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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 14, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Moment of Silence
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 authorization for the City to apply for 2 upcoming Florida Department of Environmental Protection (FRDAP) grants**
 - b. **Request approval to authorize expenditures in the excess of \$10,000 with Pinellas County for professional building services.**

- c. Request authorization to utilize Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.**
- d. Request approval of Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation.**
- e. Request approval of Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Point Repairs.**
- f. Request approval of Addendum #1 to the purchase agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining.**
- g. Request approval of the quote from Toter in the amount of \$12,488.55 for the purchase of Beach Trash and Recycling Carts.**

5. Action Items

- a. Request to approve the Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition and authorize the City Manager to execute the associated documents for the City to join the coalition.**
- b. Request approval for the City Manager to negotiate an agreement for the operation of the Pass a Grille and Upham Beach concession facilities with (insert name) and bring back a proposed agreement to the Commission for final consideration.**
- c. Request approval for the City Manager to enter into an agreement for cabana services at Pass-a-Grille and Upham Beach with Sand Dunes Beach Services, LLC.**
- d. Request approval of the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$27,570.00 for the development of the GIS Integration System for Community Development.**
- e. Request approval of the bid from Gibbs & Register, Inc. in the amount of \$8,999,756.35 for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd.**

6. Ordinances

- a. Ordinance 2018-09: Final Reading and Public Hearing.
An Ordinance of the City of St. Pete Beach, Florida
providing for supplemental appropriations to the
Capital Improvement Projects Fund, Wastewater
Fund, Stormwater Fund, Reclaimed Water Fund, and
General Fund**
- b. Ordinance 2018-10, First Reading and Public Hearing.
An ordinance of the City of St Pete Beach, Florida
providing for addition to Appendix A (Fee Schedule)
Code of Ordinances.**

7. Resolutions

- a. Resolution 2018-11 - A Resolution of the City of St. Pete
Beach, FL declaring as surplus certain City owned
vehicles, assets and equipment, authorization for the
City Manager to dispose of same in the manner
required by law.**

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

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

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

11. Adjournment

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

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

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

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

Issue Considered: Request authorization for the City to apply for 2 upcoming Florida Department of Environmental Protection (FRDAP) grants.

Date: August 14, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Florida Department of Environmental Protection (FRDAP) has opened up an application period for 2 grants available for development of public outdoor recreation use. One grant is specifically for playgrounds for children under 12 and accessible to all. That application cycle is August 1- 15, 2018. We wish to apply for funding for McKenney Park and Egan Park playgrounds. The second grant can be for any large public outdoor recreation use project. We wish to apply for funding for Hurley Park renovation, restoration and development project.

Requested Motion: “I move to approve for the City to apply for 2 upcoming Florida Department of Environmental Protection (FRDAP) grants”

Attachments: N/A

**Reviewed by
City Manager:** WS



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Facts About FRDAP

[Home](#) » [Divisions](#) » [Office of Operations](#) » [Land and Recreation Grants Program](#) » Facts About FRDAP

What is FRDAP?

FRDAP is a competitive program that provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

How is FRDAP Administered?

Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code.

Who May Apply for FRDAP Funds?

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

How Do I Apply?

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount is \$200,000.

What are the Match Requirements?

The local match requirement depends on the total project cost:

Total Project Cost, FRDAP Grant, Local Match

\$50,000 or less, 100%, 0%

\$50,001 - \$150,000, 75%, 25%

Over \$150,000, 50%, 50%

What Can I Use to Match a FRDAP Grant?

* Cash * Value of undeveloped land owned by applicant (subject to conditions) * In-kind services

How are FRDAP Grants Awarded?

Each application is reviewed to determine eligibility. Staff evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

Where Do I Get More Information?

Department of Environmental Protection

Land and Recreation Grants

3900 Commonwealth Boulevard, Mail Station 585

Tallahassee, Florida 32399-3000

Phone: 850-245-2501

Fax: 850-245-3038

Last Modified: April 11, 2018 - 1:28pm

Florida Department of Environmental Protection
Applications Instructions Guide for
Florida Recreation Development Assistance Program Grant for Children

WHAT IS FRDAP AND HOW IS IT ADMINISTERED?

The Florida Recreation Development Assistance Program (FRDAP) is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails. The Florida Department of Environmental Protection (DEP), Land and Recreation Grants Section administers FRDAP. The FRDAP Administrative Rule can be downloaded at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

FISCAL YEAR 2018-19 FUNDING

Pursuant to Section 375.075(5)(a), Florida Statutes (F.S.)(2018), the Florida Legislature awarded \$4 million in funding for FRDAP projects effective July 1, 2018, “exclusively for projects that provide recreational enhancements and opportunities for children.” DEP “shall establish a schedule for the grant application process for projects that provide publicly available recreational enhancements and opportunities for children and shall award the grants for such projects by December 31, 2018. This subsection expires July 1, 2019.”

PROJECT REQUIREMENTS THAT PROVIDED RECREATIONAL ENHANCEMENTS AND OPPORTUNITIES FOR CHILDREN

All applications received for Fiscal Year 2018-19 funding must demonstrate projects that enhance recreational opportunities for children, include playground equipment and lighting that is adequate for evening use, specify a minimum lot size for the project, and provide matching funds on a dollar-for-dollar basis by the applicant or will be deemed ineligible.

Pursuant to Section 375.075(5)(b), F.S., “the selection criteria used by the department for grant applications submitted pursuant to this subsection must give priority to projects geared toward children under the age of 12, but which also provide educational opportunities and have established safety standards. The department *shall give the highest priority* to project applications that further demonstrate they will serve the needs of children with unique abilities and will be accessible and usable to those with physical and developmental disabilities. The playground equipment should be designed to serve children under the age of 12 with unique abilities, including those with physical and developmental disabilities.” Project costs that will be the basis for this for this legislatively mandated prioritization must be for adaptations or modifications to the development of a “primary facility” as defined in Rule 62D-5.054, F.A.C. Since projects are required by the Legislature to be prioritized based on amount of funding as outlined above, **any proposed modification to the Physical Characteristics after the Application has been submitted must be approved by the Department for funding eligibility.**

The application must provide specific, detailed documentation on how the Project Site will fulfill this legislative directive in the Physical Characteristics of the Project section of the application.

For additional information on accessibility and project design, you may choose to review the following resources available online:

- Centre for Excellence in Universal Design -- The 7 Principles
(<http://universaldesign.ie/What-is-Universal-Design/The-7-Principles/>)
- National Center on Accessibility
(<http://www.ncaonline.org/>)
- Center for Universal Design -- Universal Design Principles
(https://www.ncsu.edu/www/ncsu/design/sod5/cud/about_ud/udprinciples.htm)
- Florida Building Code 5th Edition (2014) Accessibility
(<http://codes.iccsafe.org/app/book/toc/2014/Florida/Accessibility%20Code/index.html>)
- Americans with Disabilities Act Title II Regulations
(http://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.pdf)
- Playground Safety Tips
(<https://www.safekids.org/tip/playground-safety-tips>)
- Safe Kids Florida
(<http://www.floridahealth.gov/programs-and-services/safe-kids-florida>)
- U.S. Consumer Product Safety Commission – Playgrounds
(<https://www.cpsc.gov/safety-education/safety-guides/playgrounds#resources>)
- Public Playground Safety Handbook (Florida Building Code follows this)
(<https://www.cpsc.gov/s3fs-public/325.pdf>)
- ASTM International F1487-17
(<https://www.astm.org/Standards/F1487.htm>)

WHO MAY APPLY FOR FRDAP FUNDS?

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

WHAT IS THE GENERAL APPLICATION INFORMATION?

A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. If an **acquisition** project receives a FRDAP grant, the applicant must develop the acquired site for public outdoor recreation use within three (3) years.

HOW DO I APPLY?

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to three applications during the submission period. Applications must involve only one project site except for acquisition or development of salt water beach access. DEP evaluates applications on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration, or may result in a loss of points from the applicant's competitive score. **Applications will be evaluated and scored based on the information submitted by the end of the submission period.**

Applicants must submit three copies (1 original and 2 copies) of the completed application and all supporting documents during the announced submission period of **August 1 – August 15, 2018**. **Please use a soft covered binder, no HARD 3-ring binders.** To facilitate review and scoring, please tab all exhibits.

Applications must be postmarked **NO LATER THAN August 15, 2018**, and submitted to:

Department of Environmental Protection
Land and Recreation Grants Section
3900 Commonwealth Boulevard, Mail Station 585
Tallahassee, Florida 32399-3000

If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application. You may request an electronic application by e-mailing: Angie.Bright@dep.state.fl.us or Tamika.Bass@dep.state.fl.us visit our web site at: <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

WHAT IS THE MAXIMUM GRANT AMOUNT?

Maximum grant funds an applicant may apply for is \$250,000

GRANT MATCH RATIOS: (Based on the grant cap of \$250,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	50%	50%
\$50,001 to \$150,000	50%	50%
\$150,001 up to \$500,000	50%	50%

Project Cost = State Share + Grantee Share

WHAT CAN I USE TO MATCH A FRDAP GRANT?

Refer to subparagraph 62D-5.055(4)(b), F.A.C. for complete information on match eligibility.

HOW ARE FRDAP GRANTS AWARDED?

Each application is reviewed to determine eligibility. The Florida Department of Environmental Protection (DEP), Land and Recreation Grants Section evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration. **DEP's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature. Should the project receive funding, the grantee will have up to three (3) years from the start of the state's fiscal year in which funds are appropriated to complete the project or funds will revert.**

If questions arise while preparing the application, please contact the Land and Recreation Grants Section at 850-245-2501.

Florida Department of Environmental Protection
Application Instructions Guide for
Florida Recreation Development Assistance Program

FACTS ABOUT FRDAP

WHAT IS FRDAP AND HOW IS IT ADMINISTERED?

The Florida Recreation Development Assistance Program (FRDAP) is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails. The Florida Department of Environmental Protection (DEP), Office of Operations, Land and Recreation Grants Section administers FRDAP. The FRDAP Administrative Rule can be downloaded at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

WHO MAY APPLY FOR FRDAP FUNDS?

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

WHAT IS THE GENERAL APPLICATION INFORMATION?

A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. If an **acquisition** project receives a FRDAP grant, the applicant must develop the acquired site for public outdoor recreation use within three (3) years.

HOW DO I APPLY?

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Each applicant may only have a total of three (3) active projects, including any applications being submitted. Applications must involve only one project site except for acquisition or development of salt water beach access. DEP evaluates applications on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration, or may result in a loss of points from the applicant's competitive score. **Applications will be evaluated and scored based on the information submitted by the application submission deadline.**

Applicants must submit three copies (1 original and 2 copies) of the completed application and all supporting documents during the announced submission period of **(October 1-15, 2018)**. **Please use a soft covered binder, no HARD 3-ring binders.** To facilitate review and scoring, please tab all exhibits. Applications must be postmarked **NO LATER THAN October 15, 2018**, and submitted to:

DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND RECREATION GRANTS SECTION
3900 COMMONWEALTH BOULEVARD, MAIL STATION 585
TALLAHASSEE, FLORIDA 32399-3000

If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application. You may request an electronic application by e-mailing: Angie.Bright@dep.state.fl.us & Tamika.Bass@dep.state.fl.us, or visit our website at: <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

WHAT IS THE MAXIMUM GRANT AMOUNT?

Maximum grant funds an applicant may apply for is \$200,000.

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

WHAT CAN I USE TO MATCH A FRDAP GRANT?

Cash, Land Value of **undeveloped** land owned by applicant (subject to conditions), and In-kind Services

Refer to Rule Chapter 62D-5.055(4), Florida Administrative Code (F.A.C.) for complete information on match requirements and match types.

HOW ARE FRDAP GRANTS AWARDED?

Each application is reviewed to determine eligibility. The Office of Operations, Land and Recreation Grants Section evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration. **DEP's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature. Should the project receive funding, the grantee will have up to three (3) years from the start of the state's fiscal year in which funds are appropriated to complete the project.**

If questions arise while preparing the application, please contact the Land and Recreation Grants Section at 850-245-2501.

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

Issue Considered: Request approval to authorize expenditures in the excess of \$10,000 with Pinellas County for professional building services.

Date: August 14, 2018

Prepared By: Wesley Wright, Director of Community Development

Through: Wayne Saunders, City Manager

Summary of Issue: Due to the ongoing necessities in the planning division, Pinellas County Building department was engaged to provide professional building services. Staff will continue to utilize third party services until such time as the Deputy Building Official and/or Inspector positions are filled. The City purchasing policy provides for the City Manager to approve up to \$10,000, and requires Commission approval beyond that amount.

Funding: Building Fund (201-5402-524-5330)

Requested Motion: “I move to authorize expenditures in excess of \$10,000 with Pinellas County for professional building services.”

Attachment: N/A

**Reviewed by the
City Manager:** WS

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

Issue Considered: Request authorization to utilize Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach periodically requires temporary staffing for as-needed labor activities that require more manpower than standard staffing levels provide. Due to the nature of this work, the number of hours required to perform the task may not be known prior to performance, and compliance with the purchasing policy may not be known prior to invoicing. The City purchasing policy requires Commission approval over \$10,000.

Requested Motion: “I move to authorize the utilization of Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.”

**Reviewed by the
City Manager:**

WS

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

Issue Considered: Request approval of Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Rowland, Inc. for Wastewater System Manhole Rehabilitation. This agreement did not include a renewal clause, although the solicitation specifically stated that this was a renewable contract. This Addendum addresses this issue.

Requested Motion: “I move to approve Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Manhole Rehabilitation.”

Attachment: Addendum # 1
Wastewater System Manhole Rehabilitation Agreement

**Reviewed by the
City Manager:** *WS*

**FIRST ADDENDUM TO WASTEWATER SYSTEM MANHOLE
REHABILITATION AGREEMENT**

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Manhole Rehabilitation ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Manhole Rehabilitation.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: 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 three (3) 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.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

This Addendum 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 Addendum shall be the date this Addendum has been executed by all Parties.

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

ROWLAND, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its:

Its: City Manager

Date: _____

Date: _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Manhole Rehabilitation

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Rowland, Inc.:

Signature: K O Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes

Rebecca C. Haynes
City Clerk

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

Issue Considered: Request approval of Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Point Repairs.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Rowland, Inc. for Wastewater System Point Repairs. This agreement did not include a renewal clause, although the solicitation specifically stated that this was a renewable contract. This Addendum addresses this issue.

Requested Motion: “I move to approve Addendum #1 to the purchase agreement with Rowland, Inc. for Wastewater System Point Repairs.”

Attachment: Addendum #1
Wastewater System Point Repairs Agreement

**Reviewed by the
City Manager:** WS

FIRST ADDENDUM TO WASTEWATER SYSTEM POINT REPAIRS AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Point Repairs ("Agreement") executed as of the 20th day of January 2017 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and ROWLAND, INC. ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Point Repairs.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: 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 three (3) 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.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

This Addendum 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 Addendum shall be the date this Addendum has been executed by all Parties.

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

ROWLAND, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its:

Its: City Manager

Date: _____

Date: _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Rowland, Inc.
Wastewater System Point Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Rowland, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Rowland, Inc.
Attn.: Bill Rowland
6855 102nd Ave N
Pinellas Park, FL 33782

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Rowland, Inc.:

Signature: K. D. Rowland

By: KEVIN D. ROWLAND

Its: PRESIDENT

Date: 1/20/17

APPROVED AS TO FORM:

Andrew Dickman
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: Wayne Saunders

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:

Rebecca C. Haynes
Rebecca C. Haynes
City Clerk

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

Issue Considered: Request approval of Addendum #1 to the purchase agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City entered into a unit rate purchasing agreement, dated December 12, 2016, with Insituform Technologies, LLC, for Wastewater System Pipe Lining. This agreement did not include a renewal clause, although the solicitation specifically stated that this was a renewable contract. This Addendum addresses this issue.

Requested Motion: “I move to approve Addendum #1 to the purchase agreement with Insituform Technologies, LLC for Wastewater System Pipe Lining.”

Attachment: Addendum # 1
Wastewater System Pipe Lining Agreement

**Reviewed by the
City Manager:** WS

FIRST ADDENDUM TO WASTEWATER SYSTEM PIPE LINING AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for Wastewater System Pipe Lining ("Agreement") executed as of the 5th day of December 2016 ("Effective Date") by and between CITY OF ST. PETE BEACH ("Owner") and INSITUFORM TECHNOLOGIES, LLC ("Vendor") (collectively the "Parties") in connection with providing Wastewater System Pipe Lining.

The purpose of this addendum is to:

1. Add a renewal clause to the Agreement. The Parties agree to add Paragraph 21 to the Agreement which shall read: 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 three (3) 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.

This Addendum is attached to and made a part of the Agreement. In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Agreement, the terms of this Addendum shall control.

This Addendum 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 Addendum shall be the date this Addendum has been executed by all Parties.

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

INSITUFORM TECHNOLOGIES, LLC:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Wayne Saunders

Its:

Its: City Manager

Date: _____

Date: _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC
Wastewater System Pipe Lining

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for the goods or services provided hereunder.
6. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale

absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

12. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this

Agreement, without the express written consent of the City.

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

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

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

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

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

As to Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to CITY:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Insituform Technologies, LLC:

Signature: 

By: Diane Partridge

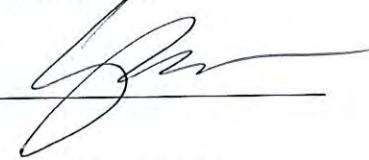
Its: Contracting and Attesting Officer

Date: 12/5/16

APPROVED AS TO FORM:


Andrew Dickman
City Attorney

City of St. Pete Beach:

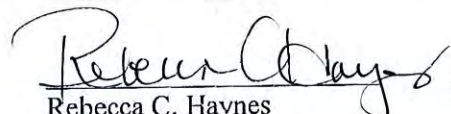
Signature: 

By: Wayne Saunders

Its: City Manager

Date: 12/12/2016

ATTEST:


Rebecca C. Haynes
City Clerk

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

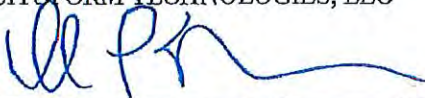
Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

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

Issue Considered: Request approval of the quote from Toter in the amount of \$12,488.55 for the purchase of Beach Trash and Recycling Carts.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On January 23, 2018, the City authorized the purchase of a Load and Pack Vehicle manufactured by Broyhill, Inc. to improve the level of service for garbage collection on the gulf beach. The City will be taking over the waste services on the beaches, including trash and recycling collection. To support this effort, the purchase of 120 trash carts and 120 recycling carts will be required.

Three quotes were solicited from reputable cart manufacturers, and Toter's quote was the lowest of the three.

Funding: Beach Maintenance – Operating Supplies
001-6105-572-5529

Requested Motion: "I move to approve the quote from Toter in the amount of \$12,488.55 for the purchase of Beach Trash and Recycling Carts."

Attachment: Quote Tabulation
Toter Quote

**Reviewed by the
City Manager:**

WS



Quote Results - Beach Trash Cans

Streets	Toter	SSI Schafer	Rehrig Pacific Co.
Base Bid Unit Price	\$ 48.75	\$ 55.75	\$ 50.00
Cost for 240 Cans	\$ 11,700.00	\$ 13,380.00	\$ 12,000.00
Shipping & Handling	\$ 788.55	\$ 1,237.00	\$ 525.00
Total Cost for 140 Cans	\$ 12,488.55	\$ 14,617.00	\$ 12,525.00



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10082145

Sell To

Contact Name	Daniel Anspach	Ship To Name	City Of St Pete Beach
Bill To Name	City Of St Pete Beach	Ship To	7581 Boca Ciega Dr
Bill To	7581 Boca Ciega Dr St Pete Beach, FL 33706-1839 USA		St Pete Beach, FL 33706-1839 USA
Email	danspach@stpetebeach.org		
Phone	(727) 224-4182		

Quote Information

Salesperson	Brittany Zeitler	Created Date	6/28/2018
Salesperson Email	bzeitler@wastequip.com	Expiration Date	7/28/2018
		Quote Number	WQ-10082145
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	—Body Color - (249) Sandstone —Lid Color - (200) Black —2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed —Warranty - 12 Yrs Cart Body, All other components 10 Yrs	120.00	\$48.75	\$5,850.00
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	—Body Color - (709) Bluestone —Lid Color - (705) Blue —2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed —Warranty - 12 Yrs Cart Body, All other components 10 Yrs	120.00	\$48.75	\$5,850.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$11,700.00
Shipping Terms	FOB Origin	Shipping and Handling	\$788.55
		Tax	\$0.00
		Grand Total	\$12,488.55

Shipping Details

Shipping Instructions Customer must have the ability to unload. Forklift recommended.

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10082145

Information and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

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

Issue Considered: Request to approve the Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition and authorize the City Manager to execute the associated documents for the City to join the coalition.

Date: August 14, 2018

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The Tampa Bay Regional Planning Council is requesting that member governments consider approving a Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition. The intent of members joining is a commitment to work together on a regional level to identify and address the effects of sea-level rise. Attached is a letter from Sean Sullivan, Executive Director of the Tampa Bay Regional Planning Council explaining the initiative. Also attached is the Memorandum of Understanding. A representative of the Regional Planning Council will attend the Commission meeting to provide additional information and answer questions.

Funding: N/A

Requested Motion: “I move to approve the Memorandum of Understanding creating the Tampa Bay Regional Resiliency Coalition and authorize the City Manager to execute the associated documents for the City to join the coalition.”

