMS/ITS communication network trunk line. This excludes any CITY owned fiber-optic lines.
- 5.9 The COUNTY will involve the CITY in design, project meetings and plan reviews for all ATMS construction projects within the CITY limits.
- 5.10 The COUNTY will maintain close coordination with CITY fire and police agencies relative to operation and maintenance of traffic signals and preemption devices within the city limits.

SECTION 6 SERVICES TO BE PROVIDED BY THE CITY

- 6.1 The CITY may participate in ATMS/ITS corridor projects within or near the city limits including plans review, project meetings and construction coordination.
- 6.2 Following transfer of a ATMS/ITS corridor the CITY grants to the COUNTY permission and permit to use any CITY public rights-of-way or easement needed for maintenance of traffic signals, ATMS/ITS or communications facilities on those corridors.
- 6.3 Nothing in this agreement affects existing CITY duties or responsibilities for funding, traffic control or other CITY jurisdiction on any and all non-ATMS/ITS corridors.

SECTION 7 SPECIAL PROVISIONS

- 7.1 Upon execution of this Agreement, the existing Pinellas County Traffic Control Center, located on US 19, will operate as the PCC and be so designated.
- 7.2 The PCC staff and the CITY will coordinate efforts for all CITY special events. Each event will be studied to determine whether the impact of the event is better handled by CITY staff, PCC, or a combination of both.

- 7.3 The PCC will provide use of ATMS/ITS devices to the CITY for local ITS activities including parking information, special event management and other situations where utilizing this equipment would provide benefit to the citizens of the CITY and the COUNTY. The PCC may, if circumstances dictate a higher level of need, supercede CITY uses to utilize ATMS/ITS equipment for appropriate response. Such instances would include detection of an incident, emergency response, or other emergency level situation.

SECTION 8 MISCELLANEOUS PROVISIONS

- 8.1 Any amendment to or modifications of this Agreement or any alteration, extension, supplement or change of the time or scope of the work shall be in writing and signed by both parties.
- 8.2 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 8.3 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement, nor to increase the liability of the COUNTY to third parties under any theory.
- 8.4 If any word, clause, sentence or paragraph of the Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and therefore the separate provisions of this Agreement are severable.
- 8.5 This document embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto.
- 8.6 This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.
- 8.7 The parties will offer each other full cooperation in the transition phase as well as throughout the term of this Agreement.

SECTION 9 FISCAL FUNDING CLAUSE

In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the CITY by January 1st of the fiscal year prior to such an occurrence and the Agreement shall terminate on the last day of the then fiscal year period without penalty or expense to the COUNTY.

SECTION 10 EFFECTIVE DATE AND TERMINATION

This Agreement shall take effect upon the County identified funds taking effect, coupled with execution by the parties and filing with the Clerk of the Circuit Court for Pinellas County, Florida. This Agreement shall be effective for a period of ten (10) years from the effective date. This Agreement may be renewed subject to execution of a written renewal agreement between the COUNTY and CITY. Each renewal period may not exceed (10) years. There is no limit to the number of renewals unless so specified in a subsequent renewal agreement. This Agreement shall be terminated upon mutual consent of the parties or by either party, upon formal written notice received prior to January 1st of any calendar year with termination becoming effective October 1st of the same calendar year.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: Cali Doffner
Chairman

ATTEST:
Ken Burke

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM

[Signature]
Office of the County Attorney

CITY OF ST. PETE BEACH, FLORIDA,

By: Michael P. Bonfuto
City Manager

Countersigned:

By: [Signature]
Mayor-Commissioner

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM

[Signature]
Office of the City Attorney

Exhibit A1
ATMS/ITS System Network

Intelligent Transportation System (ITS) Corridors

2025 Long Range Transportation Plan
Pinellas County MPO

LEGEND

- Phase 1
- Phase 2
- Phase 3
- State Freeway Management System

NOTE: Refer to ITS Program Proposals for details about installations

Map reflects Alt. 19 transfer to Myrtle Ave. (2006)

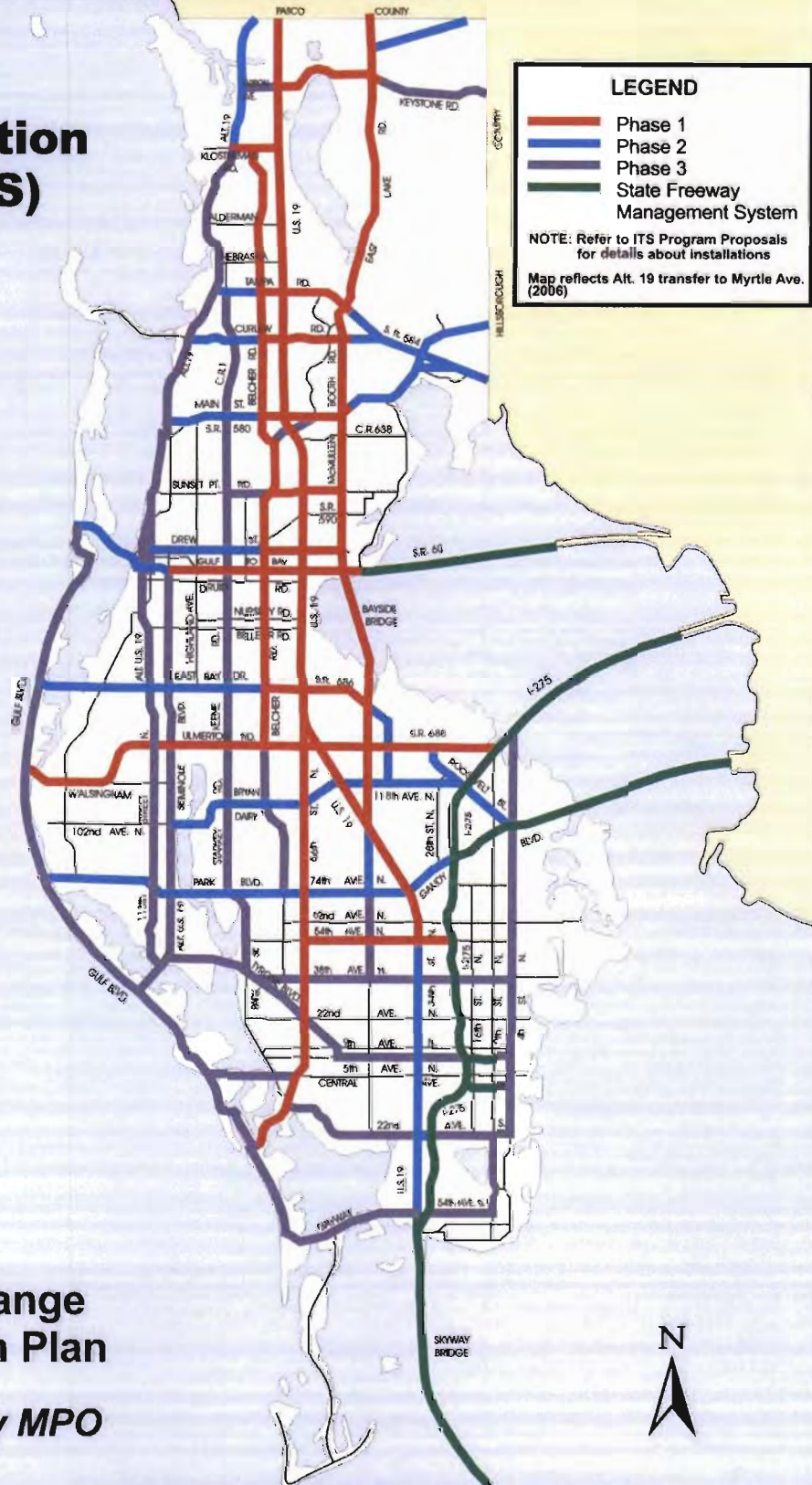
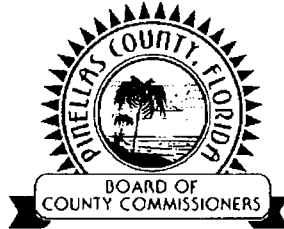