Attachment: Letter from Sean Sullivan, Executive Director of the Tampa Bay Regional Planning Council.
Memorandum of Understanding

**Reviewed by the
City Manager:**

WS



Dear Council Members:

In January 2018, the Tampa Bay Regional Planning Council (TBRPC) embarked upon an initiative to address sea level rise and climate resiliency. This initiative has evolved into the Tampa Bay Regional Resiliency Coalition (TBRRC).

TBRPC member governments of Citrus, Hernando, Pasco, Pinellas, Hillsborough and Manatee are a unique and extraordinary area, sharing a sense of community, economy, and critically important environmental resources. TBRRC has been formed to coordinate climate adaptation and mitigation activities across county lines with the goal of advancing local and regional responses to, and preparations for, economic and social disruption that could occur from sea-level rise. The TBRRC will also provide state and local agencies with access to technical assistance and support in addressing the effects of climate change.

Over the past several months the TBRRC Steering Committee has worked to establish a mission and timeline, and created a Technical Advisory Committee (TAC) to include the best scientific experts and stakeholders on the topics of sea level rise, climate change and resiliency. A Memorandum of Understanding for local governments to review, consider, and vote upon has been developed by the TAC and has been supported by the Steering Committee. It would be requested that each elected member of the Council to place this item on an agenda of your local legislative body to review, consider, and vote to endorse.

Enclosed you will find the *Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition* and a timeline for the initiative. We are respectfully requesting that you present the document to your Commissions and/or Councils for a vote by the first week in September. Upon request, our staff is available to you to provide you with additional information or to provide a presentation at your individual meetings.

The next steps going forward will be to identify those local governments who are supporting and adopting the *Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition*. The document will then be presented to the full Council for voting consideration at the September 10, 2018 meeting with an official Signing Celebration (venue to be determined) on Monday, October 8, 2018.

As your Executive Director it is my privilege to serve the Board of this well respected organization and to further this initiative. Our efforts today will provide a positive impact well into the future by enhancing the quality of life for many generations to come in the Tampa Bay region. If you would please email me and Wren Krah, wren@tbrpc.org, to advise us if your county or city will join this initiative and sign the attached MOU it would be most appreciated. Please contact me if I can provide further information or assistance, sean@tbrpc.org.

Respectfully,

Sean T. Sullivan
Executive Director

Enclosure: Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition

Board of Directors Commissioner Janet C. Long, *Chair* | Commissioner Ronald E. Kitchen, Jr., *Vice Chair*
Commissioner Robin DiSabatino, *Secretary/Treasurer* | Vice Mayor Patrick Roff, *Past Chair* | Sean T. Sullivan, *Executive Director*



Memorandum of Understanding Creating the Tampa Bay Regional Resiliency Coalition

WHEREAS, the Tampa Bay Regional Resiliency Coalition has been formed to coordinate climate adaptation and mitigation activities across county lines, to advance local and regional responses to and preparations for economic and social disruption projected to result from sea-level rise, and to provide state and local agencies with access to technical assistance and support in addressing the effects of climate change; and

WHEREAS, the Counties of Citrus, Hernando, Pasco, Pinellas, Hillsborough, Manatee and Sarasota of the Tampa Bay region and the municipalities within (the "Coalition Members"), are a unique and extraordinary area, sharing a sense of community, economy, and critically important environmental resources; and

WHEREAS, the Tampa Bay region has some of Florida's most remarkable beaches, rivers, estuaries and springs which are closely coupled to the region's cultural heritage; and

WHEREAS, the Tampa Bay region has approximately 4 million residents, which represents approximately 19% of Florida's population, and is projected to exceed 5 million residents by 2040; and

WHEREAS, the Tampa Bay region has a Gross Domestic Product of more than \$2.5 billion annually, more than 37% of statewide economic output; and

WHEREAS, the resiliency of the Tampa Bay region's economic, environmental and social health relies on crucial coastal transportation infrastructure, including: seaports, rail systems, roads, and airports; and

WHEREAS, the Tampa Bay region is vulnerable to the impacts of a changing climate, including: sea-level rise, rainfall, heat events, wildfires, droughts, flooding and storms, which threaten current community priorities, human wellbeing and natural resources; and

WHEREAS, rising sea levels, intense rainfall and other climatic stresses will compromise crucial drainage infrastructure and drinking water supplies (through saltwater intrusion into rivers and the aquifer); and

WHEREAS, extreme weather events can impact the lives of residents, damage property and disrupt businesses; and

WHEREAS, natural areas including forests, beaches with dunes, wetlands, mangroves, and oyster reefs can provide valuable flood risk reduction and water quality benefits and may be compromised by changing climate conditions; and

WHEREAS, climate resiliency is the planning for and implementation of activities to reduce the Tampa Bay region's vulnerability to a changing climate, and is amongst the most consequential actions the Tampa Bay region could pursue; and

WHEREAS, the Coalition Members are committed to being resilient to a changing climate, and will consider adaptation and risk reduction strategies intended to ensure public safety and safeguard infrastructure, property, environmental assets, and basic quality of life for current residents and future generations; and

WHEREAS, many of the activities undertaken to enhance resiliency to a changing climate will be concurrent with existing local efforts and objectives addressing aging infrastructure, emergency management, and public health; and

WHEREAS, while counties and cities in the Tampa Bay region have independently identified and undertaken activities to address vulnerabilities, a collaborative commitment working together to build the region's resiliency will best serve the Tampa Bay region; and

WHEREAS, proactively preparing for a changing climate will be less costly and enhance the major sectors of the regional economy, maintaining and growing manufacturing, health care, tourism, agriculture and other economic segments; and

WHEREAS, measures to mitigate hazard risks provide a significant return on investment because resilient communities and regions support a thriving economy and create opportunities to attract new businesses and economic investments; and

WHEREAS, local governments play a critical role in fostering social equity in the face of climate related challenges, including the potential for community displacement; and

WHEREAS, the Coalition Members have joined in formation of the Tampa Bay Regional Resiliency Coalition to coordinate their efforts and enhance their abilities to prepare, adapt and mitigate for the effects of sea-level rise and climate change in their individual communities and throughout the entire Tampa Bay region.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF THE COALITION MEMBERS THAT:

SECTION 1. Findings --The findings set forth above are adopted and set forth as the reasons and statement of purpose for the formation of the Tampa Bay Regional Resiliency Coalition.

SECTION 2. Regional Cooperation – The Coalition Members shall work together to maximize their efforts to mitigate and adapt to the effects of sea-level rise by: identifying vulnerabilities to the effects of

climate change in their communities; identifying common vulnerability assessment methodologies; planning for mitigation and adaptation actions that will enhance the resiliency of their communities; learning from each other and their prior efforts and planning documents; leveraging their resources; and pursuing public private partnerships.

SECTION 3 Regional Resiliency Action Plan -- The Coalition Members shall develop a Regional Resiliency Action Plan which shall include strategies for coordinated regional preparation for and adaption to a rapidly changing global environment based on mapping of projected sea-level rise and resulting amplification of localized impacts of hurricanes and tropical storms, and which shall identify funding strategies at the local, state and federal levels for mitigation and adaptation actions to deal with those impacts.

SECTION 4. Science Based Decisions -- It is essential that the Coalition Members base their strategies and actions on sound science and technical data, and for this reason they shall work together to identify experts for guidance and shall use the regional recognized sea-level rise projections as produced by the Tampa Bay Climate Science Advisory Panel to assess sea-level rise vulnerability, inform planning efforts, and provide guidance on what sea-level rise projections should be incorporated into local planning efforts.

SECTION 5. Legislative Strategy -- The Coalition Members shall develop a legislative strategy which includes a joint position statement recognizing the vulnerabilities of the Tampa Bay region to the impacts of sea-level rise and includes recommendations for the allocation of state and federal resources, which may include designation of the Tampa Bay region as uniquely vulnerable for the purpose of securing enhanced levels of federal participation and funding in regional adaptation and mitigation programs.

SECTION 6. Community Involvement -- Recognizing the importance of involvement in these regional, cooperative efforts by all members of the community, the Coalition Members shall engage and involve local businesses, organizations, associations and individuals in developing policies and recommendations which will have the support and commitment of community members and organizations, which is essential for successful implementation.

SECTION 7. Intent -- The Coalition Members each join the Tampa Bay Regional Resiliency Coalition as an expression of their intent and commitment to work together on a regional level to identify and address the effects of sea-level rise, but by joining this Coalition the Coalition Members do not hereby commit local resources or staffing and acknowledge that the governing body of each Coalition Member retains that power and authority.

SECTION 8. This Memorandum of Understanding shall take effect on _____.

[Signature Blocks to Follow]

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

Issue Considered: Request approval for the City Manager to negotiate an agreement for the operation of the Pass a Grille and Upham Beach concession facilities with (*insert name*) and bring back a proposed agreement to the Commission for final consideration.

Date: August 14, 2018

Prepared By: Wayne Saunders, City Manager

Summary of Issue: The City Commission previously directed staff to move forward with negotiations with United Park Services (UPS) for operation of the Pass a Grille and Upham Beach concessions. UPS has withdrawn their proposal and indicated they are no longer interested in being considered for operation of the facilities. Two other proposals were initially presented to the Commission by staff for consideration. They were submitted by Barry and Kelly Streib and Mike Janecek. Both have indicated that they are still interested in operating the concessions. Their proposals are attached for your review. The Commission can choose to direct staff to negotiate with one of these proposers or re-advertise a new Request for Proposals. I recommend that the Commission select one of the two proposers and direct staff to commence negotiations.

Funding: N/A

Requested Motion: “I move to approve for the City Manager to negotiate an agreement for the operation of the Pass a Grille and Upham Beach concession facilities with (*insert name*) and bring back a proposed agreement to the Commission for final consideration.”

Attachment: Barry and Kelly Streib Proposal
Michael Janecek Proposal

**Reviewed by the
City Manager:** 

March 27, 2018

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

Dear Mayor and Commissioners:

In response to your recent advertisement, please find enclosed our submittal for the "Beach Concession Operations" at Upham Beach and Pass-A-Grille Beach. We are very excited about the opportunity to partner with the City in providing the highest quality concessions to those visiting our world class beaches!

We have proudly operated The Brass Monkey Restaurant on historic 8th Avenue in Pass-A-Grille for 13+ years and feel very lucky to have selected the City of St. Pete Beach to live and raise our family. We are confident our 33 years of experience in the food service industry align well with the City's vision for the concession operations at both locations.

Sincerely,

A handwritten signature in blue ink, reading "Barry Kelly Streib", written over a horizontal line.

Barry and Kelly Streib
709 Gulf Way #200
St. Pete Beach, FL 33707

1. Experience and Qualifications – We have been in the food service industry in Ocean City, Maryland, and St. Pete Beach, FL for 33 years. In Ocean City Maryland we owned and operated the Bay Cafe/Whiskey Joe's, a full service 350 seat restaurant providing residents and visitors a full range of the highest quality food product. We relocated to St. Pete Beach in 2005 and opened the Brass Monkey Restaurant on historic 8th Avenue in Pass-A-Grille, building on our years of experience and understanding the demands of successfully operating in the food service industry in a beachfront community.

Barry and Kelly Streib will be the owners and operators of the company operating the beach concessions. We will have experienced managers at both locations, with a quality staff that fully understands the need to provide premier customer service to our residents and the hundreds of thousands of visitors to our beaches each year. As residents and business owners in our community, we are committed to be "hands on" owners and represent the City in a way we can all be proud of. We will not only be providing food and beverage but will serve as ambassadors for our community to make sure those we meet have a "world class" experience they will share with friends and family.

2. Scope of Services and Extent of Business Operations – Our intention is to provide a simple yet full menu from sunrise to sunset (see attached preliminary menu). In addition to our food and beverage products, we will provide a small range of beach products such as sunglasses, sunscreen, t-shirts, etc. To further enhance our guest experience, we will investigate the possibility of providing free Wi-Fi access, so they can share their experiences around the world.

We are committed to providing clean and aesthetically pleasing facilities. Often overlooked, the restrooms at both locations may be the only experience our guests have when visiting the beach. It is critical to us that they remain clean and meet the needs of our visitors. In addition, we understand the sensitivity of providing appropriately designed yet attractive seating areas and signage. Simply put, we will be focused on the entire visitor experience that will keep people coming back for more!

3. Rent Proposal – We understand this proposal is for beach concessions only. After participating in the recent facilities tour we concluded that we must acquire all equipment needed to operate at both locations. This includes all kitchen equipment, storage and seating. The estimate for our upfront startup costs is approximately \$225000.00. As the City is restricted to only offering a guaranteed five-year lease, we propose an initial monthly rental of **\$8,000** to allow for the capitalization of these startup costs.

We understand and respect the City's decision to remove the patio at Pass-A-Grille and all beach concessions (beach chairs, beach sports, etc.) from the lease but estimate these operations remove a minimum of **\$4,000** monthly revenues available under the current lease agreement. If selected as the preferred partner in operating the beach concessions, we would welcome the opportunity to further negotiate the inclusion of these operations into the lease in a manner that best meets the needs of both parties.

BREAKFAST MENU

QUICK BITE (White or Wheat)

One Egg + Toast 3.50
Two Eggs + Toast 4.50
Three Eggs + Toast 4.99

DAILY SPECIALS

Two Eggs + Home Fries or Hash Browns or Grits + Toast 5.75
Two Eggs + Bacon or Sausage + Toast 6.75
Two Eggs + Waffle or Pancake or French Toast + Bacon or Sausage 7.75
Creamed Chipped Beef 5.50
Breakfast Burrito Stuffed with Eggs, Cheddar Cheese, Onions and Peppers and Choice of Bacon, Sausage, or Ham 8.50
Biscuits & Gravy 3.99

A LA CARTE

Extra Egg 1.50
Bacon or Sausage 3.25
Home Fries or Hash Browns 2.50
Grits 2.50 Cheddar Grits 2.75
Bagel with Cream Cheese 3.50
Sausage Gravy Small Large 2.50
Toast with Jelly 1.50
English muffin 1.50
Biscuit 1.50
Fruit Cup 4.95

BREKFAST SANDWHICHES (Choice of Swiss, America, Cheddar, or Provolone Cheese) Served on White, Wheat, Wrap, or English Muffin

Bacon, Egg, Cheese 6.50
Sausage, Egg, Cheese 6.50
Egg Cheese 3.50
Bacon Egg 5.50
Sausage Egg 5.50

FROM THE GRIDDLE

Waffle 4.50
Pancakes (2) 4.50 or (3) 6.50
French Toast (2) slices 5.50
Waffle and choice of Bacon or Sausage 7.50
Pancakes and choice of Bacon or Sausage 7.50
French Toast and Choice of Bacon or Sausage 7.50

JUICE

Orange Juice 2.95
Cranberry Juice 2.95
Pineapple Juice 2.95
Coffee 2.25
Decaf 2.25
Tea 2.25
Pepsi Products 2.95

Brookie's Starters

Crab Pretzel

Jumbo soft pretzel covered with crab dip and cheddar cheese, then baked to perfection. Wicked Good! - **\$14.00**

Wings & Fries

Five wings and fries-**\$9.00**

Gravy Fries

Served with beef gravy - **\$8.00**

Basket of Fries

\$6.00 Seasoned with Old Bay- Add **\$1.00**

Loaded Fries

Topped with cheddar and bacon, served with ranch dressing - **\$9.00**

Mozzarella Stix

Beer battered cheese sticks served with ranch dressing - **\$8.00**

Chicken Tenders

Lightly breaded chicken fried golden brown and served with honey mustard - **\$7.25**

Jerk Chicken

Tender strips of chicken marinated in our own jerk spices and served with our homemade Caribbean sauce - **\$9.00**

Fiery Chicken Tenders

Our lightly breaded chicken fried golden brown tossed in our hot wing sauce and served with ranch or bleu cheese dressing - **\$7.50**

Onion Rings

Beer battered crispy rings served with chipotle ranch -**\$7.00**

Ahi Tuna

10 oz. blackened and seared, thinly sliced and served with onions, wasabi soy sauce, and crackers - **\$13.00**

Fiesta Poppers

Fried jalapeno peppers stuffed with chipotle cream cheese. Served with sour cream and salsa - **\$8.00**

Fish Spread

Served with capers, onions, jalapenos, and crackers - **\$11.00**

Raven Wings

“Best on the Beach”

20 Wings - \$24.00

10 Wings - \$12.50

No Flappers or Drum Requests.

Only 1 flavor per order

Extra Bleu Cheese or Ranch - \$.75 Extra Celery \$1.00

Flying Monkey Wings - For the salt lover!

Blackened Ranch - Shaken to perfection

Mild Wings - Original

Oriental - Teriyaki, Ginger and Garlic blend

HOT Wings - Hot! Hot! Hot!

Confetti- Mild, Honey, BBQ & Garlic Blend

Red Ass - Bathroom That-A-Way

Old Bay - Chesapeake Bay Style

Nude Wings - No swimsuit needed

Mellow Yellow - Lemon Pepper

Home Sweet Home - Old Bay and Honey

Salads

Add to your salad, Grilled or Blackened Chicken, Caribbean Jerk Chicken - **\$7.00**
Salmon, Blackened Tuna, Grouper (Broiled or Blackened) - **\$9.00**

Dressings: Oil & Vinegar, Homemade Tarragon Brandy Vinaigrette, Bleu Cheese, Ranch, Honey Mustard, Caesar, Thousand Island, Chipotle Ranch.

Our House

Romaine lettuce, grape tomatoes, cucumbers, carrots, and topped with tortilla strips - **\$7.00**

Combo Salad

Our house salad with tuna and chicken salad - **\$14.00**

Caesar

Hearts of romaine, crisp tortilla chips, and shredded parmesan cheese tossed with our homemade dressing - **\$7.00**

Black & Bleu Steak Salad

Our house salad topped with a blackened 8 oz. strip steak, sautéed mushrooms, onions and crumbled blue cheese. - **\$14.95**

Soups

Shrimp, Crab, Scallop & Corn Chowder

Homemade and topped with crab meat.
Award Winning!!!! - **\$9.25**

Cream of Crab Soup

Best on the beach! - **\$8.00**

Sandwich Board

Served on your choice of: kaiser, white, wheat, rye, or tortilla wrap with lettuce, tomato, pickle spears, and chips. Additional toppings - **\$1.00** each

Crab Cake

Our famous Jumbo lump Maryland crab cake. “All Killer, No Filler” Served with remoulade sauce - **\$14.95**

Crab Cake Reuben

Our famous Jumbo lump Maryland crab cake “All Killer, No Filler” topped with Swiss cheese, Cole slaw, Thousand Island dressing on grilled rye bread - **\$15.95**

Grouper Sandwich

Fresh grouper broiled or blackened - **\$14.95**

Grouper Reuben

Fresh grouper topped with Swiss cheese, Cole slaw, Thousand Island dressing on grilled rye bread - **\$15.95**

Fish & Chips

A beer battered fillet of haddock with fries - **\$12.50**

Blackened Tuna Sandwich

10 oz. of Ahi tuna - **\$13.95**

Blackened Tuna Wrap

8 oz. blackened Ahi tuna with provolone cheese, tomatoes, and ranch dressing - **\$13.95**

Tuna Salad

Traditional solid white Albacore tuna - **\$8.25**

Assawoman Breast

8 oz. grilled chicken breast topped with our crab dip and cheddar cheese - **\$9.95**

Black-n-Bleu Breast

8 oz. grilled chicken breast topped with blackened seasoning and crumbled bleu cheese - **\$9.25**

Nude Chicken Breast

8 oz. grilled chicken breast - **\$8.25**

Kelly’s Chicken Breast

8 oz. grilled chicken breast topped with bacon, mushrooms, and provolone cheese - **\$9.00**

Mikie’s BBQ Breast

8 oz. grilled chicken breast topped with bacon, BBQ sauce, and cheddar cheese - **\$9.00**

Buffalo Bleu Breast

8 oz. grilled chicken breast topped with buffalo sauce and crumbled bleu cheese - **\$9.00**

Spicy Chicken Ranch Wrap

Breaded chicken tenders with mozzarella, tomatoes, and chipotle ranch dressing - **\$9.00**

Chicken Parmesan Wrap

Breaded chicken tenders with pizza sauce, mozzarella, and parmesan cheese - **\$9.00**

Caribbean Chicken Wrap

Our jerk chicken with peppers, cheddar cheese, and Caribbean sauce - **\$9.25**

Chicken Salad

The BEST on the beach - **\$8.50**

Buffalo Chicken Salad Wrap

Our famous chicken salad with lettuce, tomato, and buffalo sauce - **\$9.00**

Veggie Wrap

Seasoned peppers, onions, mushrooms, tomatoes, shredded parmesan, mozzarella cheese, and a Greek Feta vinaigrette - **\$9.00** Add Chicken **\$5.00**

BLT

Bacon, lettuce, tomato with your choice of bread - **\$7.25**

Grilled Cheese

White bread and American cheese grilled to perfection - **\$6.00**
Add bacon and tomato - **\$2.50**

BBQ Pork Sandwich

Mmmmm! Good! - **\$8.00**

Turkey BLT Wrap

Turkey with provolone cheese, bacon, tomato, and ranch dressing - **\$9.50**

Turkey Reuben

Turkey topped with Swiss cheese, Cole slaw, and Thousand Island dressing on grilled rye bread - **\$9.95**

Pastrami & Swiss

Pastrami topped with Swiss cheese, Cole slaw, and Thousand Island dressing on grilled rye bread - **\$10.95**

The Stallion's Philly's

Served with lettuce, tomato, pickle spear, and chips. Additional toppings- \$1.00 each

Beef Steak

Tender chipped steak smothered with mushrooms, sautéed onions, and topped with provolone cheese - \$9.75

Chicken Steak

Tender chopped chicken smothered with mushrooms, sautéed onions, and topped with provolone cheese - \$9.75

The Combo

Mixture of chicken and beef smothered in mushrooms, sautéed onions, and topped with provolone cheese - \$9.75

Colt Burgers

Served with lettuce, tomato, pickle spear, and chips. Additional toppings- \$1.00 each

Cheeseburger

Your choice of American, cheddar, provolone, Swiss or crumbled bleu cheese - \$8.50

Patrick’s Burger

The King of all burgers! Crowned with the works! Old Bay, sautéed onions, mushrooms, American cheese and bacon - \$9.50

Black n’ Blue Burger

Topped with blackened seasoning and crumbled bleu cheese - \$9.25

Pig on Top Burger

Topped with BBQ sauce, bacon, and cheddar cheese - \$9.50

Buffalo Bleu Burger

Topped with Buffalo sauce and crumbled bleu cheese - \$9.25

Bay Burger

Topped with our crab dip and cheddar cheeses - \$9.95

Turkey Burger

Your choice of American, cheddar, provolone, Swiss or crumbled bleu cheese - \$8.50

Stoney's Pizza

Extra Topping - \$1.50 each topping

Extra cheese, pepperoni, ground beef, mushrooms, onions, peppers, jalapenos, salsa, tomatoes, and bacon

Cheesy Pizza

10 inch thin crust topped with mozzarella cheese - \$9.00

Crab Pizza

10 inch topped with crab meat, imperial sauce, and cheddar cheese - \$14.00

Pepperoni Pizza

10 inch thin crust topped with mozzarella cheese and pepperoni - \$9.50

Veggie Pizza

10 inch topped with sautéed mushrooms, peppers, onions, parmesan, and mozzarella cheese - \$11.95

Meat Lovers Pizza

10 inch topped with ground beef, pepperoni, bacon, and mozzarella cheese - \$12.95

BBQ Chicken Pizza

10 inch topped with BBQ sauce, chicken, bacon, onions, finished off with shredded parmesan and mozzarella cheese - \$12.95

White Veggie Pizza

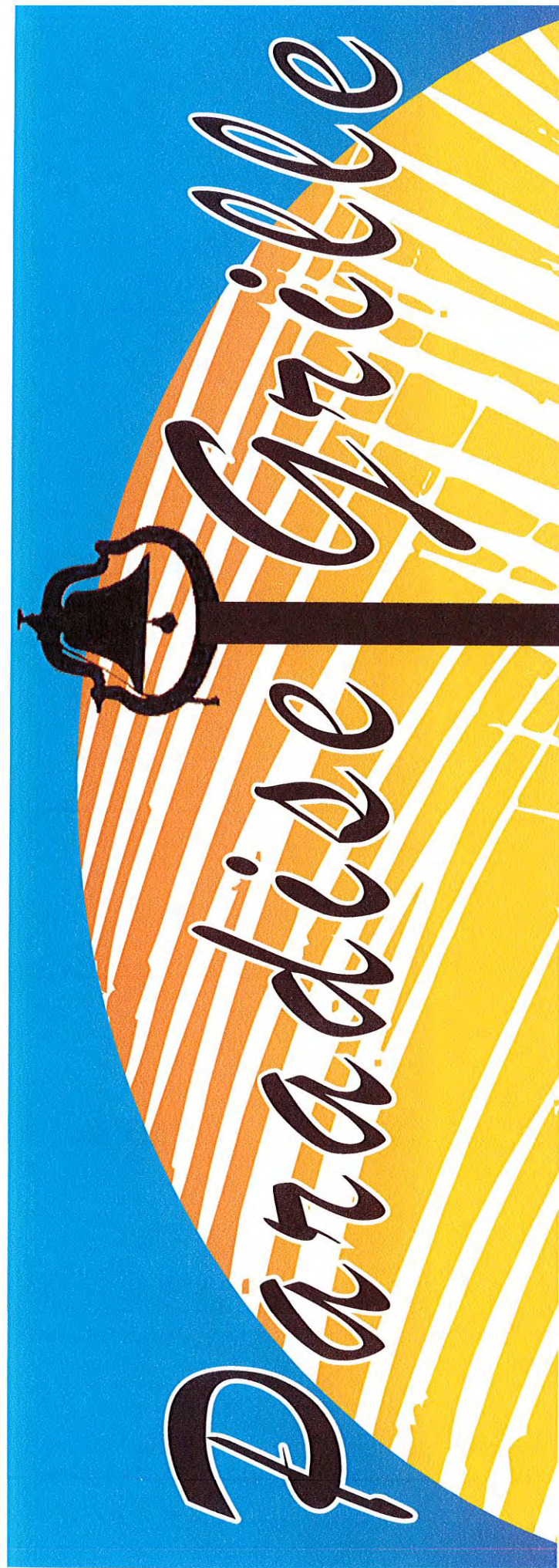
10 inch topped with savory garlic sauce, mushrooms, peppers, onions, finished off with shredded parmesan and mozzarella cheese - \$11.95

Children’s Menu

\$6.00

- Chicken Fingers
- Grilled Cheese
- Mac & Cheese
- Hotdog Sliders
- Fish Sticks

(2) Chicken Fingers & (2) Mozzarella Sticks



March 26, 2018

Hello, my name is Michael Janecek and I have had the privilege of stewarding both the Pass-A-Grille and Upham Beach Concessions on behalf of the city of St. Pete Beach for the past ten years. I came to the St. Pete Beach area twelve years ago, fell in love with it, and never left. I opened the Paradise Sweets Ice Cream & Coffee Shop on 8th Avenue in Pass-A-Grille, worked seven days a week and loved every minute of it. When the Request For Proposal for the two beach concessions went out, I saw an amazing opportunity to create the destinations that I could only dream of as a young man growing up in Buffalo, New York. My company won that bid and with the help of the city and my incredible staff, we took hold of these two little concession stands and over ten years, molded and massaged them into the world class beach destinations that they are today...but there is always room for improvement. I live by the motto that no project is ever truly finished. Changes, modifications and improvements are the life's blood of an entrepreneur. I can see it, feel it and taste it. With this in mind, I propose that the Paradise Grille continues to operate and that we immediately implement the changes, modifications and improvements that this new lease represents. Myself and my staff are looking forward to an ongoing relationship with the city of St. Pete Beach and will continue to put our hearts and souls in to the stewardship of these rare and unique properties. On behalf of myself and my staff, thank you all for the amazing opportunity.- Michael P. Janecek

Rent Proposal -

This rent proposal is for the initial lease term of five years for the city owned beach concessions at both 6850 Beach PLaza Drive, St. Pete Beach, Fl. and 900 Gulf Way, Pass-A-Grille, Fl. As of the first day of June 2018 Starson LLC agrees to pay to the city of St. Pete Beach the sum of \$ 15,000.00 per month with a minimum escalation rate of 3% annually or the rate of the Consumer Price Index if higher.

AMP Jammal *3/27/18*

Experience and Qualifications

The following is a list of all key employees, managers, and a brief resume of their position with our organization. This will also include their related employment history and experience.

Michael Janecek

Owner, Starson LLC
10 years owner of Paradise Sweets LLC
DBA: Paradise Grille, Pass-A-Grille, FL
DBA: Paradise Grille, Upham Beach, FL
DBA: Paradise Sweet, Pass-A-Grille, FL
DBA: The Old Snack Shack, Madeira Beach, FL
DBA: J's Seafood and Steak, Gulfport, FL
DBA: Paradise Sweets, Corolla, NC

Service Manager- 6 Years
Ourisman Fairfax Toyota, Fairfax, VA

Operations Manager- 6 Years
Robert Trent Jones Golf Club, Gainesville, VA

Sales and Management- 7 Years
Coca- Cola Enterprises, Alexandria, VA

Adam Janecek

VP Operations- Paradise Sweets LLC
Owner- 10 Years
Paradise Sweets Ice Cream and Coffee, Pass-A-Grille, FL

Owner- 8 Years
8th Avenue Coffee Roasters, St. Pete Beach, FL

United States Marine Corps- 8 Years
Including one tour in Iraq

Dwayne Hale

Executive Chef/General Manager- 10 Years
Paradise Grille, Pass-A-Grille, FL

Line Cook- 4 Years
Seaside Grille, Pass-A-Grille, FL

Dwayne has a total of 28 years of restaurant and hospitality experience. To his credit, Dwayne has dedicated 14 years of his life to making this little concession stand in Pass-A-Grille what it is today.

- Top 10- Trip Advisor
- 7,000 Facebook Fans
- Synonymous with beauty and uniqueness of Pass-A-Grille itself

Sharon Gordon

Manager- 10 Years
Paradise Grille, Upham Beach, FL

Line Cook- 4 Years
Seaside Grille, Upham Beach, FL

One of the hardest working, loyal, and dedicated employees that any organization would be fortunate enough to call their own. 14 years at the Upham Beach location. She knows everyone and everyone loves her. Upham Beach is going to see a phenomenal renaissance in the upcoming years and we are proud to have her at the helm.

Charlie Thackrah

Senior Line Cook- 8 Years
Paradise Grille, Pass-A-Grille, FL

Senior Line Cook- 7 Years
Shells Seafood, St. Pete Beach, FL

Michael Vecchio

Senior Line Cook- 8 Years
Paradise Grille, Paradise Grille, Pass-A-Grille, FL

Senior Line Cook- 6 Years
Shells Seafood, St. Pete Beach, FL

David Serjak

Senior Line Cook- 8 Years
Paradise Grille, Pass-A-Grille, FL

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Operations

APPENDIX B – SWORN STATEMENT

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Michael Paul Janeczek - Owner
(Print individual's name and title)

for: Starson LLC
(Print name of entity submitting sworn statement)

at: 423 Lotus Path
Clearwater, Fl. 33756
(Business address)

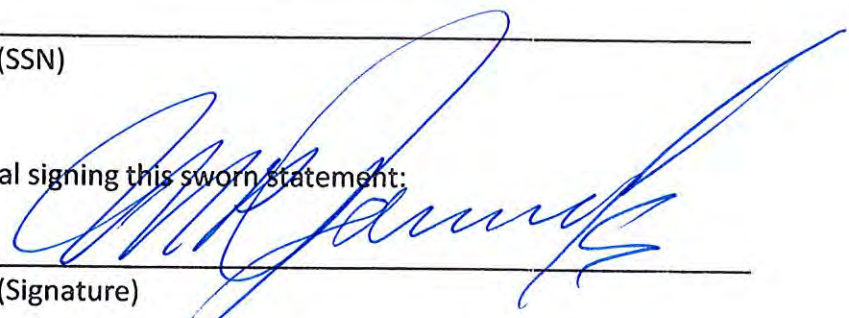
and (if applicable), its Federal Employer Identification Number (FEIN) :

82-4703764
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:



(Signature)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or lease agreement for goods or services, any lease for real property, or any

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lease agreement for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding lease agreement and which bids or applies to bid on lease agreements for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

City of St. Pete Beach
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my Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A LEASE AGREEMENT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TOWN OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA)

Pinellas COUNTY)

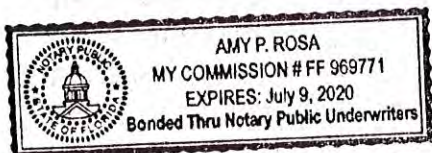
) SS: clearwater, FL

The foregoing instrument was acknowledged before me this 26 day of March, 2018 by Michael P. Janacek, who appeared before me, and is personally known to me, or has produced DL-3522-555-61-448-0 as identification, and did take an oath.

My commission Expires: 7-9-20

NOTARY: Amy P. Rosa

Print Name: Amy P. Rosa



Date of this notice: 03-08-2018

Employer Identification Number:
82-4703764

Form: SS-4

Number of this notice: CP 575 A

STARSON LLC
PARADISE GRILLE
% MICHAEL PAUL JANECEK SOLE MBR
423 LOTUS PATH
CLEARWATER, FL 33756

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4703764. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
Form 940

07/31/2018
01/31/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

BREAKFAST

Omelets

Omelets (3 EGG) Served with Home Fries and Toast

Paradise Seafood Omelet (fish, shrimp) 10

Paradise Omelet 8

(tomato, green pepper, onion, spinach and cheese)

Everything Omelet 8

(ham, tomato, green pepper, onion,
mushroom and cheese)

Build-Your-Own Omelet 8

Choose 3 of the following:

cheese, tomato, onion, green pepper, salsa, spinach,
mushroom, sour cream, bacon, sausage or ham

Additional item each: 1

Egg Platters

Egg Platters any style

Served with Home Fries and Toast or English Muffin

Two Eggs 6

Two Eggs w/Bacon, Sausage or Ham 7

Two Eggs w/Bacon, Sausage or Ham
and Pancakes or French Toast 8

French Toast

French Toast with Sausage, Bacon or Ham 7

Buttermilk Pancakes

Pancakes (2) with Sausage, Bacon or Ham 7

Blueberry Pancakes (2) with Sausage, Bacon or Ham 8

Sandwiches

On Toast, English Muffin, Biscuit or Bagel

Served with Home Fries

Egg Sandwich 4

Egg Sandwich w/Cheese 5

Egg Sandwich w/Bacon, Sausage or Ham 6

Egg Sandwich w/Bacon, Sausage or Ham and Cheese 7

BELT w/Cheese 7

Breakfast Burrito 7

Side Items

Bacon or Ham 3

Sausage 4

Egg (1) 2

Toast or English Muffin 2

Muffin 4

Home Fries 3

Fresh Fruit Salad - Seasonal 5



LUNCH/DINNER

Salads

House or Caesar	
add grilled chicken or shrimp +4, add grouper +7	
Black & Bleu w/Hamburger and Bleu Cheese	10
Organic Salad (spinach, kale & field greens, goat cheese, mango, almonds, carrots, edamame w/ balsamic vinaigrette)	10

Seafood Platters

7	Served with Fries and Coleslaw	
10	Fried Shrimp	12
	Fish and Chips	12
10	Gulf Grouper - Grilled, Fried or Blackened	Mkt

Appetizers

Cheese Quesadilla	
add Chicken +2, add Shrimp +3	
Loaded Quesadilla (Chicken, Shrimp or Beef) and Veggies	12
Buffalo Wings (10) - Hot, Medium, Mild, Blackened or BBQ	9
Fries	5
Chili Cheese Fries	6
Onion Rings	6
Chicken Tenders with Fries	8
Smoked Fish Spread	
with crackers, lettuce, tomato and onion	8
Shrimp 1/2 lb Peel and Eat	10
Loaded Nachos	8
Ice Cream	4
Frozen Bars	3
Chips	2

Burgers

7	1/2 lb fresh Ground Beef Served with Lettuce, Tomato, Onion and Fries or Coleslaw	
12		
9	Burger	8
5	Cheeseburger	9
6	Bacon Cheeseburger	10
6	Western Burger w/BBQ Sauce and Onion Ring	9
8	Black & Bleu, Blackened Burger w/Bleu Cheese	10
	Patty Melt	9
8	(add grilled mushrooms or onions)	1

Beverages

One FREE refill on Sodas, Iced Tea and Coffee

Fountain Drinks:	2.50
(Pepsi, Diet Pepsi, Sierra Mist, Orange, Mountain Dew, Dr. Pepper, Root Beer)	
Iced Tea (Sweet or Unsweet)	2.50
Coffee or Hot Tea (Regular or Decaf)	2.00
Fruit Smoothie	3.95
Juices (Orange, Apple or Lemonade)	2.50
Milk or Hot Chocolate	2.50
Bottled Water	2.00
Flavored Water	2.50

Sandwiches & Wraps

Served with Fries or Coleslaw

Paradise Club	9
Grilled Chicken	8
Gulf Grouper - Grilled, Fried or Blackened	Mkt
Cuban Sandwich	9
BLT Sandwich	7
Grilled Cheese	5
Hot Dog	5
Chili Dog	6
Chili Cheese	7
Grilled Chicken Wrap	8
Caesar Grilled Chicken Wrap	9
Buffalo Chicken Wrap w/Bleu Cheese	9
Buffalo Shrimp Wrap w/Bleu Cheese	10





Inventory

Import Inventory

Export Inventory



Items

Categories

Modifier Groups

Labels

Setup

[+ Add New Item](#)

Search

[✕ Clear Filters](#)

FILTER BY

Beverages

☐ Select All

Name	Price	Taxes	Product Code	Categories	Modifier Groups	Labels	
☐ Bag Of Ice	\$2.80			—	Beverages		
ID: 2B6Z6WKJN89AT			Default	SKU:			
☐ Bottled Water	\$2.00			—	Beverages		
ID: P7RZ610RB02BC			Default	SKU:			
☐ Coffee	\$1.87			—	Beverages	Coffee/Tea	
ID: 5PNE6M2S0G11P			Default	SKU:			
☐ Fountain Drinks	\$2.50			—	Beverages	Drink Choices	
ID: XB1Z75NX4ZYFR			Default	SKU:			
☐ Fruit Smoothie	\$4.00			—	Beverages		
ID: P6T0FDC96PMT			Default	SKU:			
☐ Gatorade	\$2.50			—	Beverages	Flavors Gatorade	
ID: QK26CCNWWYF58			Default	SKU:			
☐ Hot Chocolate	\$2.50			—	Beverages		
ID: ZXY52V3GYD8F2			Default	SKU:			

☐ Hot Tea	\$1.87	—	Beverages	Coffee/Tea
ID: 9A8ANQ08ZGXNJ	<i>Default</i>	SKU:		
☐ Ice Water	\$0.00	—	Beverages	
ID: 3VBSMABNKTXXWW		SKU:		
☐ Iced Tea	\$2.50	—	Beverages	Iced Tea Choices
ID: JKT9RHN7MMJ	<i>Default</i>	SKU:		
☐ Juices	\$2.50	—	Beverages	Juice Choices
ID: K6FC0EH327SPE	<i>Default</i>	SKU:		
☐ Large Starbucks Iced Coffee	\$3.50	—	Beverages	Starbucks Flavor
ID: 3KP7T3JV8QPXC	<i>Default</i>	SKU:		
☐ Local Coffee	\$1.40	—	Beverages	
ID: 970QHR3HCQF6W	<i>Default</i>	SKU:		
☐ Milk	\$2.50	—	Beverages	
ID: 37DYAB4X291T0	<i>Default</i>	SKU:		
☐ Perrier	\$2.50	—	Beverages	
ID: NRYEN07NAPPEM	<i>Default</i>	SKU:		
☐ Propel	\$2.50	—	Beverages	
ID: J5BH2Y7DQEAN2	<i>Default</i>	SKU:		
☐ Rock Star	\$3.74	—	Beverages	
ID: 5655KE3A4MTKY	<i>Default</i>	SKU:		
☐ Sparkling Ice	\$2.50	—	Beverages	
ID: Z4A39WGEKVBA4	<i>Default</i>	SKU:		
☐ Starbucks	\$2.50	—	Beverages	
ID: BBFHXHJMA1D3M	<i>Default</i>	SKU:		



Inventory

Import Inventory

Export Inventory



Items

Categories

Modifier Groups

Labels

Setup

[+ Add New Item](#)

Search

[x Clear Filters](#)

FILTER BY

Beer

☐ Select All

Name	Price	Taxes	Product Code	Categories	Modifier Groups	Labels
☐ 5 Bud Bucket	\$12.00			—	Beer	
ID: VSQV6BWJJ34DY				SKU:		
☐ All Day IPA	\$3.74			—	Beer	
ID: 3JRSSD5Y5Q9K0		Default		SKU:		
☐ Bd Root Beer	\$4.67			—	Beer	
ID: 95P3HG3QJNTMY		Default		SKU:		
☐ Beach Blond Ale	\$3.74			—	Beer	
ID: F7H7P7X9GPN86		Default		SKU:		
☐ Becks	\$3.74			—	Beer	
ID: 7ZDF89WA7Y1YW		Default		SKU:		
☐ Big Storm Amber Ale	\$3.74			—	Beer	
ID: 50Q4E4N2SC6RP		Default		SKU:		
☐ Big Storm Buckets	\$15.00			—	Beer	
ID: QRFSSHVS8NYAM		Default		SKU:		

☐ Big Storm Pilsner	\$3.74	—	Beer
ID: YDE2KFX0XQ4M2	<i>Default</i>	SKU:	
☐ Big Wave	\$3.74	—	Beer
ID: 2JXF1C4CXRS6M	<i>Default</i>	SKU:	
☐ Bimini Twist IPA	\$3.74	—	Beer
ID: 21ZG06XAZKSHE	<i>Default</i>	SKU:	
☐ Blue	\$3.74	—	Beer
ID: 999B1133NY3MY	<i>Default</i>	SKU:	
☐ Bud Lime	\$3.27	—	Beer
ID: 2XVG7HT423EQ6	<i>Default</i>	SKU:	
☐ Bud Lite	\$3.27	—	Beer
ID: G9RR8GVFVF7WA	<i>Default</i>	SKU:	
☐ Budweiser	\$3.27	—	Beer
ID: 5KQW71RXTJGQ0	<i>Default</i>	SKU:	
☐ Coor Lt	\$3.27	—	Beer
ID: BJZ6GHDB954V8	<i>Default</i>	SKU:	
☐ Corona Extra	\$3.74	—	Beer
ID: JWH37FWDYNPY8	<i>Default</i>	SKU:	
☐ Corona Lt	\$3.74	—	Beer
ID: JYN6ZDJNCMGK6	<i>Default</i>	SKU:	
☐ Florda Ave Ale	\$3.74	—	Beer
ID: VJXZGBFYVXN9A	<i>Default</i>	SKU:	
☐ Florida Ave IPA	\$3.74	—	Beer
ID: A3ST6XEW5DAQW	<i>Default</i>	SKU:	