EXHIBIT A2

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW



ROADWAY TRANSFER AGREEMENT WITH THE
CITY OF ST. PETE BEACH
TO TRANSFER TRAFFIC CONTROL AUTHORITY FOR THE FOLLOWING ROADWAYS

FROM _____ TO _____

AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS

SECTION 1 INTENT OF AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 200_, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and the City of St. Pete Beach, a municipal corporation of the State of Florida, hereinafter called the "CITY".

WITNESSETH, that:

WHEREAS, on _____ the COUNTY and CITY entered into and executed the Advanced Traffic Management System/Intelligent Transportation Systems (ATMS/ITS) Interlocal Agreement, which authorizes the transfer of traffic control authority and maintenance responsibilities for roadways, within the CITY'S jurisdiction, where construction of ATMS/ITS projects is scheduled to occur; and

WHEREAS, the COUNTY has completed the design of an ATMS/ITS project within the CITY limits and therefore seeks the transfer of authority to coincide with the construction project; and

WHEREAS, the CITY concurs and supports the COUNTY'S desire to assume defined traffic control authority and maintenance responsibilities for these roadway facilities; and

WHEREAS, the CITY presently has traffic control authority to carry out the matters authorized by Section 316.006(2), Florida Statutes on ATMS/ITS corridors within the city limits; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agencies authorized functions; and

WHEREAS, the Pinellas County Charter, Section 2.04(q), provides that County government has all powers necessary to transfer the functions and powers of any other governmental agency upon approval by the governing body of that agency and the Board of County Commissioners.

NOW THEREFORE, in consideration of the covenants and agreements hereafter contained, it is mutually agreed by and between the parties hereto as follows:

SECTION 2 CITY'S COMMITMENT

The CITY agrees to transfer full traffic control authority and maintenance responsibilities and relinquish all said authority and liability to the COUNTY, originally assigned to it under Section 316.006(2), Florida Statutes.

The specific road segment transferred is:

The transferred segment includes full authority and responsibility within the aforementioned limits from right-of-way line to right-of-way line for this road as described in the ATMS/ITS Interlocal Agreement.

SECTION 3 COUNTY'S COMMITMENT

The COUNTY agrees to incorporate the aforementioned roadway into the County Roadway System, as feasible, and to assume full legal responsibility, liability and traffic control authority over the roadway, for responsibilities as defined in the Countywide Interlocal Agreement for ATMS/ITS, from and after the effective date of this Agreement. Both the CITY and the COUNTY agree that the transferred responsibilities for this

road segment will no longer be the responsibility of the CITY after the effective date of this Agreement, provided however, the COUNTY, and not the CITY, will remain legally responsible, only to the extent provided by law, for the claims, if any, of third parties for injuries, death, or property damage arising out of any incident occurring prior to the effective date of this Interlocal Agreement as may be asserted pursuant to applicable law.

The COUNTY further agrees to include funding in its Capital Improvement Program (CIP) for the ATMS/ITS implementation project for the roadway segment defined in Section 2, as well as funds for all operational, maintenance and capital costs related to the additional obligations defined the Countywide Interlocal Agreement for ATMS/ITS.

SECTION 4 EFFECTIVE DATE

This Agreement shall take effect upon formal Notice to Proceed for the applicable ATMS/ITS construction project and filing with the Clerk of the Circuit Court and shall continue in full force and effect unless and until terminated.

SECTION 5 AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior Interlocal Agreements for the affected roadway, written or oral, between the parties pertaining to traffic control authority and maintenance. There are no oral understandings, terms or conditions, and neither party has relied on any representation, expressed or implied, not contained in this Agreement.

This Agreement may be modified or amended only by an agreement in writing, signed by both parties to said Agreement. Nothing in this agreement is intended to create a third party beneficiary in persons not party to this agreement.

SECTION 6 TERMINATION OF AGREEMENT

Should it become necessary to terminate this Agreement, termination must be in writing and by mutual consent of both parties.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals the day and year first above written.