☐ Heinken	\$3.27	—	Beer
ID: QD08BFMG7FDKJ	<i>Default</i>	SKU:	
☐ Imperial	\$4.67	—	Beer
ID: AXXK2ZXKRA5E4	<i>Default</i>	SKU:	
☐ Land Shark	\$3.74	—	Beer
ID: GFEMG8ETR3VNP	<i>Default</i>	SKU:	
☐ Long Board	\$3.74	—	Beer
ID: JCV5729457EWG	<i>Default</i>	SKU:	
☐ Longboard	\$3.74	—	Beer
ID: SPX66032RCVNC	<i>Default</i>	SKU:	
☐ Magic Hat #9	\$3.74	—	Beer
ID: GDFQTQA8EB4TY	<i>Default</i>	SKU:	
☐ Magic Hat Barroom Hero	\$3.74	—	Beer
ID: WQ1FTRNQGW4E	<i>Default</i>	SKU:	
☐ Mic Ultra	\$2.80	—	Beer
ID: XS62JNDP1AWAY	<i>Default</i>	SKU:	
☐ Miller Lt	\$3.27	—	Beer
ID: E28SMSJ6NPPHG	<i>Default</i>	SKU:	
☐ Modelo	\$3.74	—	Beer
ID: S835QFDZ4GBAY	<i>Default</i>	SKU:	
☐ Narragansett	\$3.74	—	Beer
ID: T0CP73M6QP8WC	<i>Default</i>	SKU:	
☐ Odouls	\$1.87	—	Beer
ID: VXAWR44VNQEVG	<i>Default</i>	SKU:	

☐ Pacifico 16	\$3.74	—	Beer	
ID: FFA8BN3BXM932	<i>Default</i>	SKU:		
☐ Pacifico 16oz	\$3.74	—	Beer	
ID: 9AC0PJ1XP3HG8	<i>Default</i>	SKU:		
☐ Pacifico 20	\$5.61	—	Beer	
ID: HVC72SKG9PF3P	<i>Default</i>	SKU:		
☐ Pacifico 20oz	\$5.61	—	Beer	
ID: AABAXAA7PWKN6	<i>Default</i>	SKU:		
☐ Pbr	\$1.87	—	Beer	
ID: YQ9BM2ZPV9MYR	<i>Default</i>	SKU:		
☐ Reef Donkey	\$4.67	—	Beer	
ID: ZKRNZK3SDHDTW	<i>Default</i>	SKU:		
☐ Ritas	\$3.27	—	Beer	Flavors
ID: 7N26W1N3N6GMT	<i>Default</i>	SKU:		
☐ Rolling Rock	\$1.87	—	Beer	
ID: PB0FJRNRGDWKM	<i>Default</i>	SKU:		
☐ Sandbar Sunday	\$3.74	—	Beer	
ID: 89F1EEE89S5Q0	<i>Default</i>	SKU:		
☐ Sea Dog	\$3.74	—	Beer	
ID: X9KZ6JR9S7M2E	<i>Default</i>	SKU:		
☐ Seagrams	\$3.74	—	Beer	
ID: BCJBYSGERZVY	<i>Default</i>	SKU:		
☐ Ship Yard	\$3.74	—	Beer	
ID: 8841Q715VDYYJ	<i>Default</i>	SKU:		

☐ **Shoffenhoffer** \$3.74

— Beer

ID: JCG5BNT2XAPCT

Default

SKU:

☐ **SPECIAL Bud Bottle** \$1.87

— Beer

ID: YTJTTHJEBCT6R

Default

SKU:

☐ **Spiked Seltzer** \$3.74

— Beer

ID: G8M02SA3SSFTY

Default

SKU:

☐ **Strongbow** \$3.74

— Beer

ID: 4YAMGG4NGE92W

Default

SKU:

☐ **SweetWater 420 Extra Pale Ale** \$3.74

— Beer

ID: XFMRPWV5E3QF4

Default

SKU:

☐ **SweetWater IPA** \$3.74

— Beer

ID: BSRTVM94MBZQA

Default

SKU:

☐ **Woodchuck** \$3.74

— Beer

ID: K445NW2GKF946

Default

SKU:



Inventory

Items | PARADISE GRILLE | Inventory | www.clover.com

Import Inventory

Export Inventory



Items

Categories

Modifier Groups

Labels

Setup

+ Add New Item

Search

✕ Clear Filters

FILTER BY

Draft Beer



☐ Select All

Name	Price	Taxes	Product Code	Categories	Modifier Groups	Labels
------	-------	-------	--------------	------------	-----------------	--------

☐ Amberbock 16	\$1.87		—	Draft Beer
ID: GS1RTN2FV376C		Default	SKU:	

☐ Amberbock 20	\$3.74		—	Draft Beer
ID: 49QVZ2SZQTNKW		Default	SKU:	

☐ Bud Light 16	\$3.27		—	Draft Beer
ID: NEXGMC4JG6NQM		Default	SKU:	

☐ Bud Light 20	\$5.14		—	Draft Beer
ID: P6809NPZ2GD5M		Default	SKU:	

☐ Corona Lt 16oz	\$3.74		—	Draft Beer
ID: SY1R3873PRHVE		Default	SKU:	

☐ Corona Lt 20oz	\$5.61		—	Draft Beer
ID: GJ0W440FDJN1C		Default	SKU:	

☐ Goose Island 16	\$3.74		—	Draft Beer
ID: SYZEPZK0PQD8Y		Default	SKU:	

☐ Goose Island 20	\$5.61	—	Draft Beer
ID: N0QBR502RCZ7M	<i>Default</i>	SKU:	
☐ Landshark 16Oz	\$3.74	—	Draft Beer
ID: GQQGTHERS4E8Y4	<i>Default</i>	SKU:	
☐ Landshark 20oz	\$5.61	—	Draft Beer
ID: 20HYE11PH28PW	<i>Default</i>	SKU:	
☐ Mic Ultra 16oz	\$3.74	—	Draft Beer
ID: S9FW51C9ZMQXE	<i>Default</i>	SKU:	
☐ Mic Ultra 20oz	\$5.61	—	Draft Beer
ID: 6V138N66PKH8T	<i>Default</i>	SKU:	
☐ Modelo 16	\$3.74	—	Draft Beer
ID: 44PMMGNC5YPRE	<i>Default</i>	SKU:	
☐ Modelo 20	\$5.61	—	Draft Beer
ID: DRKN5Y4TVQEA0	<i>Default</i>	SKU:	
☐ Shipyard IPA 16oz	\$3.27	—	Draft Beer
ID: 9J9GPZD06NSJW	<i>Default</i>	SKU:	
☐ Shipyard IPA 20oz	\$5.14	—	Draft Beer
ID: 8MSW32T26JXK0	<i>Default</i>	SKU:	
☐ Shock Top 16	\$3.74	—	Draft Beer
ID: FN2E5RZN4D4H4	<i>Default</i>	SKU:	
☐ Shock Top 20	\$5.61	—	Draft Beer
ID: B4R9DZ1VVQ1CE	<i>Default</i>	SKU:	
☐ Stella 16oz	\$4.67	—	Draft Beer
ID: PAZHASB00EQSW	<i>Default</i>	SKU:	



Inventory

Import Inventory

Export Inventory



Items

Categories

Modifier Groups

Labels

Setup

[+ Add New Item](#)

Search

[x Clear Filters](#)

FILTER BY

Wine

☐ Select All

Name	Price	Taxes	Product Code	Categories	Modifier Groups	Labels
☐ Cabernet Sauvignon	\$3.74			Default	—	Wine
ID: 39XKTEDJWKJA4				SKU:		
☐ Champagne	\$3.74			Default	—	Wine
ID: SH49PVSH6QQVA				SKU:		
☐ Chardonnay	\$3.74			Default	—	Wine
ID: RDNPV405J506P				SKU:		
☐ Merlot	\$3.74			Default	—	Wine
ID: GSHNE2FPNC3K2				SKU:		
☐ Pinot Grigio	\$3.74			Default	—	Wine
ID: 7WAKMGK8M6FH4				SKU:		
☐ Red Spritzer	\$3.74			Default	—	Wine
ID: HKWB27ZCAPB2E				SKU:		
☐ Red Tap Wine	\$4.21			Default	—	Wine
ID: FT3N1XTX43N0W				SKU:		

☐ Riesling	\$3.74	—	Wine
ID: 075NY6AW3FA20	<i>Default</i>	SKU:	
☐ Sangria	\$4.67	—	Wine
ID: 4RYXDEXJR2KCJ	<i>Default</i>	SKU:	
☐ Sauvignon Blanc	\$3.74	—	Wine
ID: F8D06X5W6HJ7C	<i>Default</i>	SKU:	
☐ White Spritzer	\$3.74	—	Wine
ID: BS4V30ANPX6QY	<i>Default</i>	SKU:	
☐ White Tap Wine	\$4.21	—	Wine
ID: YVHJGE0FE40MT	<i>Default</i>	SKU:	
☐ White Zinfandel	\$3.74	—	Wine
ID: 3BVQ5GZC56CZJ	<i>Default</i>	SKU:	



Inventory

Import Inventory

Export Inventory



Items

Categories

Modifier Groups

Labels

Setup

[+ Add New Item](#)

Search

[x Clear Filters](#)

FILTER BY

Mixed Drinks

☐ Select All

Name	Price	Taxes	Product Code	Categories	Modifier Groups	Labels
☐ Bloody Mary	\$4.67			—	Mixed Drinks	
ID: 2328Z03MPCDK2			Default	SKU:		
☐ Greyhound	\$6.31			—	Mixed Drinks	
ID: 0GA23J98GJTK2			Default	SKU:		
☐ Lemon Drop	\$6.31			—	Mixed Drinks	
ID: HYSQ3M28Y5WY			Default	SKU:		
☐ Madris	\$6.31			—	Mixed Drinks	
ID: E64FMNPWMJC16			Default	SKU:		
☐ Mango Daquiri	\$6.75			—	Mixed Drinks	
ID: 694ZVM7XG16KT				SKU:		
☐ Margarita	\$6.31			—	Mixed Drinks	
ID: W3AJM11J6DJ14			Default	SKU:		
☐ Miami Vice	\$6.31			—	Mixed Drinks	
ID: Q3GVPW3NKS56J			Default	SKU:		

☐ Mimosa	\$4.67	—	Mixed Drinks
ID: 4RRGQVD7Y6Y0Y	<i>Default</i>	SKU:	
☐ Mojito	\$6.31	—	Mixed Drinks
ID: 93QHXBMGQPQP6	<i>Default</i>	SKU:	
☐ Pina Colada	\$6.31	—	Mixed Drinks
ID: 1N3WDT6CPVDT2	<i>Default</i>	SKU:	
☐ Rum & Pepsi	\$6.31	—	Mixed Drinks
ID: V50VG5YBASC GT	<i>Default</i>	SKU:	
☐ Rum and mix	\$6.75	—	Mixed Drinks
ID: 75HAK4KAK7JCR		SKU:	
☐ Rum Punch	\$6.75	—	Mixed Drinks
ID: H4552AVYE7AAT		SKU:	
☐ Rum Runner	\$6.31	—	Mixed Drinks
ID: BKRQEAGQ2VFJR	<i>Default</i>	SKU:	
☐ Rum Sunset	\$6.75	—	Mixed Drinks
ID: D5411NW5BFGSR		SKU:	
☐ Screwdriver	\$6.31	—	Mixed Drinks
ID: GVZ73GPA51E5E	<i>Default</i>	SKU:	
☐ Seabreeze	\$6.31	—	Mixed Drinks
ID: 0VWY0VE7E1PWY	<i>Default</i>	SKU:	
☐ Strawberry Daiquiri	\$6.31	—	Mixed Drinks
ID: 6ZMCZW3GBFQ28	<i>Default</i>	SKU:	
☐ Tequila Sunrise	\$6.31	—	Mixed Drinks
ID: Q2N0YCW3AWWBC	<i>Default</i>	SKU:	

In addition to all of the food and beverage items that i have submitted as items we will be serving on a day to day basis, the following non food related items will also be available for purchase by our customers. Tee shirts, 10\$-20\$, Sweat Shirts, 20\$-30\$, Hats, 7\$-25\$ Flip Flops, 7\$-30\$ Sunglasses, 5\$-25\$ Swim Suits, 10\$- 40\$ Beach Bags, 12\$-35\$ Post Cards, 1\$-3\$ Jewelry, 2\$-20\$ Sun Tan Lotion, 3\$-12\$ Beach Balls, Toys, Shovels, Buckets, Squirters, Floats etc. 2\$- 20\$



AGREEMENT

March 23, 2018

Michael Janeczek
423 Lotus Path
Clearwater, Florida

RE: Landscape Architectural Services - St. Pete Beach Concession Stand

PROJECT DESCRIPTION:

Landscape Architectural services for Concession Stand, St. Pete Beach, Florida.

SCOPE OF WORK:

Provide the following Landscape Architectural services:

- Preparation of a Concept Building / Landscape Plan.

SCOPE OF SERVICES:

Assimilation of Data: Analysis and evaluation of existing material and conditions; initial discussions with client to establish the project criteria and set pre-determined goals; plan is conceptual only and may not necessarily meet all codes.

Final Documents: Final plans to include landscape plantings, amenities, floor plan concept layout for building, and common areas. Note: Client will hire Architect to expand initial concepts to meet all required codes and restrictions.

CONSIDERATION:

COPLEY DESIGN ASSOCIATES agrees to provide the services stated as follows:

Concept Plan View\$1,875.00

to include:

One Photoshop rendering of one building facade (photo supplied by client)

Digital copies of concept plan and rendering. Color hard copies not included.

Note: Additional expenses not in above fee include delivery, mailing, printing cost (\$4.50 per sheet bound and folded black line copies only), additional client meetings, arborist consulting if required,

permitting and associated costs. Drawings are plan view only, elevations and/or perspective drawings are not apart of this contract. Bidding and construction management are not a part of this contract. Changes generated from owner or contractor may require additional services. All engineering items required by consultant or governing agencies shall be provided by owner. Item excluded from this proposal include cost estimates, record drawings, soils testing and engineering, additional inspections, revisions to drawings during construction due to owner or contractor changes. Revisions to approved plans shall be billed at \$95.00 per hour.

PAYMENT:

Retainer of \$1,000 due upon acceptance of proposal, balance upon delivery of Signed and Sealed drawings. Invoices to be paid upon receipt of invoice. Invoices not paid per schedule are subject to a service charge of 1.5% per month plus attorney/collection fees.

Additional services: Additional changes and/or modifications to approved plans by client shall be performed at an hourly rate of \$95.00/hour.

ITEMS SUPPLIED BY CLIENT:

Client shall provide all site surveys, tree surveys and inventories, topographical data, and architectural drawings appropriate to the project development and required by the Landscape Architect. Site plans, building tie-in survey supplied to Copley Design shall be AutoCAD drawing files. All civil engineering items required by consultant or governing agencies shall be provided by owner including proposed and existing elevations, soil test/boring samples, mean tide elevations SWFWMD requirements and other items as may be required during the design process. Landscape Architect does not guarantee project can be built for the budgets as proposed by client.

TERMINATION:

Either party may terminate this agreement by written notice ten (10) days prior to termination. Work completed to date prior to termination shall be billed at a prorated basis. This contract is not assignable.

ACCEPTANCE:

Michael Janeczek agrees to retain COPLEY DESIGN ASSOCIATES, INC, Inc. to provide the aforementioned services for the consideration and payment schedule.

Michael Janeczek

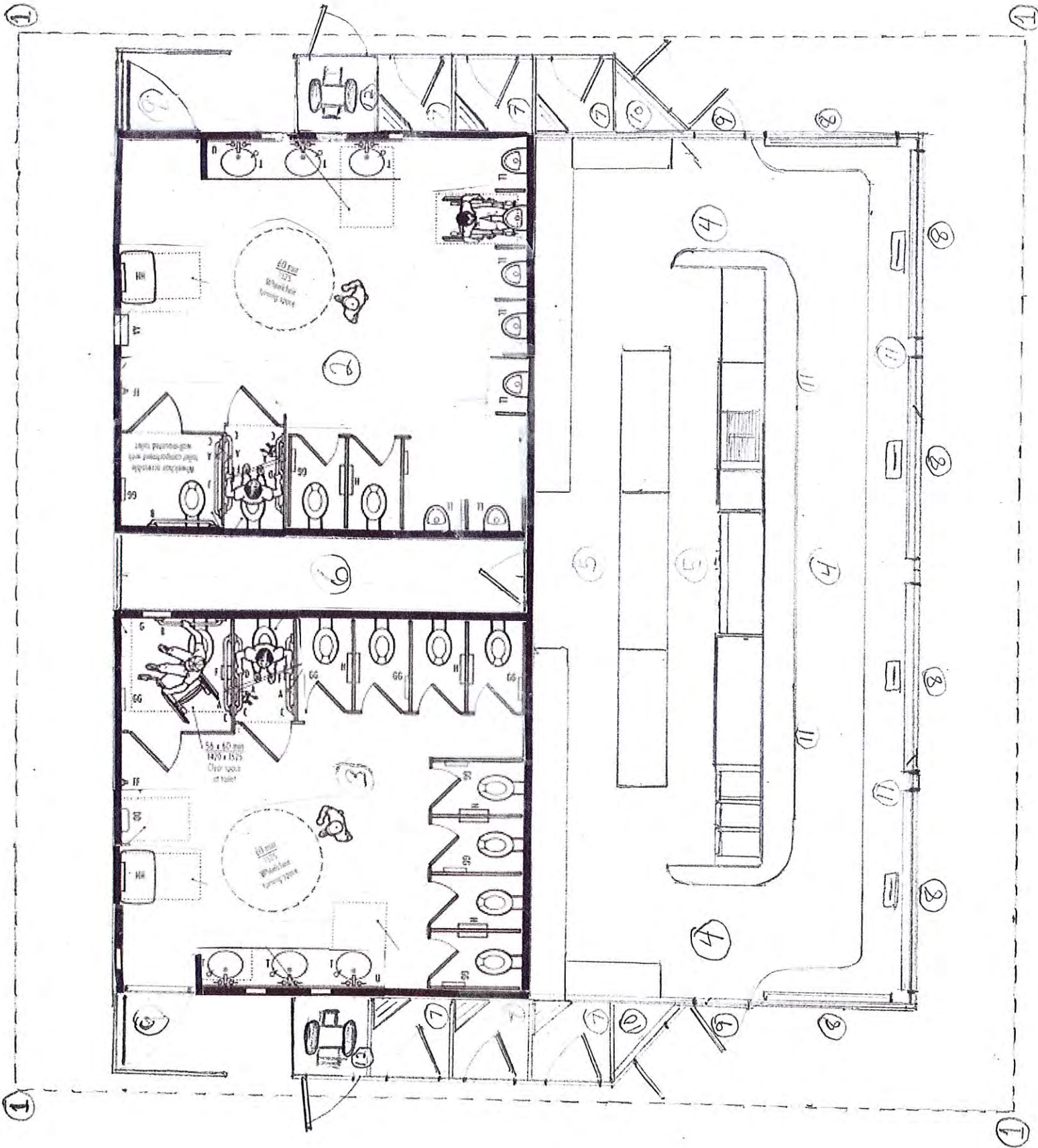
Date: 3/23/2018

Pass-A-Grille Bathroom / Building Renovation

The expansion of the bathroom facilities at the Pass-A-Grille location opens up a very profound opportunity to update and modernize the entire building. I have retained the services of a very creative architect to put together renderings of design concepts for improvements to the Pass-A-Grille property during the installation of the expanded bathroom facilities. As per my discussion with City Manager Wayne Saunders it would be advantageous to use the winter off season (December-January) to shut down the Pass-A-Grille concession for perhaps 2 months to perform a serious overhaul of the aged property. I have submitted a rough draft of potential upgrades to the Pass-A-Grille facility that include the expansion of the bathroom facilities from roughly 309 sq.ft. to 826 sq.ft. Adding 7 toilets to the ladies room for a total of 10, as well as adding an additional sink basin for a total of 3. The plan as you can see creates a much more open floor plan. The Men's room currently has 1 toilet and 2 urinals. My plan will add an additional 5 urinals to bring the total to 7. The plan also adds 3 additional toilets for a total of 4. We would also add 1 sink basin to make 3. Like the ladies room the design creates a very open floor plan. The plan also squares off the kitchen/ concession side of the operation and adds an additional 448 sq.ft. of much more user friendly space. By simply squaring off the structure we create an incredible amount of very usable space both on the inside as well as on the exterior. All of the changes can be achieved within the footprint of the existing structure thereby mitigating any potential FEMA issues. The Upham Beach Concession - The City has put a great deal of time and resources into the improvement of the Upham Concession. No structural improvements are required at this time. We will be

focusing our efforts on updating equipment and fixtures. We feel that the Upham Beach area is improving Rapidly and we are here to serve.

1. The Existing Roof Line
2. Men's Bathroom: Fully ADA Compliant. Four toilets of which one is ADA Compliant for full wheelchair access. A second stall will be an ambulatory handicap access stall. The remaining two stalls will be conventional. Seven stand-up urinals with dividers. Three sink basins all of which should be ADA Compliant with three soap dispensers and three hand towel dispensers. One Xlerator hand blower. One fold out ADA Compliant diaper changing station. Several pedestal hand sanitizer dispensers and a sufficient number of large trash containers.
3. Ladies' Bathroom: Fully ADA Compliant. Ten toilets with one being fully wheelchair accessible. A second stall for ambulatory handicap access. The other eight toilets will be conventional. Conventional toilet stalls will be the roomier 36" type. Three sink basins with mirrors all to be ADA Compliant. Three soap dispensers and three hand towel dispensers. One Xlerator hand blower. One fold out ADA Compliant diaper changing station. Several pedestal sanitizing dispensers. Sufficiently large trash containers with lids.
4. Large, flowing concession service area including six hurricane rated roll up shutters. Four full service lanes with registers to accommodate weekend traffic. Two side service windows to take drink orders from both sides.
5. Doubling the size of the kitchen space allowing more cooks at the grills/and fryers as well as prep stations. Tripling the amount of freezer and refrigeration space. These kitchen issues have always been incredibly problematic. These changes will allow us to completely update out kitchen and food storage facilities. I foresee cook times going from fifteen minutes to closer to eight-ten minutes. This will allow us also to minimize the time customers stand in line thereby creating a much better overall experience.
6. Six foot wide dry good storage area. Shelving down both sides sixteen (16) feet in length, eighteen inches in width, five shelves in height, sixteen inches apart. Creating two hundred and eighty-eight square feet of shelving surface.
7. Six 9'x4' changing stalls.
8. Hurricane rated roll up shutters. All automatic. Double locks for security. All shutters will be approximately eight feet in width and four and a half feet in height.
9. Steel security entry doors. Two for the bathrooms and two for the kitchen access.
10. Triangular exterior utility closets north and south sides of building.
11. Wall to wall uninterrupted hard surfaced service counters with backsplash for controlling spills and easy cleanup.
12. Handicap wheelchair storage. One on the North side and one on the South side.



Starson LLC- Affirmative Statement

We have broken the design and implementation process into five action areas which are detailed below. They are set forth in a loose chronological order knowing that they are largely overlapping.

A. Getting To Know Our Client – BB&T feels that it is imperative to know what makes **Starson LLC**. All companies have a culture that permeates it and affects the way it conducts business. We will use several means to learn about **Starson LLC** so that we can better serve you. Some of the factors we try to determine about **Starson LLC** are its...

- ◆ Needs and Desires
- ◆ Risk Tolerances
- ◆ Motivating Factors
- ◆ Growth Mode
- ◆ Attitudes

B. Data Collection and Analysis – Pertinent and accurate information is critical to good decision making. It is important to gather as much meaningful data as possible in the areas where it can have a bearing on the quality and/or cost of the insurance program. We look to the carriers and the insured for information in the following areas. BB&T Insurance Services is fortunate to have experienced staff who know the correct information to collect and how to analyze it to produce meaningful conclusions.

- ◆ Losses - Our claims consulting department seeks detailed information about loss experience. This information is subjected to intense analysis to determine loss trends (geographical, job function, accident types, etc.), reserving practices of the carriers, costs of claims, provide input regarding retention levels and make recommendations for improvements in the way claims are handled.
- ◆ Risk Control - Our risk control department seeks information about safety programs and procedures in place and how they are implemented. This department also closely analyzes loss runs to identify problem areas and how they can be corrected through loss control procedures. This analysis can help identify the effectiveness of safety and quality control programs



- ◆ Financial – BB&T Insurance Services, as part of a financial services holding company, has resources at its disposal that none of our competitors can claim. We can call on BB&T Capital Markets to provide information on the state of the industrial and medical gas industry to get a picture as to where the industry is headed in both the short term and long term. Our sisters at BB&T, the bank, can help us interpret the financial statements and provide insight that might make the account more attractive in the marketplace.
- ◆ Underwriting – Our account executives collect exposure information from **Starson LLC** to include in the specifications to the insurance market. Our marketing department helps determine the specific information needed by certain carriers to assist them with the underwriting process.

C. Marketing – Under the coordination of the account executives, insurance specifications are crafted using input from claims consulting, risk control, marketing, financial partners and underwriting. These specifications, which reflect the exposures, limits, retentions, coverages and target premiums desired by **Starson LLC** are delivered to the marketplace by our marketing department. Responsibilities of the marketing department include

- ◆ Identification of capable and interested insurance companies including alternative markets.
- ◆ Presenting the specifications to each market in a face to face meeting.
- ◆ Negotiations with carriers to obtain the most competitive programs available.

D. Communication – Throughout the entire renewal process effective communication is extremely important. We want to avoid surprises so we recommend a periodic status report via telephone with **Starson LLC** during the renewal process. BB&T has several departments working within their areas of expertise and it is crucial that each knows what the other is doing. Likewise we have periodic team meetings to disseminate important information and bring all team members up to date.



Insurance Services
Global Resources — Client Focused

E. Presentation – Our final results are presented to **Starson LLC** in the form of a formal proposal in a face to face meeting. Such meeting will be attended by the account executives and any other account team member whose input will enhance the proposal. It will be held far enough in advance of the inception date to allow for a thorough review of all options presented, ask questions and allow time for final negotiations with the carriers. The proposal will include:

- ◆ A clear explanation of the insurance program highlighting the
 - Coverage provided (including coverage gains and coverage losses)
 - Limits of liability
 - Retentions
 - Premiums and payment options
 - Carriers and their Best ratings
- ◆ Comparison with previous year's exposures
- ◆ Summary of marketing activity
- ◆ Recommended solutions to identified loss control and claims handling problems as well as insurance program changes



Insurance Services
Global Resources — Client Focused

Describe the process and the level of coordination within our organization for the sharing of market information and controlling carrier pricing for your clients? In what ways is your process different from other brokerage houses?

The most important goal in carrier placement is to work on behalf of **Starson LLC** in placing the business with the strongest carrier who offers the best terms and conditions. Our organizational approach is from the “top down” The President of BB&T and the Executive Management Committee meets regularly with senior management from the carriers we represent. This paves the way for our regional and local representatives to understand who we are and how we can develop relationships that fulfill our client’s needs.

Within our Executive Management Committee we have a Senior Vice President dedicated to market relations. He conducts quarterly teleconferences in which everyone from the production level can participate. During these discussions, there is an exchange of information from the various regions concerning the state of the market and opportunities for growth. We are brought up to date on various opportunities that have been negotiated by our Executive Management Committee with carriers. We are provided access to resources to enhance our marketing and pricing capabilities which benefit our clients.

The Regional Presidents for BB&T develop relationships within the various carrier reporting regions. They provide our production team with information and resources. Each region also has Marketing Managers given the authority to negotiate proposals and pricing to assist the production teams.

Information is disseminated through our email and intranet system as needed. BB&T also uses focus groups to develop products and pricing for special segments in the marketplace. This provides the client services and price which in turn provides value.

One of the things that distinguish BB&T Insurance from other brokerage houses is our ability to be flexible and react quickly to changes in the marketplace. There are no tremendous layers of corporate bureaucracy to tread through in the decision making process. Our local Marketing Managers have access to carriers from local to home office underwriters. When additional assistance is required, our Senior Management will actively participate in the process to make sure we obtain the best product and price for our client. No one forgets who our “boss” is; it is you, **Starson LLC**



Insurance Services
Global Resources — Client Focused

1. How do you assess and monitor the financial stability of major carriers?

BB&T maintains a committee of eight individuals called the Market Security Committee. They meet every other month to discuss the status of the companies with which we do business. If there is information forthcoming that has an immediate effect on our client base, they will call special sessions to determine the appropriate action we should take. This may include alerting our staff, informing our clients, perhaps even moving accounts mid-term should the situation warrant. The standard for BB&T is that the carriers we represent should maintain an A.M. Best rating of A- or better.



Insurance Services
Global Resources — Client Focused

Our Commitment

***Our commitment to you
is to listen and
understand your needs
and help you achieve
your objectives.***

***We will develop a risk
management strategy
specifically for you to
meet your unique
needs.***

***We will always make
your objectives our priority.***

***We will endeavor at all
times to deliver world
standard service, the
standard to which all
others will strive to
attain.***



Insurance Services
Global Resources — Client Focused

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

Issue Considered: Request approval for the City Manager to enter into an agreement for cabana services at Pass-a-Grille and Upham Beach with Sand Dunes Beach Services, LLC.

Date: August 14, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City issued a Request for Proposal for beach cabana services at both Pass-a-Grille and Upham Beach. We received proposals from Sand Dunes Beach Services, LLC, St Pete Watersports, LLC and Gulf Coast Paddle. Staff is recommending Sand Dunes Beach Services, LLC and authorization for the City Manager to enter into an agreement with Sand Dunes Beach Services, LLC.

Funding: N/A

Requested Motion: “I move to approve for the City Manager to enter into an agreement for cabana services at Pass-a-Grille and Upham Beach with Sand Dunes Beach Services, LLC.

Attachments: Agreement
Sand Dunes Beach Services, LLC Proposal
St. Pete Watersports, LLC Proposal
Gulf Coast Paddle Proposal
Request for Proposal

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICE AGREEMENT

Beach Concession Services

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

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' 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 Corey Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than February 24, 2020 ("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 Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

7. Vendor 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, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

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

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

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

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall

indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

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

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 here from 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. Vendor's proposal (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. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

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 Vendor:

Company name
Attn.: contact person
address
address

As to City:

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

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date"

of this Agreement shall be the date this Agreement has been executed by all parties.

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

Vendor:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

SAND DUNES BEACH SERVICES, LLC
3837 Belle Vista Drive East
St. Pete Beach, Florida 33706

June 27, 2018

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach Florida

Re: RFP – Beach Concession Services
Chair, Cabana and Umbrella Operations
Upham Beach and Pass-A-Grille

Ladies and Gentlemen:

We hereby submit our offer to handle the beach service business at Upham Beach and Pass-A-Grille Beach.

We are a business that is based here in the City of St. Pete Beach. We employ City residents. We are hands on owner operators that are literally on the beach every single day.

We protect the Beach. We are passionate about Safety and Cleanliness on the beach.

Our approach to the business model of the beach services business is quite different from others. We view our role as custodians of a public trust. Custodians of a Public Trust.

We respect that trust. We live here. We know the foundational elements for the beach are safety and respect for all of us. .

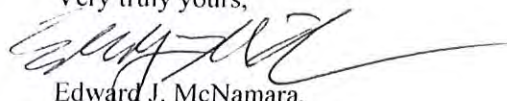
We are in essence ambassadors for the City of St. Pete Beach.

Our experience is considerable. We are experts in the subject matter of beach services.

We look forward to working together.

We thank you in advance for your consideration of engaging our company as your ambassadors.

Very truly yours,



Edward J. McNamara,
Managing Member



Proposal Title: Beach Concession Services
Chair, Umbrella, Paddle Sport and Cabana Rentals
at St. Pete Beach Upham Beach and Pass-a-Grille Beach

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SAND DUNES BEACH SERVICES, LLC
3837 Belle Vista Drive East
St. Pete Beach, Florida 33706

June 27, 2018

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach Florida

Re: RFP – Beach Concession Services
Chair, Cabana and Umbrella Operations
Upham Beach and Pass-A-Grille

Ladies and Gentlemen:

We hereby submit our financial offer to handle the combined beach service business at Upham Beach and Pass-A-Grille Beach.

We are agreeable to paying the sum of **\$40,000** a year payable in installments of **\$3,333.33** on a monthly basis.

We thank you in advance for your consideration of engaging our company as your Ambassadors.

Very truly yours,


Edward J. McNamara,
Managing Member



Proposal Title: Beach Concession Services
Chair, Umbrella, Paddle Sport and Cabana Rentals
at St. Pete Beach Upham Beach and Pass-a-Grille Beach

SECTION C

Past Experience and Capability
(Including Attachment 1)

Greg Taylor, Ted McNamara, and Joseph Pesce are the founding members of Sand Dune Beach Services, LLC ("SDBS"). SDBS was formed on December 11, 2010. We are distinctive from the majority of beach service operators in that we are hands on owner-operators that are physically present at our beach locations on a daily basis.

Gregory Taylor, SDBS President and Co-Chief Operating Officer, born March 15, 1957, in St. Petersburg, has resided in Treasure Island since 1961. Greg began summer work on the beaches of Pinellas County in 1968 at the age of 11. He was running a line of 30 umbrellas on Treasure Island Municipal Beach for the family business started by Greg's father, Clyde Taylor. Greg has been present on the beach each and every day for decades, barring injury, illness or infrequent vacation days.

The Taylor family itself has been operating the concession for rental of cabanas, umbrellas and lounge chairs at Treasure Island Municipal Beach since August 1955. In 1965, Clyde Taylor was awarded the license agreement by the City of Treasure Island for the beach area extending from 104th Avenue to 120th Avenue. The licensed area is approximately one mile in length, and is currently serviced by 80 cabanas, 80 umbrellas and 300 lounge chairs. In 1984, Greg assumed full operational control of the Treasure Island beach service business.



Ted McNamara, SDBS Chief Executive Officer, born on August 22, 1961 in Teaneck, New Jersey, has resided in St. Pete Beach since 2003. Ted is a 1985 graduate of Rutgers University (B.A., summa cum laude) and a 1988 graduate of The Columbia University School of Law. Ted practiced in private law firms in New York City and Connecticut prior to co-founding the law firm of Kroll, McNamara, & Vasington in May 1994. Ted was a member of the law firm's executive committee for 15 years with responsibility for all executive decisions of a 45-person, multi-million-dollar law practice. Ted focused his law practice in real estate law and finance, formally retiring from the practice of law in July, 2009. Ted has primary responsibility for the executive and business management policies of SDBS.

Joseph Pesce, SDBS Co-Chief Operating Officer, born March 28, 1961 in New York City, has resided in Madeira Beach since 2010. Joe owned and operated a number of delicatessen businesses in New York prior to retiring from that business life and moving to Florida. Joe and Greg work closely together, overseeing all aspects of SDBS's beach operations. Joe is also primarily responsible for assuring that all beach equipment is in good working order, properly maintained and is safe for customer use.

Sand Dunes Beach Service, LLC's first location for delivery of our beach service was the Madeira Beach Pinellas County Access Park. We have operated in that location since January 1, 2012, on a subcontract basis from Sand Key Beach Services, LLC (Peter Kreuziger and Karl Reidl).

Our beach service business model as more particularly described in Sections C and D of this submission has transformed this particular beach location in a number of positive ways, not only in terms of the caliber and quality of the beach service itself but in terms of the family friendly ambience and beach environment that our patrons experience on a daily basis.

SDBS has had considerable growth since its inception. Our beach service business model has been noticed by others and a number of new business relationships have evolved as a result.

We have listed on Exhibit A to this Section B the beach locations where SDBS currently operates. You will note from this exhibit that we operate at both private and public beach locations. The delivery of a beach service at a private resort or a condominium project certainly has similar and common operational denominators with servicing a public beach.

That said, public beaches really are very different from private beach locations and management of those nuances is critical to assuring the beach experience our patrons and non-patron visitors expect. We discuss the operational nuances of delivering a quality beach service in greater detail in Sections C and D of this submittal.



As is apparent from the geographic scope of our operation, we want to emphasize for your consideration that our past experience in delivering beach services is exclusively here in southern Pinellas County. Understanding the nuances of a particular beach environment only comes from hands-on day in and day out experience. Mother Nature and the Gulf of Mexico present volatility that certainly requires swift action from a safety standpoint from time to time. Management from a distance is fraught with peril in our view. The members of Sand Dunes Beach Services live in the beach communities in close proximity to where we operate because we know that physical proximity is essential to the ability to act immediately and swiftly.

Earlier this year, after seven successful years of operation at the St. Pete Beach County Access Beach, we were renewed for another five years. Perhaps unlike any other beach service company, we are well aware of and sensitive to the challenges of this rather unique beach location. Knowing the sand comes from being on the sand. We recognize there are interests of neighboring private property owners and concerns of the City of St. Pete Beach that must be respected. We recognize that a spirit of cooperation is in our collective best interest. As necessary, we have made adjustments to alleviate reasonable requests and concerns, and would continue to do so in any renewal term.

After years of experience, we have learned how to maximize the utilization of the St. Pete Beach County Access Beach area by affording a wide gateway up and down the center of the beach for ease of access to and from the forward area and the water. We have established setbacks on each side of our cabana lines, again for ease of access as well as a meaningful buttress from the private neighboring properties to the north and south of the public beach.

We have devoted a considerable amount of time gaining an understanding of the St. Pete Beach County Access Beach. We are wiser as a result of that effort and it will help our operation at Upham Beach and Pass-a-Grille Beach.



ATTACHMENT 1

Public & Private Beach Locations

Madeira Beach County Access Park

Upham Beach, St. Pete Beach

St. Pete Beach County Access Park

Treasure Island Municipal Beach

Private Beach Locations

Plaza Beach Resort, 4506 Gulf Boulevard, St. Pete Beach

Alden Suites Resort, 5900 Gulf Boulevard, St. Pete Beach

Post Card Inn, 6300 Gulf Boulevard, St. Pete Beach

Shoreline Island Resort, 14200 Gulf Boulevard, Madeira Beach

Schooner Hotel, 14500 Gulf Boulevard, Madeira Beach

Kima Condominium Association, 14300 Gulf Boulevard. Madeira Beach



Proposal Title: Beach Concession Services
Chair, Umbrella, Paddle Sport and Cabana Rentals
at St. Pete Beach Upham Beach and Pass-a-Grille Beach

SECTION D

PROPOSED SERVICES

Sand Dunes Beach Services, LLC ("SDBS") proposes to satisfy the requirements with respect to the proposed services to be provided to the County by:

Offering the highest quality beach equipment designed for beachgoer comfort that is available on the market; and

Employing individuals who represent the values and principles of our company and embrace our service standard, business philosophy and business approach as more particularly described in this submittal.

Description and Photos of Proposed Rental Equipment

Lounge Chairs

Our lounge chairs are made of heavy-gauge aluminum with 2-inch-wide virgin vinyl webbing and are double wrapped to insure strength and durability. Our lounges are specially treated with Ultra-Violet inhibitors for added sun protection for the beach visitor, making our lounge chairs ideal for use in a beach environment. The lounges are also elevated with a side pin on both sides of the chair that allows for ease of standing up and sitting down by the beach visitor (this is greatly appreciated by elderly visitors). We also maintain on the beach a supply of custom double strapped reinforced chairs for the comfort of our larger patrons.



Our lounge chairs are relatively lightweight - only seven (7) pounds. They are not attached to

the Cabanas which allows for ease of movement. That mobility allows the beachgoers to balance sun and shade for maximum comfort and enjoyment on the beach. Parents especially appreciate this mobile convenience, as it allows for the chair to be set a little closer to the water so they can be near their children.

Cabanas

We believe our Cabanas are the most versatile piece of beach equipment on the market. Our Cabanas are concession style, custom made of Sunbrella Marine Grade fabric. The fabric is secured to anodized metal ribs.

The Cabana itself adjusts forward or back. This allows the visitor the flexibility to create their own beach experience (simply lay down flat, sit-upright or set the chair at the half-way interval for an intermediate reclining effect). For families bringing very young children to the beach, simply setting the cabana to the sand creates the functional equivalent of a beach playpen (this is ideal for helping parents manage the beach moment for their infant and younger children).

On windy days, the versatility of the Cabana is very apparent. When the winds kick up and the sand is flying, dropping the Cabana back to the sand blocks the flying sand. This versatility allows for a wonderful beach experience despite inclement moments.



Umbrellas



Our umbrellas are 8-foot-high, concession-style, custom made of Sunbrella Marine Grade fabric. They offer adequate shade while permitting more air flow than the cabana. The fabric is secured to anodized metal ribs and a 1 1/2 inch-diameter solid wood center pole.

Placement of Equipment

With respect to the placement of our beach equipment, we are mindful and respectful of the public nature of the beach and place our equipment in a manner that leaves ample space for patrons who bring their own equipment.

The instinct of most beach service operators to press the forward area of the beach with equipment is counterproductive ultimately and that is a lesson SDBS learned long ago.

After years of experience in this location, we have learned how to maximize the utilization of the entire beach area and foster a smooth beach operation. We create open space in the forward beach area, and a wide gateway up and down the center of the beach for ease of access to and from the forward area. We also provide setbacks on each side of our cabana lines for ease of access as well as separation from the private neighboring properties to the north and south of the city beach concession.

Our operators are fully versed in this operational format and its effectiveness. We place and remove our equipment on a daily basis. We corral and secure the equipment each and every day. Each morning, our operators arrive at the beach in advance of any anticipated beach traffic and the daily weather conditions. The beach is then "Set" with equipment in light of anticipated demand for the day in question.

Our Cabanas are spaced in order to afford privacy to beachgoers (spacing of the cabanas for

privacy purposes is a distinguishing operational mode of our Company). The rear row of cabanas is typically preferred by more elderly visitors, given closer proximity to the walkways. The forward row is typically rented by families and children, given proximity to the waterfront. For those visitors who want to be closer to the water, we set umbrellas and chairs.



The Company maintains additional umbrellas and lounge chairs in two (2) corrals set to the rear of the beach. The station is situated in a manner to insure no obstruction for beachgoers, sanitation, police and permitted vehicles that utilize the beach.





Signage

Our signage is designed to afford all beach visitors the opportunity to quickly ascertain the existence of a beach service operation and the pricing. Our signage is in compliance with state law. We also indicate on our signage that credit and debit cards are accepted (in our experience the public is increasingly reliant on electronic payment). We use the FD400 credit card terminal produced by First Data Corp (merchant services partners of Bank of America).



We use sturdy A-Frame signs for purposes of awareness of the beach service and the rental pricing (please note that the pricing on the below picture of our signage reflects current pricing and we will be proposing an increase in that pricing as part of this proposal as more particularly described in Section D of this submittal). These signs are set to the rear of the beach away from the walkovers to insure that there is no obstruction to the walking paths. The signage is an efficient communication device. If a visitor desires our service, they simply approach the beach operators and inquire about the service.