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

PINELLAS COUNTY
A political subdivision of the State of Florida,
By and through its Board of County Commissioners

By: _____
Mayor
Print Name: _____

By: _____
Chairman

ATTEST:

ATTEST:

By: _____
Clerk
Print Name: _____

By: _____
Kenneth P. Burke, Clerk

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
County Attorney

**FIRST AMENDMENT – TERM EXTENSION
TO THE INTERLOCAL AGREEMENT WITH THE CITY OF ST PETE BEACH FOR ADVANCED TRAFFIC
MANAGEMENT SYSTEM/ INTELLIGENT TRANSPORTATION SYSTEMS (ATMS/ITS) AND
ROADWAY TRANSFER AGREEMENT TO TRANSFER TRAFFIC CONTROL AUTHORITY**

THIS FIRST AMENDMENT, made and entered into on the _____ day of _____, 20____, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the City of St Pete Beach, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that:

WHEREAS, the COUNTY and the CITY entered into an interlocal agreement for Countywide ATMS/ITS and Roadway Transfer Agreement on March 3, 2009, (hereinafter “Agreement”) pursuant to which the COUNTY assumed operation and maintenance responsibilities for all traffic control devices on any roadway following the installation of ATMS/ITS equipment; and

WHEREAS, Section 10 of the Agreement provides for an unlimited number of ten (10) year extensions under the same terms and conditions; and

WHEREAS, the COUNTY and the CITY now wish to exercise this first term extension to the Agreement;

NOW THEREFORE, the parties agree that the Agreement is extended as follows:

1. The Agreement is hereby extended pursuant to Section 10 thereof, effective beginning March 3, 2019 and continuing for ten (10) years from that date unless terminated or canceled as provided therein.
2. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

CITY OF ST PETE BEACH

By: _____
City Manager

By: _____
Mayor-Commissioner

ATTEST:

By _____
City Clerk

Approved as to form:

By: _____
City Attorney

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

Issue Considered: Ordinance 2018-05: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Appendix A (Fee Schedule) of the Code of Ordinances.

Date: June 26, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission provided direction at the April 24, 2018 regular meeting to increase hourly parking rates. Ordinance 2018-05 is drafted to increase the rate from \$2.25 per hour to \$2.75 per hour.

Staff estimates each \$0.25 increment will generate approximately \$250,000 in additional General Fund revenue, contingent upon fairly stable tourism activity, seasonal factors, and price sensitivity. The estimate reflects recent experience, including a 6.8% decline in paid hours in fiscal year 2017. As discussed at the April 13 budget workshop and the April 24 regular meeting, the utilization of more precise technology has contributed to this decline. Payments via mobile apps increased 35% year-over-year.

Staff will account for the first \$500,000 of revenue separately and assign the balance for beautification purposes.

Requested Motion: “I move to approve Ordinance 2018-05 (read title) on final reading.”

Attachment: Ordinance 2018-05
Appendix A (Fee Schedule)

**Reviewed by the
City Manager:**

WS

Ordinance 2018-05

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
PROVIDING FOR AN AMENDMENT TO APPENDIX A (FEE
SCHEDULE) OF THE CODE OF ORDINANCES; PROVIDING FOR
CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION,
AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A (Fee Schedule) of the Code of Ordinances; and

WHEREAS, the City Commission desires to re-define certain fees and charges in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to amend or delete certain fees and charges included in Appendix A (Fee Schedule); and

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Appendix A (Fee Schedule); and

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

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. Appendix A (Fee Schedule) of the Code of Ordinances is hereby amended as illustrated “Exhibit A”, attached and made part of this Ordinance.

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

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

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

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, City Attorney

“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD																											
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD																											
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD																											
1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD																											

	Beach Wedding:	
	St. Pete Beach Resident	\$100.00
	Non-Resident	\$250.00
	Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people:	
	St. Pete Beach Resident	\$50.00
	Non-Resident	\$75.00
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00
	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below

	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.25 2.75 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.25 2.75 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Fats Oils and Grease annual inspection fee	100.00
	Fats Oils and Grease re-inspection fee	50.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	

	Each vehicle	50.00
	Each driver	10.00
	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	
	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00

	Fire prevention inspections:	
	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	<u>Mobile Food Establishment Permit</u>	<u>170.00</u>
	<u>Renewal of Mobile Food Permit</u>	<u>85.00</u>
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	\$500.00

	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00
	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs

	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs
	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs
	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee

	Building Permit Fees	
	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	\$50.00 plus \$16.00 per \$1,000 of project valuation
	Plan Revisions	\$15.00 per sheet
	Certificate of Occupancy	\$100.00
	Conditional Certificate of Occupancy	\$100.00 for each 30 days of portion thereof
	Certificate of Completion	\$100.00
	Permit placard replacement	\$15.00
	Penalty fee for failure to post permit card	\$50.00
	Re-inspection fee	\$50.00
	Stop Work Order	\$100.00
	Permit Extension	\$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed
	Transfer of Permit	\$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment \$2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"	\$2,668
1"	\$6,670
1½"	\$13,340
2"	\$21,344
3"	\$42,688
4"	\$66,700
6"	\$133,400
8"	\$213,440

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

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

Issue Considered: Ordinance No 2018-03 – Final Reading and Public Hearing of an Ordinance of St. Pete Beach, FL Adopting new regulations for communication towers and antennas and establishing new regulations for wireless communication facilities.

Date: June 26, 2018

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: On June 26, 2017, Governor Scott signed into effect House Bill 687. This bill creates the “Advanced Wireless Infrastructure Deployment Act,” which prevents local and county governmental entities from prohibiting, overregulating, or charging for the collocation of small wireless facilities in public right-of-way or the installation, placement, maintenance, or replacement of certain micro wireless facilities. However, local governments may enact some regulations for accepting, processing and issuing wireless permits. This ordinance is needed to comply with the new law and puts into place local regulations to permit wireless communication facilities in the City.

Requested Motion: “I move to approve Ordinance No. 2018-03 on final reading (read title).”

Attachments: Exhibit A – Ordinance 2018-03

**Reviewed by the
City Manager:** WS

Ordinance 2018-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, RELATING TO COMMUNICATION FACILITIES; CREATING CHAPTER 132 OF THE CITY OF ST. PETE BEACH CODE OF ORDINANCES ENTITLED “COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY” SECTIONS 132-1 THROUGH 132-7, INCLUDING “PURPOSE,” DEFINITIONS,” “REGISTRATION,” “PERMITS FOR ANTENNAS OR TOWERS IN CITY RIGHTS OF WAY,” “PERMITTING REQUIREMENTS FOR SMALL WIRELESS FACILITIES,” “PERMITTING REQUIREMENTS FOR NEW COMMUNICATIONS FACILITIES, WIRELESS FACILITIES AND WIRELESS SUPPORT STRUCTURES,” AND “ACCESSORY EQUIPMENT;” PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166 of the Florida Constitution, the City of St. Pete Beach is authorized and required to protect the public health, safety, and welfare of its citizens and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general and special law; and

WHEREAS, the City provides municipal services to its citizens, including the regulation and licensing of businesses and the issuance of permits; and

WHEREAS, in 2017, HB 687 created the “Advanced Wireless Infrastructure Deployment Act,” (the “Act”) which prevents local and county governmental entities from prohibiting, regulating, or charging for the collocation of small wireless facilities in public right-of-way or the installation, placement, maintenance, or replacement of certain micro wireless facilities; and

WHEREAS, the Act establishes Section 337.401 *et seq.*, Florida Statutes, which addresses, *inter alia*, the authority of municipalities to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, the Act preserves the authority of local governments to regulate the siting, location, aesthetics, and other matters with respect to Communication Facilities that are necessary to the management of the public rights-of-way; and

WHEREAS, the City Commission desires to establish uniform standards and guidelines, consistent with the Act, for the siting, design, aesthetics and permitting of communication towers, communication antennas, and wireless communication facilities in the City and to establish review procedures to ensure that applications for same are acted upon consistent with state and federal law.

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

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

SECTION 2. This Ordinance creating Chapter 132, of the Code of Ordinances of St. Pete Beach, Florida, by creating Chapter 132 relating to and entitled “Communications Facilities in the Public Rights-of-Way.”

SECTION 3. The City Commission hereby approves and adopts Chapter 132, “Communications Facilities in the Public Rights-of-Way,” of the City of St. Pete Beach Code of Ordinances, by and through the amendments attached hereto as Exhibit “A.”

SECTION 4. Conflicts. In instances where ordinances or parts of ordinances conflict herewith, this ordinance shall control.

SECTION 5. 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 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Exhibit “A”

Chapter 132 – COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Sec. 132-1. - Purpose.

The purpose of this chapter is to adopt specific regulations relating to the use of rights-of-way for the erection of Telecommunication Antennae or Towers and any accessory equipment supporting the same within the City right-of-way. The Applicant shall obtain a Permit pursuant to of this Chapter prior to commencing any construction and shall thereafter comply with all applicable terms therein.

In furtherance of these objectives, City of St. Pete Beach shall give due consideration to the comprehensive plan, land development regulations, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

Sec. 132-2. - Definitions.

For purposes of this Chapter, the following words and phrases shall have the meanings respectively set forth below:

Abandonment means the permanent cessation of all uses of a Utility facility; provided that this term shall not include cessation of all use of a Utility facility within a physical structure where the physical structure continues to be used. By way of examples, and not limitation, cessation of all use of a cable within a conduit, where the conduit, continues to be used shall not be considered abandonment.

Antenna means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Applicant shall mean any person requesting permission to place or maintain facilities in a Right-of-way, or who has previously done so.

Application shall mean a request submitted by an application to the City for a permit.

Authority shall mean the City of St. Pete Beach, Florida.

Authority Utility Pole shall mean a utility pole owned by the Authority in the City Rights-of-Way. The term does not include a Utility Pole owned by a municipal electric utility, a Utility Pole used to support municipally owned or operated electric distribution facilities, or a Utility Pole located in the City Rights-of-Way within:

(a) a retirement community that:

1. is deed restricted as housing for older persons as defined in section 760.29(4)(b), Florida Statutes;

2. has more than 5,000 residents; and

3. has underground utilities for electric transmission or distribution.

Collocate or Collocation means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. This term does not include the installation of a new utility pole or wireless support structure in the public right-of-way.

Communication Services shall have the meaning found in Florida Statutes, Section 202.11, as may be amended.

Emergency means a condition that poses a threat to life, health, or property, or may create an out-of-service condition.

Emergency Action means any action in the public right-of-way, including repair, replacement, or maintenance of any existing equipment of facility, which is necessary to alleviate an emergency.

Equipment or Facility means any a line, conduit or duct, utility pole, transmission or distribution equipment (e.g., an amplifier, power equipment, optical or electronic equipment, a transmission station, switching or routing equipment), cabinet or pedestal, handhole, manhole, vault, drain, location marker, appurtenance, or other equipment or facility associated with communications services located in the City Rights-of-Way.

FCC means the Federal Communications Commission.

Permit means the Right-of-Way utilization permit which must be obtained before a Person may place or maintain any facility in a City Right-of-way.

Permittee means any Person to whom a Permit to Place or Maintain a facility in a City Right-of-way has been granted by the City.

Person means any natural person or any association, company, firm, partnership, joint venture, corporation, governmental entity, or other legal entity.

Place or Maintain, Placement and Maintenance, or Placing or Maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A Person that owns or exercises physical control over Facilities located in the public Right-of-way, such as physical control to maintain and repair, is "Placing or Maintaining" the Facilities. A Person providing service only through resale or the use of a third party's unbundled network elements is not "Placing or Maintaining" the Facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public Right-of-way does not constitute "Placing or Maintaining" Facilities within the public Rights-of-way.

Right-of-way means the surface and space above and below any real property in which the City has an interest in law or equity, open to travel by the public, including streets, easements and sidewalks, but excluding parks. Right-of-way means the public Right-of-way, not private Right-of-way.

Telecommunications means the transmission, between or among points specified by the user, or information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunication Antenna or Antenna, a mounted device used for the transmission of telecommunication services of Communications services, including but not limited to traditional small cell technology.

Telecommunication Tower or Tower means a self-supporting lattice, guyed or Monopole structure constructed from grade which supports telecommunications or Communication Service Facilities. The term Tower shall not include amateur radio operator's equipment, as licensed by the Federal Communications Commission.

Small Wireless Facility means a wireless facility that meets the following qualifications:

- a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Utilities means, any water, sewer, gas, drainage, monitor well, sprinkler or culvert pipe and any electric power, telecommunication, signal, communication, or cable television conduit, fiber, wire, cable, or operator thereof, including Utilities operated by the City.

Utility Pole shall mean a pole or similar structure that is used in whole or in part to provide Communications Services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure fifteen (15) feet in height or less unless an Authority grants a waiver for such pole.

Wireless Facility means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and

comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- b. Wireline backhaul facilities; or
- c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless Infrastructure Provider shall mean a person who has been certified to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, Wireless Facilities, or Wireless Support Structures but is not a Wireless Services Provider.

Wireless Services shall mean any Communications Services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

Wireless Services Provider shall mean a person who provides Wireless Services.

Wireless Support Structure shall mean a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting Wireless Facilities. The term does not include a Utility Pole.

Sec. 132-3. – Registration.

(1) Registration Required. Any Communications Services Provider, Wireless Provider, or Wireless Infrastructure Provider that places or seeks to place Facilities in the City Rights-of-Way shall register with the City.

(2) Registration Information. Any Communications Services Provider, Wireless Provider, or Wireless Infrastructure Provider shall provide the following information to the City in a format acceptable to the City:

(a) name of the registrant;

(b) name, address, telephone number, and electronic mail address of a contact person for the registrant;

(c) the number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State; and

(d) proof of insurance or self-insuring status adequate to defend and cover claims.