Mobile Unit

SDBS owns trucks and flatbed trailers that are proximate to the beach at all times. We are capable of removing our equipment in the face of any dangerous weather condition in a period of hours. If and when necessary, we load our trailers attached to the company trucks and move all the equipment to our secure storage facilities located in St. Petersburg and Madeira Beach. We have multiple trucks and trailers and are capable of moving as swiftly as necessary to remove the equipment.





Florida Based Manufacturers

We have our equipment custom-made by Florida businesses that employ Florida residents and manufacture here in Florida. Our cabanas and umbrellas are made by Cushions Solutions, Inc. in Tampa, FL. Our lounges are made by The Windward Design Group in Sarasota, FL.

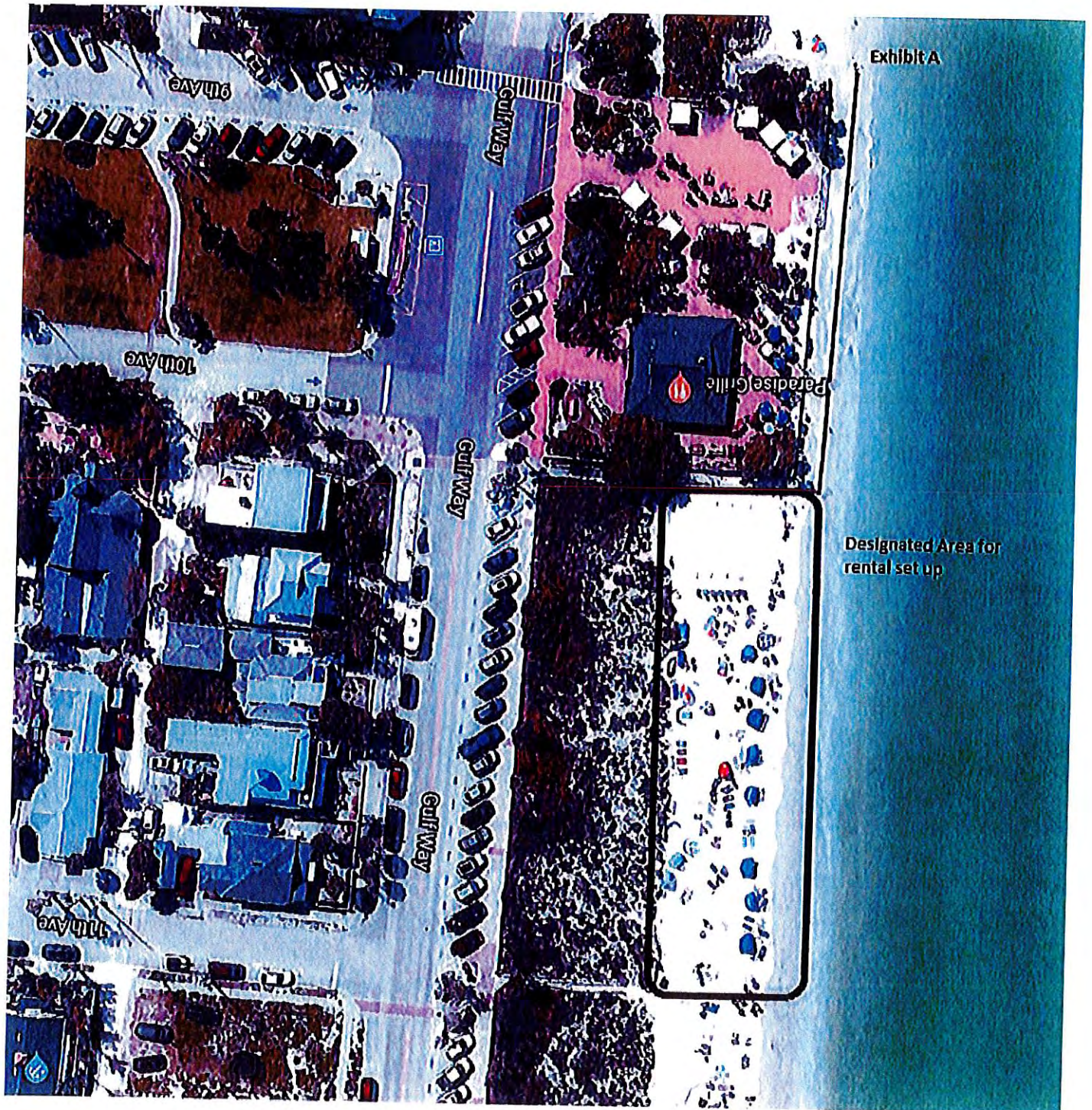
Proposed Levels of Equipment and Rental Rates

We propose the following levels of beach equipment for our beach service at St. Pete Beach Upham Beach and Pass-a-Grille Beach :

- 40 Cabanas
- 40 Umbrellas
- 80 Lounge Chairs
- 10 Paddleboards

<u>Equipment</u>	<u>Daily Rental Rates</u>
Lounge Chair.....	\$7.50
Umbrella.....	\$20
Cabana with 2 Lounges	\$30
Umbrella with 2 Lounges	\$30
Paddleboard	\$30

Attachment 2 - Pass-a-Grille Beach Concession Location



Attachment 2 - Upham Beach Concession Location





Proposal Title: Beach Concession Services
Chair, Umbrella, Paddle Sport and Cabana Rentals
at St. Pete Beach Upham Beach and Pass-a-Grille Beach

SECTION E

STATEMENT OF WORK

(OPERATIONS PLAN)

Sand Dunes Beach Services, LLC ("SDBS") proposes to satisfy the requirements with respect to the proposed work to be provided to the City of St. Beach Upham Beach and Pass-a-Grille Beach by requiring that each and every individual who is staffed to deliver our beach service observe and perform the day-to-day beach operation protocol attached to this Section E as Attachment 4. The specifics of our protocol were tailored based on our experience operating over the last 6 years at the St. Pete Beach County Access Beach.

The observance of our protocol by each and every staff member of SDBS is the foundation of our operational consistency. At its core the goal is to provide not only an excellent beach experience for all visitors but also a keen awareness of the health and safety issues that are part and parcel of the beach environment.

Minimum Operation Schedule (Hours of Operation)

The Minimum Operation Schedule set forth at Section E, Part III (B) (1) on page 13 of the RFP captures the heart of the beach season and is certainly agreeable. In our experience, there also is demand for the beach service outside those windows of opportunity, in particular during the months of September, October and February. November, December and January are typically very low-trafficked times and our operational thinking during those months is tailored to that level of demand.

Our proposed hours of operation are 9:00 a.m. to 6:00 p.m. daily (weather permitting). During the summer months when school is out and the sun sets much later than 6:00 p.m., we will remain open beyond 6:00 p.m. to accommodate working individuals who frequent the beach during the early evening hours. This willingness of SDBS is unique in the beach service business.



Proposed Staffing

Identifying and employing individuals capable of delivering a first-rate beach service is arguably the most critical aspect to our business. The St. Pete Beach Upham Beach and Pass-a-Grille Beach attracts visitors from all over the country and the world. People and communication skills are critical. Fluency in Spanish and other foreign languages is a real plus for us. Our goal is placement of staff with a skill set and demeanor that fits this rather unique beach environment.

Our staff is an extension of the community in a sense, and we hold them to the highest standard of civic duty. Our personnel are all required to be attired consistent with company standard clothing. Each employee of the company undergoes a thorough training by Greg Taylor or Joseph Pesce. Such training entails working for not less than 7 days side by side with the owner for purposes of conveying the varied nuances of a beach operation.

With respect to who will provide the beach service, we have attached as Exhibit A to this Section D a list containing the names of the individuals that we propose utilizing at the St. Pete Beach Access Park. Each of the individuals listed have proven they have the ability to handle not only the wear and tear of physical activity in a hot and humid environment but also at the same remain graceful as they deliver our service at the standard we expect of them.

As noted in our introduction above, we require each staff member to understand our Staff Operational Protocol (in particular the elements of that protocol designed to put safety first and foremost in their minds). The Protocol is attached as Attachment 4 to this Section E. Every staff member is required to read our Protocol and their individual performance is measured based on adherence to the methods we believe translate into a first-rate beach service.

Projected Revenue (with Methodology)

The projection of annual revenue from any beach location, given the primary variables of weather and the general condition of the economy, prevents exactitude. That said, SDBS has an established due diligence procedure and a methodology for purposes of underwriting projected revenue from any given beach location.

Due Diligence: More than any other variable, the size of the beach area, ultimately dictates our revenue projections. We literally pace by foot the entire available beach area for purposes of gauging responsible levels of equipment placing. We are mindful of density concerns and our equipment levels are intended to insure responsible density.



We consider accessibility and convenience in our underwriting of a beach location, since these variables directly impact the attraction of the beach and the opportunity for rentals. Beachgoers consider road access, parking areas upon arrival, reasonable distances from the parking areas to the sandy beach, and handicap access. Beachgoers are also magnetized by basic amenities, in particular conveniently located restrooms and food and beverage options.

Projected Revenue Methodology: There are wide variations in daily, weekly and monthly income in the beach service business, as is true of the hospitality industry in general. The seasonality aspect and the impact of inclement weather prevent pinpoint accuracy. Nevertheless, we can reasonably project revenue based on past experience (i.e., actual operating results from decades of experience in southern Pinellas County).

In our experience, the anticipated annual revenue from a given beach location can be reasonably quantified by multiplying the combined number of cabanas and umbrellas in a given location by an assumed annual income figure per each cabana/umbrella.

We project each cabana and umbrella at the St. Pete Beach Upham Beach and Pass-a-Grille Beach will generate \$2,500.00 per annum. We have proposed 40 cabanas and 40 umbrellas for St. Pete Beach Upham Beach and Pass-a-Grille Beach. Accordingly, our projected revenue is \$200,000.00 per annum.

Business Management Policies

SDBS is a hands-on owner-operated company. Gregory Taylor and Joseph Pesce, two of the principals of the company, are physically present on the beaches we operate on a daily basis to confirm consistency of business operations. Edward McNamara performs the executive functions of the business and is therefore physically on the beaches less frequently, but nevertheless can be regularly seen out on the beaches insuring that the beach service meets the company standard.

The owners will be responsible for the day-to-day collection and recordation of sales and depositing of the cash portion of receipts. We accept credit and debit cards, and those sales are remitted directly to the business checking account. Excel spreadsheets reflecting total sales on a daily basis are maintained. Monthly sales are reconciled to the bank statements. Financial reports, in accordance with the County requirements, shall be submitted timely, in accordance with all obligations.



SDBS relies on qualified professionals to assure (i) company compliance with sales, tax, payroll and income tax issues, (ii) company compliance with insurance requirements; (iii) proper banking; and (iv) legal compliance. A Certified Public Accountant approved by the county will be utilized for purposes of comforting the proper accounting of business income. SDBS does background checks and communicates with not less than two references for any proposed individual for work with our company.

Our business management philosophy extends beyond the day-to-day details of running a beach service company. We recognize and understand that by virtue of our role and presence we become in some sense stewards of the beach. We are part of a larger environmental community and support to the best of our abilities the efforts of those organizations and individuals seeking to preserve that environment and protect all species that are part of the ecosystem.

We are proud supporters of Sea Turtle Trackers, Inc., efforts to protect the habitat of the sea turtles and work closely with that organization for purposes of assuring that our beach activities are consonant with that preservation. We have coordinated our beach operations with the Sea Turtle Trackers based in St. Pete Beach and Clearwater that monitor and protect nesting sea turtles in St. Pete Beach, Treasure Island and Madeira Beach. SDBS was one of the first companies in St. Pete Beach to unequivocally state it would move all of its beach equipment to the rear of the beach area during the sea turtle nesting season. We enclose with our submission a letter of support from Sea Turtle Tracker's, Inc. for your consideration, together with a letter of thanks from them related to our efforts.

Merchandising and Marketing

We will be advertising through multiple mediums for purposes of promoting the beaches of Pinellas County operated by us. We live in the electronic age of course, and we intend to have our online website listed and linked with the online leaders in the travel industry.

We are members of the Tampa Bay Beaches Chamber of Commerce and our Company brochures will be placed in the kiosks maintained by that organization at its corporate offices on Gulf Boulevard in St. Pete Beach as well as at John's Pass.

There are numerous print and online media operating in Pinellas County that reach residents, tourists and visitors. We anticipate advertising in Paradise News, TampaBayNewsWire.com and similar print and online advertising.



ATTACHMENT 3

Proposed Staffing

<u>Name</u>	<u>Residence</u>	<u>Years of Experience</u>
Greg Taylor	Treasure Island	47
Mike Pawnell	Treasure Island	36
Frank Taylor	Largo	21
Ted McNamara	St. Pete Beach	6
Joseph Pesce	Treasure Island	6
Sam Walji	St. Petersburg	4



ATTACHMENT 4

SAND DUNES BEACH SERVICES

STAFF OPERATIONAL PROTOCOL

St. Pete Beach Upham Beach and Pass-a-Grille Beach

I. Mother Nature.

The daily predicted weather forecast must be reviewed and understood prior to arriving on the beach. There are a number of websites that make that information readily available (e.g. Bay News 9, Accuweather or any other media that reports weather in a comprehensive fashion). Process what is coming at you every day -- Some will be real easy to process; others will not. This work should be done in the morning before you head to the beach (weather changes overnight, hence the emphasis on a morning review).

Focus on the following very important details, and note that the owners are watching the same information and will often be in contact with you to discuss adjustments as appropriate under the circumstances.

Winds: If the projected winds will be north of 15 Knots we do not stake Umbrellas. If the projected winds will be north of 25 Knots we will be closed. Risk management is critical in these moments.

Tides and The Mean High Water Mark: You must understand the tides (and in particular the timing of high tide). The placement of umbrellas is a direct function of the high tide line. This line is typically visually clear based on the debris line created by the Gulf of Mexico from the previous night.

Our umbrellas should be staked 15 yards behind that high tide line (such 15-foot setback line, the "Forward Line"). By not placing our cabanas and umbrellas beyond this Forward Line, we insure adequate beach beyond the Forward Line for the beach walkers and the public. Just as important, we do not trespass on property that is owned by the State of Florida and not licensed to SDBS for beach services.



You will often observe the neighboring resorts to the north and south of the County beach staking umbrellas virtually in the water. The area below the Forward Line is our line of demarcation and we **DO NOT GO BEYOND THE FORWARD LINE** even when the adjacent properties do so.

Moon Tides: We will let you know when there is a moon tide. In such moments the water will come clear across the beach. We do not stake equipment on these days. Period! Everything stays to the rear of the beach by the corrals. If a moon tide is coupled with a westerly wind, the gulf water will stream clear across the sand and into the dunes. In such moments, you should be prepared for a substantial debris cleanup the morning following such a tide.

Red Tide: The Florida Fish and Wildlife Conservation Commission has a website that reports on the status Of Red Tide blooms (click the "Research" icon on the website's home page and you will see that information). You should read the report regularly for purposes of understanding the movement of the Red Tide. You will be asked by visitors what the status of the Red Tide is from time to time and this effort will prepare you for that moment. For people with severe or chronic respiratory conditions, such as emphysema or asthma, Red Tide can cause serious illness. If you see an unsuspecting visitor having breathing difficulties, immediately alert them of the danger.

Shelf Clouds: This one is one of the most dangerous conditions we will encounter when on the sand. It is a cloud formation that packs a powerful burst of wind. It is a tightly-lined layer of clouds that slowly moves along the shore and then in an instant pushes heavy winds straight across the sand.

If the shelf cloud's color is white, it's a 30 to 40 MPH blast minimum. If its color is black, it's 50MPH plus minimum. When you see the layered shelf forming, alert all beachgoers of the risk as most will not be aware of its ferocity. Focus the warning particularly on the unsuspecting tourists with young children regardless of whether they rented equipment. Tell them to get to their cars. The burst of wind is typically over in 20 minutes.

After warning the beachgoers, the equipment must be lifted and secured. We will give you the heads up when a shelf cloud happens and roll in extra help when we see these moments. Once everything is secure, clear out.

Dew Points: The dew point is your guide to the level of humidity you will encounter on any given day. Please pay attention to the numbers. Hydration is critical when the dew point is north of 65. If it is north of 70, double your anticipated level of fluids for the day. Alternate between water and Gatorade or Gatorade equivalents. If you fall behind on hydration, your legs will be the first to go. We work as a team and everyone must be sure to stay on top of this important detail.

Lightning: If you see lightning in the distance, immediately alert everyone on the beach, secure the equipment swiftly and get off the sand and take proper cover.



II. Weather Forecasts/Adjustments:

We certainly focus on the weather forecast, and use that as a guide, but as you know the forecast is not always right. One of the virtues of living on the beach is the ability to test the forecast with your own eyes. Of course, take the time to know the predicted forecast, but always use your eyes as a double-check. Note that it is critical that operational adjustments are made when you see an unanticipated adverse condition moving in on us. The owners follow these moments carefully so you will not get caught off guard.

III. Opening the Beach:

Timing: Every month is different. Every day of the week is different. That is the nature of the beach. Working the Beach is not a 9 to 5 Job. Shift Hours will vary based on our understanding of weather and the seasonal aspect of the business. It is a fluid and sometimes volatile business. The beach manager will call out the necessary plays as we experience what is coming at us.

Set-Up: It is critical that we are ready to go in timely fashion. We must be ready before the visitors arrive. Here is what we mean by the word "Set-Up".

Tool Box: The morning opener must be sure to have the key to the master locks that secure our equipment before heading to the beach. Each night, the morning operator must also be sure that the drill batteries and the credit card terminal batteries are charged. Paper rolls must be in the terminal (with a back-up roll in your backpack just in case). And of course, all of these tools need to be brought to the beach. If coordination among operators is necessary, coordinate.

Garbage: All Garbage must be removed from the entire beach area. Every day. First thing. It's not pretty on occasion, but it is critical that the beach present the proper aesthetic for our visitors. We take pride in the cleanliness of our beaches. It is one of our hallmarks.

Cleaning of Chairs/Fabric: Same Thing. All equipment must be clean. If tackled on a daily basis, this is a manageable task. The Seagulls are certainly a challenge but keep in mind that they are a cost-free sanitation department in certain respects (e.g., prompt removal of food debris). We will furnish a cleaning solution and towels for purposes of the necessary daily cleansing.

Sand Holes: As you all know, from time to time we encounter craters and other divots on the public beach. As you also know, there are beach rakes at the umbrella corral. The rakes are there for purposes of facilitating the filling of the craters and other ankle pending threats on the beach. Every Day, once again, these dangerous conditions must be addressed as part of the morning Set-Up before the visitors arrive at the beach.



IV. Operating the Beach:

Aesthetics:

Attire. We provide at the company's expense standard yellow cotton shirts with our company name on the front and our company name and Logo on the back. We will provide our standard Sunfari hats, also at the Company's expense. Name tags will be provided to each employee. All of this is mandatory.

Smoking: Appearance does matter and we are Old School. Cigarette Smoking is prohibited. Period. It is simply not inviting for a parent with young children to approach a beach operator in a cloud of cigarette smoke. It's not inviting on any level. Period.

Grooming. Yes, grooming is an aesthetic that matters. We expect that. Period.

V. The Concierge Effect:

The business model of SDBS is premised on the belief that we can create a resort-like atmosphere on a public beach through delivery of a service in accordance with our protocol. To that end, it is important that each and every staff member understand that they are available to the best of their abilities to answer any reasonable questions relating to the beach and the community that a visitor to the beach may have. The locals know their way around for the most part, but the tourists often do not. Questions ranging from location of restrooms and the fresh water showers to the names of local retailers (e.g., restaurants) will be asked on a daily basis.

We are there as a resource to guide to the best of our ability and that guidance is an important part of our service.

SECTION D - VENDOR REFERENCES

PROPOSAL TITLE: CONCESSION SERVICES - CHAIR, UMBRELLA AND CABANA RENTALS AT ST. PETE BEACH
ACCESS PARK

PROPOSAL NO.: 178-0140-R (RG)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: SHAD DUNES BEACH SERVICES LLC
LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: SIX (6) YEARS
BUSINESS ADDRESS: 3937 BELLE VISTA DRIVE EAST, ST. PETE BEACH, FL 33706
HOW LONG IN PRESENT LOCATION: 2 YEARS
TELEPHONE NUMBER: (727) 742-4010
FAX NUMBER: NONE
TOTAL NUMBER OF CURRENT EMPLOYEES: 5 FULL TIME 4 PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: ALDEN SUITES
ADDRESS: 5900 GULF BOULEVARD
ST. PETE BEACH, FL 33706
TELEPHONE/FAX: (727) 360-7081
CONTACT: R. GARY RENFROW, PRESIDENT
CONTACT EMAIL: GARYRENFROW5@GMAIL.COM
COMPANY EMAIL ADDRESS: ALDEN BEACH RESORT.COM
2. COMPANY: SHORELINE ISLAND RESORT
ADDRESS: 14200 GULF BOULEVARD
MADEIRA BEACH, FL 33706
TELEPHONE/FAX: (727) 397-6441
CONTACT: MICHAEL MARSH, PRESIDENT
CONTACT MAIL: INFO@SHORELINEISLAND
RESORT.COM
COMPANY EMAIL ADDRESS: RESORT.COM
3. COMPANY: THUNDERBIRD BEACH RESORT
ADDRESS: 10700 GULF BOULEVARD
TREASURE ISLAND, FL 33706
TELEPHONE/FAX: (727) 367-1961
CONTACT: DAVID KING, OWNER
CONTACT EMAIL: DAVID@THUNDERBIRD
FLORIDA.COM
COMPANY EMAIL ADDRESS: THUNDERBIRDFLORIDA.COM
4. COMPANY: THE PAGE TERRACE
ADDRESS: 10500 GULF BLVD, TREASURE ISLAND, FL 33706
TELEPHONE/FAX: (727) 367-1997
CONTACT: ARTHUR CZYSZCZAK, OWNER
CONTACT MAIL: PAGE TERRACE@GMAIL.COM
COMPANY EMAIL ADDRESS: PAGETERACE.COM



Pinellas County Board of County Commissioners
400 S. Ft. Harrison Ave.
Clearwater, FL

Re: Concession Services – St. Pete Beach Access Park

Dear Commissioners:

I am writing in support of the proposal of Sand Dunes Beach Services, LLC (SDBS) responding to your Request for Proposals for concession services at the St. Pete Beach Access Park.