Sec. 132-4. – Permit for Antenna or Tower in City Rights-of-Way.

The City will review the application presented by the Applicant and determine whether the proposed Antenna or Tower will adversely interfere with public safety and usage, including but not limited to: future road improvements, traffic safety setback areas, residential safety setback areas, regional transportation plans, specific projects named in the comprehensive land use plan, drainage projects, utility projects, sidewalks, bike paths/lanes, future signalization, airport operation and/or planned and current pedestrian/bike trails. The City will also determine if the proposed communications tower or antenna complies with this Article. If a public project included in a capital improvement plan approved by a governmental entity or otherwise anticipated by the City would be negatively impacted, or if the characteristics of the proposed tower does not comply with this Article, the City shall deny the application stating the reasons in writing. In addition to the provisions of Chapter 131 of the City's Code of Ordinances titled "Wireless Communication Towers and Antennas," with this section controlling in case of conflict, the application must include the following or it will be denied as incomplete:

(1) Applicant's legal name, company mailing address, email address and phone number, contact Person's name and telephone number, the number of the Applicant's current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission (FCC) and/or the Department of State;

(2) Exact location of the proposed installation(s);

(3) Type/model of Antenna(e) or Tower(s) to be erected;

(4) Method of installation (include direction of guy wires if utilized);

(5) Proposed start time and completion time for installation;

(6) Means of repairing Right-of-way damage during installation;

(7) Subject to the requirements of paragraph 13, scaled sketches and plans that depict the exact nature of installation including, but not limited to:

(a) Right-of-way width and road pavement width;

(b) Location of all other Utilities in Right-of-way, including signals;

(c) Any sidewalks in or near Right-of-way;

(d) Cross sections to reflect location of Tower or Antenna;

(e) Include an aerial map showing the location of the Tower and any lines; and

- (f) Show area of work in relation to nearest road intersection, bridge or other physical feature.
- (8) Applications shall include a non-expiring \$25,000 bond for each new Tower. In lieu of individual bonds for each Tower, the City may approve a higher cost, one-time, non-expiring bond per application in an amount commensurate with the work proposed in the application.
- (9) Proof of insurance adequate to defend and cover claims, based upon the installation for which the Permit is sought, and with the City listed as an additional insured;
- (10) Distance from top of Tower(s) to collapsible point(s), if any, and fall radius depicted on aerial photograph or survey;
- (11) Feasibility statement discussing use of camouflage techniques, if possible, and possibility of Placing equipment within or against Tower(s);
- (12) Demarcation of adjacent zoning designations and description of how the proposed Tower(s) conforms to adjacent zoning restrictions;
- (13) Items 1-7 and 10 listed above must be signed and sealed by a professional structural engineer certified in the State of Florida (unless permittee is using exempt employees pursuant to F.S. §471.003(2)(b)2(d), as may be amended) and, where the Antenna(e) is not being co-located on a currently permitted pole, or on the replacement of a currently permitted pole, must include accurate depiction of topographic improvements and the relationship to the actual Right-of-way line.

Sec. 132-5. – Permitting Requirements for Small Wireless Facilities.

For a Small Wireless Facility, as defined in this Chapter, a permit is required for (i) each Antenna associated with the facility located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of Antennas that have exposed elements, each Antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet in volume; or (ii) all other wireless equipment associated with the facility, cumulatively no more than twenty-eight (28) cubic feet in volume.

(1) Alternate Location Review. Upon receipt of a permit application to install a Small Wireless Facility, the City shall have 14 days to review the application to determine whether the proposed Small Wireless Facility shall be placed on an alternative structure or may place a new Utility Pole. In making such a determination, the City shall consider the following objective design standards and reasonable spacing requirements for ground-based equipment:

(a) All Small Wireless Facilities shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.

(b) New and replacement Wireless Support Structures and Utility Poles that support Small Wireless Facilities shall match the style, design, and color of the existing Utility

Poles in the surrounding area. Further, all Wireless Support Structures and Utility Poles shall meet current safety standards in Applicable Codes.

(c) Ground-based equipment boxes for Small Wireless Facilities must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the City Rights-of-Way must be approved by the City, which may require a Landscape Maintenance Agreement to be executed prior to approval.

(d) With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the pole.

(e) No exposed wiring or conduit is permitted.

(f) The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.

(g) All pull boxes must be vehicle load bearing, comply with FDOT Standard specification 635 and be listed on the FDOT Approved Products List. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.

(2) Alternate Location Negotiation. The City may negotiate any alternate location with the Applicant. If an agreement is not reached within thirty (30) days after the date the City requests an alternate location, the Applicant must notify the City of such non-agreement and the City must grant or deny the original application within ninety (90) days after the date the application was filed. A request for an alternate location, and acceptance of an alternate location, or a rejection of an alternate location must be in writing and provided by electronic mail. Additionally, the design standards may be waived by the City upon a showing by the Applicant that the design standards are not reasonably compatible for the particular location of a Small Wireless Facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within forty-five (45) days after the date of the request.

(3) Height Limitations for Small Wireless Facilities. The height of Small Wireless Facilities shall not exceed ten (10) feet above the Authority Utility Pole, Utility Pole, or Wireless Support Structure on which the Small Wireless Facility is to be Collocated.

(4) Height of Utility Poles. The height of a new Utility Pole is limited to the tallest existing Utility Pole as of July 1, 2017, located in the same right-of-way, other than a Utility Pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Small Wireless Facility. If there is no Utility Pole within 500 feet, the height of the new Utility Pole shall be limited to fifty (50) feet.

(5) Time for Completing Completeness Review of Applications. For applications in which the City does not request use of an alternate location, the City must make a determination as to whether an application is complete within fourteen (14) days. If an application is deemed incomplete, the City must specifically identify the missing information. An application is deemed complete if the City fails to provide notification to the Applicant within fourteen (14) days.

(6) Applications Processed on a Nondiscriminatory Basis. The City shall process applications on a nondiscriminatory basis. Thus, applications shall be processed on a first-come, first-served basis.

(7) Time for Completing Approval or Denial. The City shall grant or deny an application within sixty days after receipt of the application. If the City fails to take action on a complete application within 60 days, the application shall be deemed approved. If the City elects not to negotiate an alternate location, the Applicant and City may mutually agree to extend the review period. The City shall grant or deny the application at the end of the extended period. The City must approve a complete application unless it violates the City's Land Development Code or Code of Ordinances.