Sand Dunes Beach Service is entering its fifth year managing our beach cabana, Umbrella, and lounge chair operation. Prior to engaging SDBS to operate our concessions, we inspected their operation at the SPB Access Park as part of our due diligence. WE were impressed with the quality of their equipment and the manner of their operations on the beach.

SDBS has been timely throughout with all their financial reporting and fee payments to the Alden. They have been excellent business partners in every sense, and have been strong supporters of a number of charitable events that we host at our hotel.

I can confirm to you that they conduct their concession at a very high level of professionalism. We think they are doing a great job and would be a continuing asset for the County at the SPB Access Park.



I highly recommend SDBS to you.

Please contact me with any questions.

Sincerely,

R. Gary Renfrow

President, Alden Enterprises, Inc.

**Shoreline Island Resort
14200 Gulf Blvd
Madeira Beach, FL 33708
(727) 397-6641**

December 29, 2017

Pinellas County Board of County Commissioners
400 S. Ft. Harrison Avenue
Clearwater, Florida

Re: St. Pete Beach Access Park

Ladies and Gentlemen:

We are writing to recommend Sand Dunes Beach Services, LLC in connection with their proposal to operate the cabana, umbrella and lounge chair concession service at the St. Pete Beach Access Park.

We have worked with Joseph Pesce and Sand Dunes for 5 years. During that time, Joe and his operators have operated the cabana, umbrella and lounge chair concession services behind our resort at a first class level. They arrive early on the beach, they clean the beach and open their equipment all prior to the time our guests leave the resort and head to the beach. They do the little things that in the aggregate substantially enhance the beach experience for everyone.

Joe and his operators have excellent customer service skills and they deliver their beach service with a professionalism that is regularly noted by our guests. We of course greatly value the image their effort provides for our resort.

Sand Dunes Beach Services has our highest recommendation.

Sincerely


Michael Marsh, President



*"Where St. Petersburg's
Central Avenue meets
the Gulf of Mexico"*

10700 Gulf Boulevard
Treasure Island, FL 33706
Toll free 1.800.FOR.BIRD
Phone and fax 727.367.1961

January 1, 2018

Pinellas County Board of County Commissioners
400 S. Ft. Harrison Avenue
Clearwater, Florida

Re: St. Pete Beach Access Park

Dear County Commissioners:

I am writing to recommend Sand Dunes Beach Services, LLC in connection with its proposal to operate the cabana, umbrella and lounge chair concession serve at the St. Pete Beach Access Park.

I have known Greg Taylor and his family for over 45 years. They have operated behind our resorts in Treasure Island during that time. Our businesses (the Thunderbird Beach Resort, Sea Castle Suites and the Tahitian Beach Motel) have been very fortunate to have such a quality beach service, as year after year our guests tell us about their satisfaction with the concession service.

I can write from first hand experience that any operation involving Greg Taylor and Sand Dune Beach Services will be run courteously and with professionalism. Greg has a friendly manner and excellent interpersonal skills that are an essential ingredient to success on the beach. His extensive knowledge of the area and constant contact with the visiting public makes him an Ambassador for the area. He always has time to answer questions and assist visitors in any manner necessary. My staff and I have worked with Greg throughout the years and his operation has an excellent reputation on Treasure Island.

The depth of knowledge and experience in the beach service business as well as the passion that Greg and Sand Dunes have for providing service to the public will most certainly be an asset to St. Pete Beach.

I highly recommend Greg Taylor and Sand Dunes Beach Services. Please feel free to contact me with any questions at 727-644-9544.

Sincerely,

David King
Tri-King, Inc.
Tahitian Treasure Island, LLC

The *Page*
Terrace
10500 Gulf Boulevard
Treasure Island, Florida 33706
(727) 367-1997 • (800) 532-6569

December 28, 2017

Pinellas County Board of County Commissioners
400 South Fort Harrison Avenue
Clearwater FL 33756

Re: St. Pete Beach

Ladies and Gentleman,

We are writing to recommend Sand Dunes Beach Services, LLC in connection with their proposal to operate the cabana, umbrella and lounge chair concession services in St. Pete Beach.

We have known Mr. Greg Taylor and his family for over 27 years and they have operated the cabana, umbrella and lounge chair concession services behind our resort in Treasure Island during that time. We have partnered in business with Greg Taylor throughout the years and consider his operation to be a tremendous value to our resort business and Treasure Island tourism. We can assure you that our customers have been very satisfied with the quality of the beach service operated by Mr. Taylor and his family.

I can write from personal experience that any operation involving Mr. Taylor will be run courteously and with professionalism. Mr. Taylor has a friendly manner that is an essential ingredient to success on the beach. We have worked with Taylor Beach Service throughout the years and this operation has an excellent reputation here in Treasure Island as he has been in business since 1955.

Mr. Taylor is a pro-active beach operator, and he and his partners make a point of developing close relationships with our guests. Many of our guests are return customers and Mr. Taylor and his beach operation is one of the amenities that our customers seek. We think you can expect the same at the Saint Pete Beach Access Park.

Therefore we give Sand Dunes Beach Services our highest recommendation.

Sincerely,



Arthur Czyszczon, Owner
Page Beach Beachfront Hotel

Sea Turtle Trackers
2401 Pass-a-Grille Way, St. Pete Beach, FL 33703
(727)744-6524
loggerhead@seaturtletrackers.org
seaturtletrackers.org



Sea Turtle Trackers
ST. PETE BEACH
SINCE 1979

May 9th, 2016

Edward McNamara
Sand Dunes Beach Services LLC
3837 Belle Vista Dr E
St. Pete Beach, FL 33706

Dear Edward,

Because of your heart-warming generosity on Tampa Bay Give Day 2016, the sea turtles of St. Pete Beach and surrounding areas will continue to be protected and their habitat cared for by our organization. Sea Turtle nesting along the west coast of Florida has seen an exponential increase over the past several years, and thanks to gifts like yours, conservation efforts to ensure a healthy nesting environment and protections for their nests can continue to grow with the population of sea turtles.

Your donation goes a long way towards helping us purchase a more reliable vehicle for our daily sea turtle nesting patrols. Our vehicles are imperative for locating and monitoring sea turtle nests on St. Pete Beach and Shell Key throughout the nesting season, and responding to sick or injured sea turtles and transporting them to rehabilitation facilities to receive life-saving care year-round.

We are so lucky to have supporters like you who share our love and respect for sea turtles, and very fortunate that we are able to contribute to ocean conservation efforts. We couldn't do it without you. Thank you for helping us help the turtles!

With sincerest gratitude,

Joe Widlansky

VP of Operations
Sea Turtle Trackers
turtlejoe@seaturtletrackers.org
(727)744-6524

Sea Turtle Trackers, Inc.
PO Box 67422
St Pete Beach FL 33736

<http://www.seaturtletrackers.org>

December 26, 2017

Pinellas County Board of County Commissioners
400 S. Ft. Harrison Avenue
Clearwater, Florida

Re: Concession Services – St. Pete Beach Access Park

Ladies and Gentlemen:

We are writing in support of Sand Dunes Beach Services, LLC in connection with their beach concession operation at St. Pete Beach Access Park.

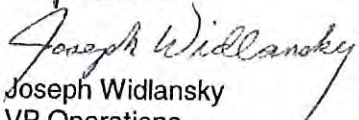
We first met Ted McNamara and his company a few years ago when we reached out to the resorts and other property owners in St. Pete Beach regarding the legal requirement to move beach equipment to the rear of the beach to allow unobstructed paths for nesting sea turtles. Sand Dunes complied with our request without any debate or hesitation whatsoever. Their cooperation was greatly appreciated and set a great example on the beach.

Sand Dunes Beach Services has consistently continued to help provide a clear path for nesting sea turtles. This has become especially important as we see the sea turtle population increasing annually at historic rates.

Ted and his wife Arlene have familiarized themselves with the day to day operations of Sea Turtle Trackers. We believe their efforts have been an asset not only to St. Pete Beach but to the greater beach community as well. We therefore strongly recommend them to you.

If you wish to discuss further, please feel free to contact me at 727-744-6524.

Best regards,



Joseph Widlansky
VP Operations
Sea Turtle Trackers, Inc.
turtlejoe@seaturtletrackers.org
727-744-6524

6:57 PM

12/27/17

Accrual Basis

Sand Dunes Beach Services, LLC

Balance Sheet

As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
13000 • Bank of America Checking	6,919.79
Total Checking/Savings	6,919.79
Total Current Assets	6,919.79
Fixed Assets	
15200 • Trucks	800.00
15500 • Beach Equipment	
15501 • Cabanas	27,375.00
15503 • Chairs	34,449.65
15500 • Beach Equipment - Other	15,141.69
Total 15500 • Beach Equipment	76,966.35
15505 • Trailers	1,500.00
16000 • Computers	2,943.34
16500 • Credit Card Terminal	1,090.33
17000 • Accumulated Depreciation	-83,299.46
Total Fixed Assets	0.56
Other Assets	
18500 • Loan to Shareholder Pesce	24,750.50
Total Other Assets	24,750.50
TOTAL ASSETS	31,670.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
23000 • Note Payable Ted McNamara	9.11
24000 • Payroll Liabilities	695.31
25500 • Sales Tax Payable	425.07
29000 • SUTA Payable	6.74
Total Other Current Liabilities	1,136.23
Total Current Liabilities	1,136.23
Total Liabilities	1,136.23
Equity	
30450 • Capital - McNamara	
30300 • Distributions - McNamara	-14,775.00
30450 • Capital - McNamara - Other	7,000.00
Total 30450 • Capital - McNamara	-7,775.00
30650 • Capital - Pesce	
30500 • Distributions - Pesce	-14,775.00
30650 • Capital - Pesce - Other	8,672.00
Total 30650 • Capital - Pesce	-6,103.00
30850 • Capital - Taylor	
30800 • Distributions - Taylor	-14,775.00
30850 • Capital - Taylor - Other	7,006.00
Total 30850 • Capital - Taylor	-7,769.00
Net Income	54,181.62
Total Equity	30,534.62
TOTAL LIABILITIES & EQUITY	31,670.85

6:57 PM

12/27/17

Accrual Basis

Sand Dunes Beach Services, LLC **Profit & Loss** January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	270,345.08
47900 • Sales	270,345.08
Total Income	
Expense	9,878.84
60000 • Advertising and Promotion	143.68
60200 • Automobile Expense	5,076.00
60300 • Auto Lease Payments	6,831.20
60400 • Bank Service Charges	40,140.00
60600 • Beach Equipment/Supplies	1,528.62
61700 • Computer and Internet Expenses	9,189.68
61800 • PC MB Concession fee	1,350.00
61850 • Donations	22,464.68
61900 • Concession Fee - SPB	30,000.00
62100 • Alden Rent	4,069.77
63000 • Hardware (bolts, locks, etc)	9,940.63
63300 • Insurance Expense	983.53
63400 • Interest Expense	689.66
63500 • Licenses and Fees	2,386.78
64300 • Meals and Entertainment	1,819.43
64400 • Miscellaneous expense	1,208.71
64900 • Office Supplies	34,740.82
65000 • Payroll - salaries	2,928.71
66000 • Payroll Tax Expense	1,095.00
66700 • Professional Fees	176.60
66800 • Postage and delivery	3,000.00
67000 • Rent - Tradewinds	19,367.76
67100 • MB Rent Expense	1,279.66
67200 • Repairs and Maintenance	371.01
67500 • Taxes	2,417.94
68500 • Uniforms	7,735.31
68900 • De Minimus Safe Harbor Expense	220,814.02
Total Expense	49,531.06
Net Ordinary Income	
Other Income/Expense	
Other Income	275.56
91000 • Sales Tax Commission	4,375.00
91100 • Vehicle use reimbursement	4,650.56
Total Other Income	4,650.56
Net Other Income	54,181.62
Net Income	

6:58 PM
12/27/17
Accrual Basis

Sand Dunes Beach Services, LLC
Profit & Loss
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	287,126.60
47900 - Sales	287,126.60
Total Income	
Expense	4,752.49
60000 - Advertising and Promotion	994.97
60200 - Automobile Expense	5,076.00
60300 - Auto Lease Payments	8,103.52
60400 - Bank Service Charges	53.18
60500 - Square cc fees	16,150.00
60600 - Beach Equipment/Supplies	0.00
61600 - Casual labor	1,192.69
61700 - Computer and Internet Expenses	203.29
61750 - Gifts	7,638.17
61800 - PC MB Concession fee	500.00
61850 - Donations	24,067.21
61900 - Concession Fee - SPB	31,000.00
62100 - Alden Rent	9,985.98
62200 - Rent - Upham Beach	2,439.49
63000 - Hardware (bolts, locks, etc)	8,161.90
63300 - Insurance Expense	1,902.47
63400 - Interest Expense	580.27
63500 - Licenses and Fees	943.15
64300 - Meals and Entertainment	530.73
64500 - OFFICE XMAS PARTY	201.55
64900 - Office Supplies	76,820.00
65000 - Payroll - salaries	6,852.33
66000 - Payroll Tax Expense	500.00
66700 - Professional Fees	127.28
66800 - Postage and delivery	1,000.00
66900 - Rent - Storage	16,309.28
67100 - MB Rent Expense	1,520.46
67200 - Repairs and Maintenance	881.64
67500 - Taxes	2,330.46
68500 - Uniforms	48,300.00
68900 - De Minimus Safe Harbor Expense	279,118.51
Total Expense	8,008.09
Net Ordinary Income	
Other Income/Expense	
Other Income	269.91
91000 - Sales Tax Commission	4,375.00
91100 - Vehicle use reimbursement	4,644.91
Total Other Income	
Other Expense	0.00
80000 - Ask My Accountant	0.00
Total Other Expense	4,644.91
Net Other Income	12,653.00
Net Income	

6:57 PM
12/27/17
Accrual Basis

Sand Dunes Beach Services, LLC
Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	7,822.94
Checking/Savings	
13000 - Bank of America Checking	7,822.94
Total Checking/Savings	7,822.94
Total Current Assets	
Fixed Assets	800.00
15200 - Trucks	
15500 - Beach Equipment	27,375.00
15501 - Cabanas	34,449.66
15503 - Chairs	15,141.69
15500 - Beach Equipment - Other	
Total 15500 - Beach Equipment	76,966.35
15505 - Trailers	1,500.00
16000 - Computers	2,943.34
16500 - Credit Card Terminal	1,090.33
17000 - Accumulated Depreciation	-83,299.46
Total Fixed Assets	0.56
Other Assets	29,125.50
18500 - Loan to Shareholder Pesce	4,365.89
18600 - Note Receivable - McNamara	
Total Other Assets	33,491.39
TOTAL ASSETS	41,314.89
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	3,238.39
Other Current Liabilities	439.50
22000 - BOA Line of Credit	446.05
24000 - Payroll Liabilities	3.33
25500 - Sales Tax Payable	
29000 - SUTA Payable	4,127.27
Total Other Current Liabilities	4,127.27
Total Current Liabilities	4,127.27
Total Liabilities	
Equity	
30450 - Capital - McNamara	-2,000.00
30300 - Distributions - McNamara	10,285.54
30450 - Capital - McNamara - Other	
Total 30450 - Capital - McNamara	8,285.54
30650 - Capital - Pesce	-2,000.00
30500 - Distributions - Pesce	9,957.54
30650 - Capital - Pesce - Other	
Total 30650 - Capital - Pesce	7,957.54
30850 - Capital - Taylor	-2,000.00
30800 - Distributions - Taylor	10,291.54
30850 - Capital - Taylor - Other	
Total 30850 - Capital - Taylor	8,291.54

6:57 PM

Sand Dunes Beach Services, LLC

Balance Sheet

12/27/17

As of December 31, 2016

Accrual Basis

	Dec 31, 16
Net Income	12,653.00
Total Equity	37,187.62
TOTAL LIABILITIES & EQUITY	41,314.89



SANDD-3

OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gifford-Heiden Ins - NG/VG 111 E Venice Avenue Venice, FL 34285 Victor L. Garraus	941-484-0681	CONTACT NAME: Victor L. Garraus PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835 E-MAIL: victorgarraus@giffordheidenins.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Wilshire Insurance Co.		
INSURER B: Markel American Insurance Co		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Non Owned Hired A GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO. ☐ LOC. ☐ OTHER AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$	X	X	CL00215592	02/02/2017	02/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC0024440-06	02/02/2017	02/02/2018	PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Pinellas County Board of County Commissioners is an additional insured for liability as required by contract. ISO form # CG 20 13 05 09
Waiver of subrogation in favor of PINELLAS COUNTY FLORIDA for Work Comp.

CERTIFICATE HOLDER

CANCELLATION

PINE026 PINELLAS COUNTY FLORIDA 315 COURT STREET CLEARWATER, FL 33756	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Victor Garraus</i>
--	--

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION - PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Pinellas County Florida & Pinellas County Board of Commissioners
315 Court Street,
Clearwater, FL 33756

Section II - Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

POLICY NUMBER: 4574449

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of St. Pete Beach

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute
Form**W-9**

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	Name (as shown on your income tax return) <u>SAND DUNES BEACH SERVICES, LLC</u>	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (Disregarded entity, C corporation, Partnership) <u>D</u>	
	Address (number, street, and all other parts) <u>3837 BELLE VISTA DRIVE EAST</u> City, state, and ZIP code <u>ST. PETE BEACH, FL 33706</u>	
	Requester's name and address (optional) 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 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 chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

453982613**Part II Certification**

Under penalties of perjury, I certify that:

- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined in the instructions).
- 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 4.

Sign
HereSignature of
U.S. person[Signature]

Date

12/29/17

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W-9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C. § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; cancellation of debt; or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payors must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.

State of Florida

Department of State

I certify from the records of this office that SAND DUNES BEACH SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 5, 2011, effective December 1, 2011.

The document number of this limited liability company is L11000136756.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on January 2, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2018*



Ken Detjen
Secretary of State

Tracking Number: CC1066119583

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of SAND DUNES BEACH SERVICES, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on December 05, 2011 effective December 01, 2011, as shown by the records of this office

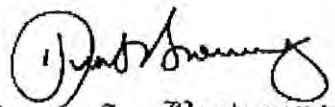
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L11000136756.

Authentication Code: 111205142727-600214886426#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of December, 2011




Kurt S. Browning
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L11000136756
FILED 8:00 AM
December 05, 2011
Sec. Of State
jsaulsberry

Article I

The name of the Limited Liability Company is:
SAND DUNES BEACH SERVICES, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
200 120TH STREET WEST
UNIT 1A
TREASURE ISLAND, FL. US 33706

The mailing address of the Limited Liability Company is:
200 120TH STREET WEST
UNIT 1A
TREASURE ISLAND, FL. US 33706

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
EDWARD J MCNAMARA III
200 120TH STREET WEST
UNIT 1A
TREASURE ISLAND, FL. 33706

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: EDWARD J. MCNAMARA III

Article V

The name and address of managing members/managers are:

Title: MGRM
EDWARD J MCNAMARA III
200 120TH STREET WEST
TREASURE ISLAND, FL. 33706 US

L11000136756
FILED 8:00 AM
December 05, 2011
Sec. Of State
jsaulsberry

Article VI

The effective date for this Limited Liability Company shall be:

12/01/2011

Signature of member or an authorized representative of a member

Electronic Signature: EDWARD J. MCNAMARA III

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

EXHIBIT D – SWORN STATEMENT

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: EDUARDO J. MCNAUL, MANAGING MEMBER
(Print individual's name and title)

for: SAND DUNES BEACH SERVICES
(Print name of entity submitting sworn statement)

at: 3837 BELLE VISTA DRIVE EAST, ST. PETE BEACH
(Business address)

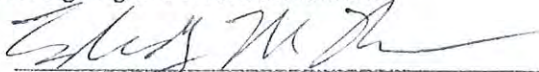
and (if applicable), its Federal Employer Identification Number (FEIN):

45-3982613
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and

City of St. Pete Beach
Request for Proposals (RFP)

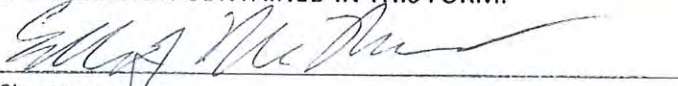
Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR AT OR IN EXCESS OF CATEGORY ONE OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

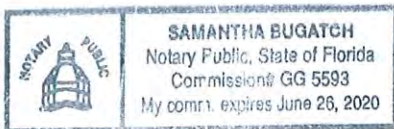

Signature

Sworn to and subscribed before me this 28th day of June, 2018

Personally known _____ or produced identification ☒

FL Driver License

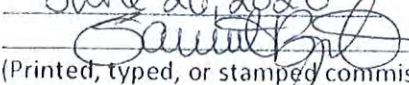
Type of Identification



Notary Public, State of
Florida, County of Pinellas

My commission expires

June 26, 2020


(Printed, typed, or stamped commissioned name of Notary Public)

City of St Pete Beach

**Request for Proposal for Beach
Concessions Service, Chair, Umbrella and
Cabana Rental Operations at Upham
Beach and Pass-a-Grille Beach**

June 29, 2018

St Pete Watersports LLC

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Experience and Qualifications

St Pete Watersports LLC was founded by Hunter Allen and Jesse Allen, to offer kayak and paddle board rentals, and kayaking charters to the best paddling locations in Pinellas County. As an owner operated company, St Pete Watersports has a vested interest in providing a high level of professionalism and customer service.

Hunter Allen

Owner/Supervisor/Beach Attendant

Hunter Allen is co-owner and hands on employee of St Pete Watersports. Hunter was born and raised on a cattle ranch in south central Texas and learned at a very early age the value of hard work with honor and integrity. He attended Texas A&M University where he studied veterinary medicine and wildlife management. After living in Colorado and Arkansas for several years, he moved to Nashville, Tennessee where he worked for 25 years in the guitar building and repair business. In 2007, he opened and operated Lulu's Coffee Shop, a restaurant in Watertown, Tennessee. He was in charge of the management operations which included overseeing several employees. Given his work history, Hunter has an extensive knowledge and experience in customer relations, a "must" when dealing with the public. A resident of St Pete Beach since November, 2016, Hunter is an avid environmentalist and is a strong advocate of the beach community.

Jesse Allen

Owner/Supervisor/Beach Attendant

Jesse Allen is a Coast Guard licensed captain and has worked as a beach attendant at the Tradewinds Island Grand since May, 2015. With extensive knowledge of the weather conditions that effect the beaches and the Gulf of Mexico, Jesse is well prepared to run a beach services company that provides a safe and fun environment to residents and visitors of St Pete Beach. With the belief that our relationship to water is vital to the prosperity of our community, Jesse is looking forward to the opportunity to partner with local groups working on behalf of marine conservation.

Scope of Services

St Pete Watersports proposes to meet the needed requirements by providing dependable and qualified individuals to represent the city, high quality beach rental equipment, and creative marketing to encourage additional attendance to the Upham and Pass-a-Grille beaches.

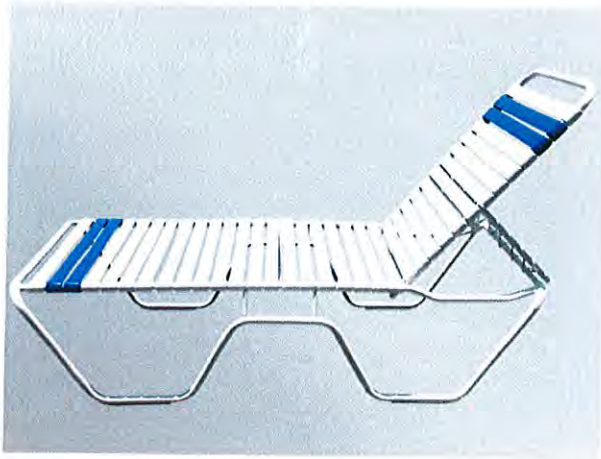
Description of Proposed Rental Equipment

All equipment is expected to last through the first term of the contract and will be maintained to be sanitary and aesthetically pleasing.

Chaise Lounge Chairs:

Commercial grade chaise lounge chairs purchased from Cushion Solutions. Made of powder-coated aluminum and 2" double wrapped virgin vinyl straps. Chair height of 16" elevation for ease of use.

Quantity: 120



Cabanas/Clamshells:

Sturdy commercial grade canvas cabanas/clamshells purchased from Cushion Solutions are 94" wide for plenty of room to accommodate two chaise lounge chairs. Made of aluminum with marine grade Sunbrella fabric. Cabanas will be set up for beach goers daily and can be adjusted to customers preferences. Cabanas come in a variety of colors to be selected by the city.

Quantity: 22



Umbrellas:

Commercial quality beach umbrellas manufactured by Cushion Solutions. Umbrellas are 7.5 ft. wide to provide ample shade and accommodate two chaise lounge chairs. They are constructed with durable Sunbrella fabric and wood poles. Umbrellas come in a variety of colors to be selected by the city.

Qty: 24



Paddle boards and Kayaks:

Sit-on-top single and tandem kayaks manufactured by Abaco will be offered with padded seats, adjustable paddles, dry bags, and Coast Guard certified life jackets equipped with whistles. Sit-on-top kayaks are ideal for both novice and experienced paddlers and are easy to board in small surf. Hyperlite and ACE-TEC paddle boards are purchased with novice paddlers in mind. They are light weight, durable, and will suit the needs of both experienced and inexperienced riders. They will come with adjustable paddles and Coast Guards certified life jackets equipped with whistles.

Quantity: 4 single kayaks, 2 tandem kayaks, 8 paddle boards



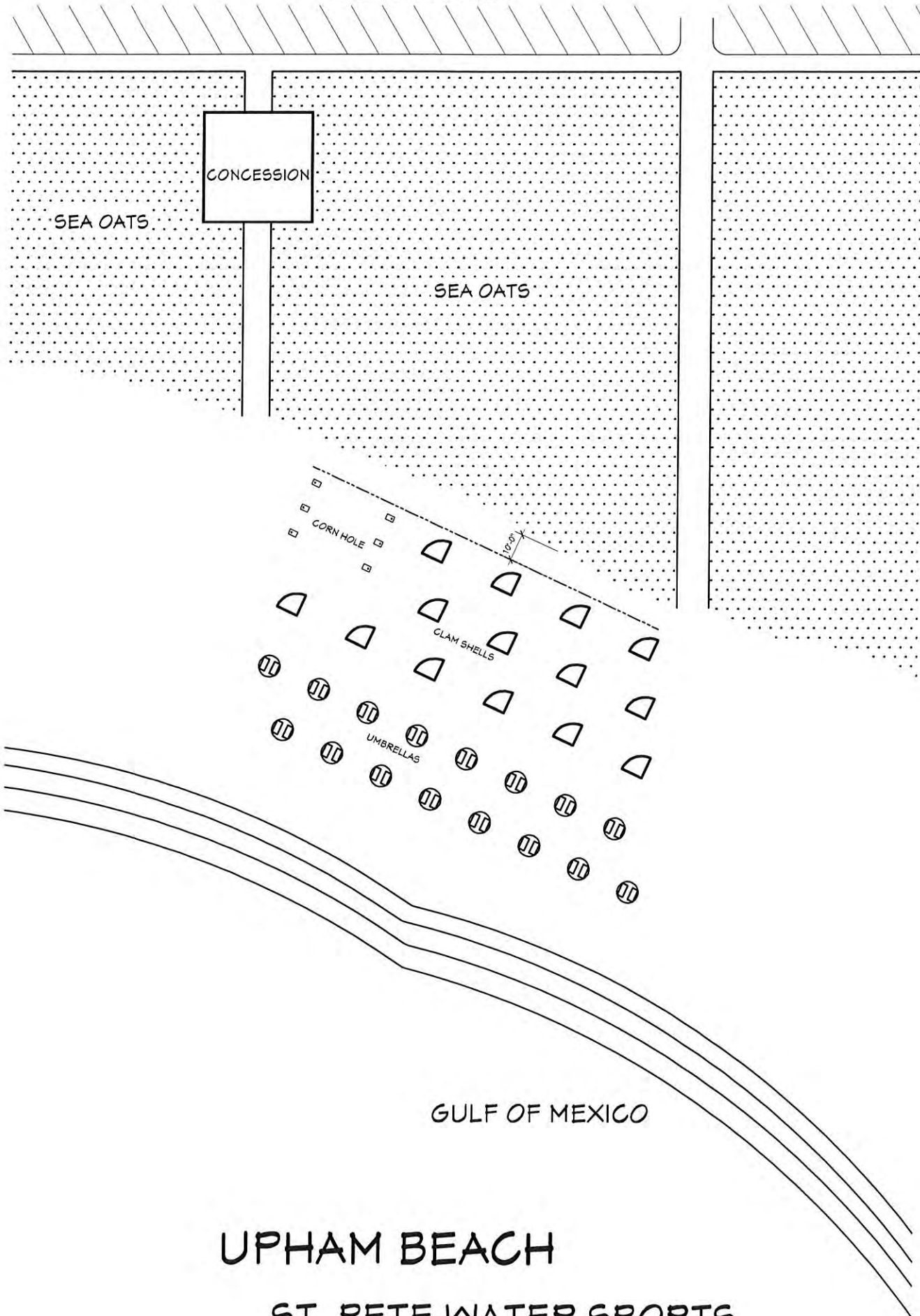
Placement of Proposed Equipment

All equipment setup and placement areas will be in accordance with RFP guidelines. Site plans are as follows:

- Equipment will be placed in straight rows of equal length. The number of cabanas and umbrellas set up will be based on anticipated sales volume, with a minimum of five cabanas and five umbrellas at each location. Additional cabanas and umbrellas will be set up as needed. To provide privacy to beach goers, all cabanas and umbrellas will be placed maintaining a minimum distance of 12ft. between setups.
- At each location a welcome area will be setup daily with a minimum of one (1) beach attendant to serve as a representative.
- Kayaks and paddle boards will be kept at the welcome area and carried to the waterline as needed.

The following pages include three site plan drawings, one for Upham Beach and two for Pass-a-Grille Beach. The first Pass-a-Grille drawing shows the designated setup area as it currently exists in the RFP. If permitted, we would like to extend this area to the 12th Avenue boardwalk, shown in the second drawing.

BEACH PLAZA



UPHAM BEACH

ST. PETE WATER SPORTS

GULF WAY

SEA OATS

10'-0"

CLAM SHELLS

UMBRELLAS

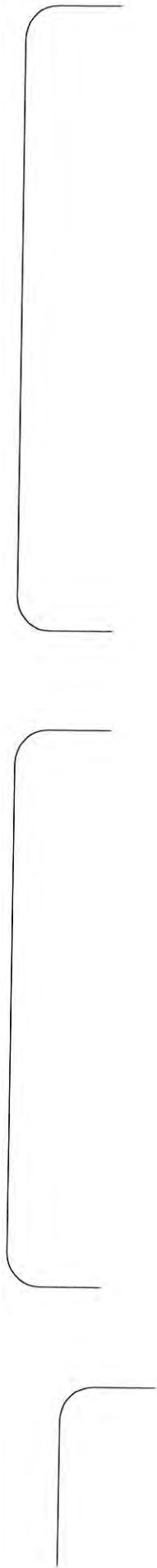
CORN HOLE

CONCESSION

GULF OF MEXICO

PASS-A-GRILLE BEACH

ST. PETE WATER SPORTS

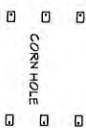
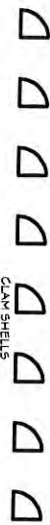


GULF WAY

SEA OATS

SEA OATS

10'-0"



CONCESSION

CLAM SHELLS

CLAM SHELLS

CORN HOLE



UMBRELLAS

UMBRELLAS

GULF OF MEXICO

PASS-A-GRILLE BEACH

ST. PETE WATER SPORTS

Proposed Rental Rates

Cabana or Umbrella with 2 Chairs.....	\$30/day
Cabana or Umbrella only	\$20/day
Single Chair.....	\$5/day
Single Kayak.....	\$25/hour
Tandem Kayak.....	\$35/hour
Paddle board.....	\$25/hour

*Free kayak/Paddle board lessons with watersport rentals

Signage

St Pete Watersports will acquire and post 2 commercial plastic A-frame signs at each location. At each beach location a sign will be placed near the high-tide waterline and also at the beach attendant welcome area. All signs will include services and rental rates. Signs will be constructed and maintained in accordance with local signage regulations.

Statement of Work

Proposed Hours

Weather permitting, St Pete Watersports plans to be open 7 days a week 365 days a year. Hours of operation will be 9:00 am to 6:00 pm. During special events, holidays and summer months hours can be extended to meet the demands of beach goers.

Proposed Staffing

St Pete Watersports is a family owned and operated company. Hunter and Jesse Allen will be onsite each day to oversee the daily operations and management of both Pass-a-Grille and Upham Beaches. All beach attendants will be easily identifiable with uniforms and nametags. A minimum of one (1) beach attendant will be available during normal operating hours. Additional staffing will be used during high volume times of the year. All staff will be expected to provide a high level of professionalism and customer service. All beach attendants will be certified in CPR.

Initial staff will include:

Hunter Allen (beach attendant/supervisor) - St Pete Beach resident, CPR certified

Jesse Allen (beach attendant/supervisor) - Gulfport resident, CPR/first aid certified

Mindy Hardy (beach attendant) – St Pete Beach resident, CPR/first aid/lifeguard certified

Projected Revenue and Methodology

St Pete Watersports has projected revenue of \$175,000.00. This determination was based on the following factors:

- Reported sales at Pinellas County Beach Access Park in St Pete Beach of cabanas, umbrellas and chairs.
- Estimated additional revenue from kayaks and paddle boards.
- Based on the available parking immediately adjacent to the Upham Beach and Pass-a-Grille Beach locations and in comparison to the Pinellas County Beach Access Park, an estimated revenue multiplying factor of 1.5 was determined.

Management Policies

Set-Up and Operations:

- Beach attendants will arrive with ample time to have all necessary beach equipment and rentals available for 9:00 am beach goers.
- Beach attendants will be in clean uniform wearing a visible name tag.

- Beach attendants will inspect set up areas and remove trash and debris before setting up rental equipment.
- Beach rental equipment will be inspected daily prior to set up for cleanliness and free from visible damage. Equipment not suitable will not be set up for the day.
- Cabanas, umbrellas, and chairs will be aligned in straight rows with a minimum of 12 ft. in between each set-up. All equipment will be properly anchored according to manufacturer's recommendations.
- Smoking is prohibited by all St Pete Watersports employees while at beach access locations

Weather Conditions:

- St Pete Watersports will operate 7 days/week and 365/days a year, weather permitting.
- If winds speeds are in excess of 15 knots, umbrellas will not be set up. If wind speeds are in excess of 25 knots, umbrellas and cabanas will not be utilized. Kayaks and paddle boards will not be rented in high winds or rough seas. Management will be responsible for determining when weather conditions prohibit the use of rental equipment.
- Beach attendants will record daily weather conditions on Daily Sales Log.
- In the event that lightning is present, beach goers will be notified of the impending weather conditions. If necessary the equipment will be secured and beach rental operations will conclude for the day.
- Every effort will be taken upon the management to provide a safe and enjoyable environment for all beach goers.

Closing Operations:

- All rental equipment will be removed daily and secured with locks and cables in designated storage areas.
- Beach attendants will inspect areas and remove trash and debris.

COVER SHEET

DATE:

LOCATION:

[illegible]

Daily Sales Log

Date this statement covers

Upham ☐

Pass-a-Grille ☐

Wind speed (knots)

Temp

Seas

	Cash	Credit Cards	Total
CABANAS			
UMBRELLAS			
CHAIRS			
KAYAKS			
PADDLEBOARDS			

Cash Total (inc. tax) \$

Credit Card Total (inc. tax) \$

Daily Total \$

Signature of Person Preparing Statement:

Financial and Liability Controls

St Pete Watersports accepts all major credit cards and cash payments for services. All rental rates include applicable state and local sales tax. Beach attendants will be responsible for daily log of rental equipment sales on Daily Sales Log. St Pete Watersports will be responsible for collecting, reporting and paying all applicable Sales and Use Tax in compliance with state, local, and federal tax agencies. St Pete Watersports will be responsible for maintaining current licensing, liability, and occupational insurance in accordance with all local, state and federal regulations. St Pete Watersports is currently insured to rent paddle boards and kayaks. We will add the City of St Pete Beach as an additional insured and will increase our coverage to meet the city's requirements.



STPET-3

OP ID: MJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Outdoor Insurance Group, Inc. 1371 Hecla Drive Ste E Louisville, CO 80027 Brian Stevens	303-951-5050	CONTACT NAME: Brian Stevens PHONE (A/C, No, Ext): 303-951-5050 FAX (A/C, No): 303-951-5060 E-MAIL ADDRESS: michelle@oigcorp.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Ins Co		18058
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED St Pete Watersports LLC Jesse Allen 504 67th Avenue #4 Saint Pete Beach, FL 33706
--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK1701875	08/24/2017	08/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof Of Insurance Only for SUP/Kayak Rentals

CERTIFICATE HOLDER

CANCELLATION

PROOFON

Proof Of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Evacuation Plan

Should a hurricane threaten the Tampa Bay area, St Pete Watersports is prepared to remove and secure all equipment. We believe having storage in close proximity to the beach is key in our ability to respond quickly. St Pete Watersports currently rents a storage unit in South Pasadena to hold our kayaks, paddle boards and kayak trailer. St Pete Watersports will acquire additional storage to hold all cabanas, umbrellas and chairs and will transport this equipment on a utility trailer.

We will begin removing equipment before a mandatory evacuation order is given, and we will be prepared to assist in cleanup efforts after the storm passes.

Marketing

St Pete Watersports recognizes the standing of St Pete Beach as one of the best beaches in America. A marketing plan has been created to increase attendance to the already popular destinations of Pass-a-Grille and Upham Beaches. We will achieve this by the following actions:

Discounts

We will offer discounts to St Pete Beach residents, active military and first responders.

Hotel and vacation rental partnership

To enhance the vacation experience of visitors to St Pete Beach, St Pete Watersports will attempt to partner with the hotels and vacation rental condominiums in Pass-a-Grille and near Upham beach to offer cabana reservations for their guests.

Community Outreach

St Pete Watersports believes in giving back to the community we serve. We hope to improve the quality of life in St Pete Beach by offering new programs and services to the community, and partnering with local charities and civic organizations.

We will seek input from the St Pete Beach Recreation Center as to programs we can offer the youth that attend day camp and summer camp at the St Pete Beach Community Center. This could include a monthly beach day for kids, where we offer free cabanas, paddle boards and kayaks, and set up a variety of games and educational activities. We hope to inspire environmental stewardship through education and advocacy

Some of the organizations we plan to work with and donate to are:

Sea Turtle Trackers

We will train beach attendants to recognize sea turtle nests and assist Sea Turtle Trackers to help prevent damage to nests. We will educate beach visitors on the importance of sea turtle conservation.

Ocean Conservancy

September 15th is International Coastal Cleanup Day. We will organize a cleanup event in St Pete Beach and provide trash bags, gloves and water to attendees.

Free Activities

To promote a family-friendly atmosphere at the city's public beaches, St Pete Watersports will provide free cornhole at both Upham and Pass-a-Grille locations. The space needed for this activity has been taken into consideration and included in the site plans.

Jenga is a classic family game that can be played at the beach using oversized wooden blocks. We will provide this activity at both Upham and Pass-a-Grille beaches.

BeachAttendant.com

St Pete Watersports has reserved the domain name BeachAttendant.com to brand and promote our services, and to provide an online booking platform. This website will be used solely for the public beaches in St Pete Beach. St Pete Watersports has partnered with ArtMagic Labs to develop and implement a digital marketing strategy.

Youtube.com/StPeteBeach

St Pete Watersports has reserved the YouTube channel youtube.com/StPeteBeach to provide daily live streams of our beautiful sunsets. We believe this, along with professional video content promoting businesses and activities in St Pete Beach, will bring more revenue to the city by encouraging more people to vacation here.



ARTMAGICLABS.COM



To Whom It May Concern,

ArtMagic Labs is excited about the opportunity of working with St Pete Watersports on marketing projects related to St Pete Beach! Please feel free to contact us to discuss our working history and strategic partnership with Jesse and Hunter Allen.

Sincerely,
Casey Culver

info@artmagiclabs.com
615.334.0806

Monthly Rent Proposal

St Pete Watersports proposes a monthly rent of \$1,750 to provide the city with \$21,000 of income over the first year of the contract. If permitted, we would like the opportunity to increase our monthly rent proposal to match other bids.

Randy Radcliff
4747 Trade Winds Drive S
Gulfport, Florida 33711

June 28 2018

Office of the City Clerk
City of St. Pete Beach
115 Corey Avenue
St. Pete Beach, FL 33706

Dear City of St. Pete Beach,

Previously I had submitted a letter stating my desire to bid on just the Pass-A-Grille Beach location for concession services. Since attending the informational meeting earlier this month and discussions with my family and Pass-A-Grille Friends I am excited to submit a proposal for the Beach Concession Services of both Pass-A-Grille and Upham Beach.

Thank you for your time and consideration of this proposal. I look forward to working with the City of St. Pete Beach to provide the best Beach Rental Services.

Sincerely,



Randy Radcliff
Gulf Coast Paddle
727-272-0433
727-430-1379
gulfcoastpaddle@gmail.com

Dear St Pete Beach City Council

In 2010 I started my Paddleboard outfit delivering boards up and down the beaches from Redding to Pass-A-Grille for tourists and locals alike. After the first year, more and more of my clients from St. Pete beach became repeat customers and new customers were seeking me out at the Paradise Grille. I never intended to make Pass-A-Grille my permanent location it just happened organically by me servicing beach goers requesting my services.

I would love to bid on the cabana business as many have encouraged me to do so, but the other half of my work is giving Kiteboarding Lessons at the Skyway. When the weather is windy and waters are choppy it is not ideal for paddling and that is when I teach kiteboarding, and I realize that the city would still want cabanas open in these weather conditions.

So I would like to Bid on just the paddleboarding portion of this beach service or request to stay if the new cabana company does not wish to do watersports as part of their services. Paddleboarding is not as busy as it was in 2010-2014, now I can go day's/weeks without a single rental. Months go by in the winter when no one is participating in watersports, but I come back for the regulars who want to paddle our beautiful waters at the southernmost tip of St. Pete Beach. Even when no