(8) Effective Life of Approved Permit Application. A permit issued pursuant to an approved application shall remain effective for one year unless extended by the City for an additional year. The City may only grant a single extension.

(9) Notification of Approval or Denial. The City shall notify an Applicant of any approval or denial by electronic mail on the same day a decision is made. If the City denies an application, the denial must state in writing the basis for the denial, including the specific code provisions on which the denial was based. In the event of a denial, the Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days after notice of the denial. The City shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

(10) Consolidated Applications. An Applicant who seeks to Collocate Small Wireless Facilities may, at the Applicant's discretion, file a consolidated application and receive a single permit for the Collocation of up to thirty (30) Small Wireless Facilities. If the application includes multiple Small Wireless Facilities, the City may separately address Small Wireless Facility Collocations for which incomplete information has been received or which are denied. Small wireless facilities or micro wireless facilities shall not be collocated on an authority utility pole or erect wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.

(11) Permitting Criteria. The City may deny a proposed Collocation of a Small Wireless Facility in the City Rights-of-Way if the proposed Collocation:

(a) materially interferes with the safe operation of traffic control equipment;

(b) materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;

(c) materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;

(d) materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; and

(e) materially fails to comply with any Applicable Codes.

(12) Collocation on Authority Utility Poles. Collocation of Small Wireless Facilities on Authority Utility Poles shall meet the following requirements:

(a) The Authority may not enter into an exclusive arrangement with any person for the right to attach equipment to Authority Utility Poles.

(b) The rates and fees for Collocations on Authority Utility Poles must be nondiscriminatory, regardless of services provided by the Collocating person.

(c) The rate to Collocate a Small Wireless Facility on an Authority Utility Pole shall be per pole annually as listed in Schedule "A" of the City's Code of Ordinances.

(d) Agreements between the Authority and Wireless Providers that are in effect on July 1, 2017, and that relate to the Collocation of Small Wireless Facilities in the City Rights-of-Way, including the Collocation of Small Wireless Facilities on Authority Utility Poles, remain in effect, subject to application of termination provisions. The Wireless Provider may accept the rates, fees, and terms established under this subsection for Small Wireless Facilities and Utility Poles that are the subject of an application submitted after the rates, fees, and terms become effective.

(e) A person owning or controlling an Authority Utility Pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to Collocate its first Small Wireless Facility on a Utility Pole owned or controlled by the Authority, the person owning or controlling the Authority Utility Pole shall make available the rates, fees, and terms for the Collocation of Small Wireless Facilities on the Authority Utility Pole which comply with this subsection.

1. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.

2. For an Authority Utility Pole that supports an aerial facility used to provide Communications Services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing

regulations. The good faith estimates of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested Collocation must include pole replacement if necessary.

3. For an Authority Utility Pole that does not support an aerial facility used to provide Communications Services or electric service, the Authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Collocation, including necessary pole replacement, within 60 days after written acceptance of the good faith estimate by the Applicant. Alternatively, the Authority may require the Applicant seeking to Collocate a Small Wireless Facility to provide a make-ready estimate at the Applicant's expense for the work necessary to support the Small Wireless Facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The Authority may not condition or restrict the manner in which the Applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the City Rights-of-Way. The replaced or altered Utility Pole shall remain the property of the Authority.

4. An Authority may not require more make-ready work than is required to meet applicable code or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to Communications Services Providers other than Wireless Services Providers for similar work and may not include any consultant fee or expense.

Sec. 132-6. – Permitting Requirements for New Communications Facilities, Wireless Facilities, and Wireless Support Structures.

(1) Permits Required. In addition to a right-of-way utilization permit, New Communications Facilities, Wireless Facilities, and Wireless Support Structures in City Rights-of-Way shall meet the following permitting requirements, as determined by the City using best professional judgment, which may include consultation with the City Engineer or other appropriate City staff:

(a) All New Communications Facilities, Wireless Facilities, and Wireless Support Structures shall be located to avoid any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians, bicyclists, or motorists.

(b) New Communications Facilities, Wireless Facilities, and Wireless Support Structures shall avoid being placed in a City Rights-of-Way of a residential zone district, as defined in the land development codes of the City, to the greatest extent possible. An Applicant shall demonstrate through an engineering analysis why it is unable to locate new

Communications Facilities, Wireless Facilities, and Wireless Support Structures outside a residential zone district.

(c) New Communication Facilities, Wireless Facilities, and Wireless Support Structures shall be located on non-local roadways to the greatest extent possible. An Applicant shall demonstrate through an engineering analysis why it is unable to locate the proposed Communication Facilities, Wireless Facilities, and Wireless Support Structures in such areas instead of on local roadways and alleyways.

(d) New Communication Facilities, Wireless Facilities, and Wireless Support Structures shall maintain a clear zone from the back-of-curb to the inward edge of a Communication Facility, Wireless Facility, or Wireless Support Structure. Unless otherwise determined by the City, a minimum six (6) foot wide pedestrian clear zone between the back-of-curb and the outward edge of a Communications Facility, Wireless Facility, or Wireless Support Structure.

(e) New Communication Facilities, Wireless Facilities, and Wireless Support Structures shall be located at least ten (10) feet from a driveway and at least thirty (30) feet from the center of existing trees with matured diameter of eight (8) inches or greater. ~~Why 30 ft from trees? The tree may be part of the masking feature. Perhaps 10 ft from the canopy of the tree at maturity?~~

(f) The size and height of new Communication Facilities, Wireless Facilities, and Wireless Support Structures in the City Rights-of-Way shall be no greater than the maximum size and height of any other Utility Pole, Communications Facility, Wireless Facility or Wireless Support Structure located in the City Rights-of-Way within 250 feet of the proposed structure.

(g) New Communication Facilities, Wireless Facilities, and Wireless Support Structures shall be placed along Common Side-Lot Lines and not in front of residences, buildings, or places of business.

(h) Any new proposal to construct a new Communication Facility, Wireless Facility, or Wireless Support Structure must be Collocated. The City may waive this requirement only if the applicant can demonstrate to the City why the services cannot be Collocated on an existing Communication Facility, Wireless Facility, Wireless Support Structure, or Utility Pole in the City Rights-of-Way.

(2) Design Requirements. New Communications Facilities, Wireless Facilities, and Wireless Support Structures shall meet the following design requirements:

(a) All Communication Facilities shall use camouflage techniques which incorporate architectural treatment to conceal or screen their presence from public view through design to unobtrusively blend in aesthetically with the surrounding environment.

(b) New and replacement poles that support Communication Facilities shall match the style, design, and color of the existing poles in the surrounding area. Further, all poles shall meet current safety standards such as using breakaway connections and the like.

(c) Ground-based equipment boxes must be located in areas with existing foliage or another aesthetic feature to obscure the view of the equipment box. Additional plantings may be required to meet this condition. Any new landscaping in the City Rights-of-Way must be approved by the City, which may require a Landscape Maintenance Agreement to be executed prior to approval.

(d) With the exception of electric meters and disconnect switches, equipment such as back-haul components shall not be mounted on the exterior of the pole.

(e) No exposed wiring or conduit is permitted.

(f) The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit.

(g) All pull boxes must be vehicle load bearing, comply with FDOT Standard specification 635 and be listed on the FDOT Approved Products List. A concrete apron must be installed around all pull boxes not located in the sidewalk. No new pull boxes may be located in pedestrian ramps.

(3) Written Application Requirements. No permit shall be issued unless an Applicant submits a written application to the City in accordance with this Chapter. An application for a permit shall be filed in the form and manner specified by the City (e.g., the City may require that any or all parts of such requests be filed in an electronic form of the City's choosing and contain such information as may be required by the City, including, at a minimum, the information contained in this section. The City may require the Applicant to provide such additional information as the City deems necessary to complete its review of a requested permit. At a minimum, the Applicant shall submit the following information in its permit application:

(a) The name and address of the Applicant who is requesting the permit and written evidence that such Applicant has legal authority to place, maintain, or remove the Equipment or Facilities covered by the requested permit in the City Rights-of-Way and will own and control all such Equipment and Facilities after completion of construction;

(b) A description of the functions, dimensions, and proposed locations of all Equipment and Facilities covered by the requested permit;

(c) The specific location, depth, dimensions, and length of each proposed new or replacement duct, conduit, or other underground facility and the specific location, depth, dimensions, and height of any utility pole covered by the requested permit;

(d) A description of the manner in which the work covered by the requested permit is to be undertaken (i.e., proposed construction methods and techniques) and a proposed date for commencement of work and an estimate of the time required to complete all such work;

(e) A City-approved traffic control plan for vehicular and pedestrian traffic in the area to be affected by the proposed work;

(f) Proof of insurance;

(g) Identification and description of any utility or other distribution or transmission system to which any Equipment or Facility covered by the requested permit is to be connected or attached;

(h) Drawings (in such detail and form as may be specified by the City) which show: (i) City Rights-of-Way in the area of the proposed construction; (ii) locations of all existing Equipment and Facilities in the area of proposed construction; (iii) all Equipment and Facilities to be installed or removed; and (iv) the routes of all transmission and distribution lines to be installed or removed; and (v) the sites of all other Equipment and Facilities to be installed or removed in the City Rights-of-Way; and

(i) Construction and/or engineering drawings signed and sealed by a structural engineer (in sufficient detail and form as may be specified by the City to demonstrate structural stability of the Communications Facilities) which show the locations of all new Equipment and Facilities in the City which the applicant plans to place in the City Rights-of-Way in the next 12 months or such other time period as may be specified by the City.

(j) Photographic or video documentation of the condition of the City Rights-of-Way in the area to be affected by the proposed work preconstruction.

(4) Fees. To the extent allowed by state law, the City is authorized to set reasonable fees and charges for the implementation of this Chapter. Such fees shall be set by resolution and incorporated in Schedule “A” of the City’s Code of Ordinances. Fees charged will completely finance the expenditures of administering this Chapter. No permit shall be granted until such time as all applicable fees are paid to the City.

Sec. 132-7. – Accessory Equipment.

Accessory Equipment: All equipment attached to or connected with a Co-located Antenna or Tower must comply with the following standards:

(1) Equipment boxes located at grade must be located in areas with existing foliage or another aesthetic feature to obscure it from the view, to the greatest extent possible, use camouflaging techniques to blend in with the surrounding area. The application must include a depiction of such camouflaging for approval by the City.

(2) Equipment boxes at the base of the Tower must not exceed 25 cubic feet of volume;

(3) Equipment mounted to the exterior of a pole shall be a minimum of 12 feet above finished grade, excluding the electric meter and disconnect switch. Each pole mounted equipment component shall be no more than 15 cubic feet in area. The external finish of the equipment cases shall generally match the color of the pole. All mounting and banding fixtures shall also match the color of the pole;

(4) No exposed wiring or conduit is permitted. Above the electric meter and disconnect switch, all conduit and wiring shall be located inside the pole;

(5) Electric meters and disconnect switches shall not be located on the side of the pole that faces the sidewalk, or if there is not currently a sidewalk, the area identified by City staff for the preferred Placement of any future sidewalk. Conduit leading to the electric meter box and disconnect switch shall generally match the color of the utility pole;

(6) The grounding rod may not extend above the top of sidewalk and must be Placed in a pull box; and the ground wire between the pole and ground rod must be inside an underground conduit;

(7) Where feasible, all pull boxes shall be located outside of the sidewalk or pedestrian ramp. A concrete apron must be installed around all pull boxes not located in the sidewalk;

(8) All pull boxes must be vehicle load bearing, comply with FDOT Standard Specifications and be listed on the FDOT Approved Products List;

(9) Every 5 years from City Permit issuance date, inspection reports must be submitted to the City by the Applicant. These inspection reports must certify that the tower has not had any structural degradation and/or that any structural degradation has been rectified. Failure to submit an inspection report within 60 days after the due date will result in the revocation of the Permit for non-compliance. The actual inspection must be physically performed within 6 months prior to the due date.

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

Issue Considered: Ordinance No 2018-07 –Final Reading and Public Hearing. Customary Use Ordinance an ordinance of St. Pete Beach designed to assert long-standing recognition of customary use of beaches by the public.

Date: June 26, 2018

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: The 2018 Legislature adopted as a last-minute “walk-on” CS/HB 631 that is confusing and perceived by some to preempt local governments from adopting or maintaining ordinances that regulate “dry” sandy areas of beaches, particularly those areas owned by upland owners, subject to the “customary use” by the public for recreation and other customary uses. Local governments have home rule authority to regulate all lands within its jurisdiction for the public health, safety and welfare, and the statute “does not deprive a governmental entity from raising customary use as an affirmative defense in any proceeding challenging an ordinance adopted before July 1, 2018”. As of this date, there are no pending proceedings, but there have been situations in the city in reaction to the new statute, and it is impossible to predict what proceedings may happen in the future. The statute makes establishment of “customary use” by the public a vaguely defined judicial process, many questions remain about the cost and what happens after the court rules. This draft ordinance is somewhat patterned after one pending in Naples and Fernandina Beach. There is reason to believe that this statute may be unconstitutional and could be amended in the future. This ordinance preserves the city’s right to raise customary use as a defense in a legal proceeding.

Requested Motion: I move to approve Ordinance No. 2018-07 on final reading (read title).

Attachments: Exhibit A – Ordinance 2018-07

**Reviewed by the
City Manager**

WS

Ordinance 2018-07

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA RELATING TO CUSTOMARY USE OF BEACHES AND PUBLIC ACCESS; AMENDING CHAPTER 94, WATERWAYS, ARTICLE III, BEACHES, DIVISION 1, GENERALLY, OF THE CODE OF ORDINANCES, BY CREATING SECTION 94-74, CUSTOMARY USE OF BEACHES-INTENT; CREATING SECTION 94-75, PRESERVATION OF PUBLIC ACCESS; CREATING SECTION 94-76, PROHIBITION OF OBSTRUCTIONS TO PERSONAL ACCESS TO THE BEACHES; CREATING SECTION 94-77, CONSTRUCTION OF EROSION CONTROL STURCTURES; CREATING SECTION 94-78, PROHIBITION OF INTERFERENCE AND POSTING; CREATING SECTION 94-79, ENFORCEMENT AND VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances, City of St. Pete Beach, Florida, is hereby amended by creating new sections to Chapter 94, Article III, Division 1, to be numbered 94-74 through 94-79 and shall read as follows:

Chapter 94 – WATERWAYS

ARTICLE III – BEACHES

DIVISION 1 – GENERALLY

Sec. 94-74. – Customary Use of Beaches-Intent.

The intent of this section and of section 94-75 through 94-79 is to determine and confirm as a legislative fact that since time immemorial, the public has enjoyed access to the beaches of St. Pete Beach fronting the Gulf of Mexico and its related waters, and has made recreational use of the beaches; that such use has been ancient, reasonable, without interruption, and free from dispute; and that because of this customary access and use, the public has the right of access to the beach and a right to use the beach for recreation and other customary related purposes. The intent is to mandate that the city define, protect, and enforce the public's customary rights of beach access and use. It is not the intent of the city to affect the title of the owner of land

adjacent to the beach, nor to impair the right of any such owner to contest the existence of the customary right of the public to access and use any particular area of privately-owned beach, nor to reduce or limit any rights of public access or use that may exist or arise other than as customary rights. It is therefore declared and affirmed to be the public policy of the city, that the public, individually and collectively, subject to the provisions of this Code, shall have the right to personal ingress and egress to and from the beach and the right to make recreational and other customary uses of the beach. The Office of the City Attorney shall be authorized to take all steps legally necessary to protect and defend the public right of access and use declared by this Code. Further, it is the intention that customary use shall be an affirmative defense in any proceeding challenging this ordinance.

Sec. 94-75. – Preservation of Public Access.

The city will not vacate any approach to the beach or allow the same to be used for private purposes not otherwise preserved to a property owner as a matter of law.

Sec. 94-76. – Prohibition of Obstructions to Personal Access to the Beaches.

Except as provided for otherwise in this Code or general law, it shall be prohibited for any person to create, erect, or construct any structure, barrier, or restraint, either vegetative or man-made, that will interfere with or obstruct the right of the public, individually and collectively, to enter or leave the beach by way of any approach or to use lawfully any part of the beach for recreation and other customary purposes.

Sec. 94-77. – Construction of Erosion Control Structures.

The provisions of Section 94-76 above shall not prohibit the construction of an erosion control structure or of a re-nourished beach area permitted under applicable federal, state, county or city laws and regulations.

Sec. 94-78. – Prohibition of Interference and Posting.

It shall be unlawful and prohibited for any person to confront, threaten, harass, intimidate, or interfere with any person who is lawfully exercising the right of the public for the customary use of the beach. It shall be prohibited for any person to display or cause to be displayed on any beach or approach, any sign, marker, or warning stating that the public beach is private property or that the public does not have the right of access contrary to the lawful access rights of the public.

Sec. 94-79. – Enforcement and Violations.

Violations of the provisions of Sections 94-76 and 94-78 shall be subject to the enforcement and penalties provided for in Section 1-14 of this Code.

SECTION 2. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 3. 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 4. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: **06/12/2018**
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2018-06: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for an amendment to Section 82-171 (Fines for Violations) of the Code of Ordinances.

Date: June 26, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission provided direction at the May 22, 2018 regular meeting to increase parking ticket fees. Ordinance 2018-06 is tentatively drafted to amend parking fines and parking permit violations as follows:

Description	Base Fee	After 15 Days
(1) Overtime parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(2) Improper parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(3) Double parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>
(4) No parking zone	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(5) Motor running, unattended	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(6) Keys in ignition	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(7) Other	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(8) Parking in space reserved for disabled persons	\$255	\$270
(9) Parking in front of fire hydrant	\$100	\$115
(10) Parking on streets or lots restricted to specific permit parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>

Requested Motion: "I move to approve Ordinance 2018-06 (read title) on first reading."

Attachment: Ordinance 2018-06

**Reviewed by the
City Manager:**

WS

Ordinance 2018-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT TO SECTION 82-171 (FINES FOR VIOLATIONS) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Section 82-171 (Fines for Violations) of the Code of Ordinances; and

WHEREAS, the City Commission desires to re-define certain fees and charges in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission desires to amend or delete certain fees and charges included in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Section 82-171 (Fines for Violations); and

WHEREAS, the City Commission finds these amendments, deletions, and additions to be in the best interest of the citizens of the City of St. Pete Beach.

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. Section 82-171 (Fines for Violations) of the Code of Ordinances is hereby amended as follows:

82-171: Fines for Violations:

The following fines shall be charged for certain parking violations:		
Description	Base Fee	After 15 Days
(1) Overtime parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(2) Improper parking	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(3) Double parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>
(4) No parking zone	\$30 <u>\$50</u>	\$45 <u>\$65</u>

(5) Motor running, unattended	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(6) Keys in ignition	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(7) Other	\$30 <u>\$50</u>	\$45 <u>\$65</u>
(8) Parking in space reserved for disabled persons	\$255	\$270
(9) Parking in front of fire hydrant	\$100	\$115
(10) Parking on streets or lots restricted to specific permit parking	\$40 <u>\$60</u>	\$55 <u>\$75</u>

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

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

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

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney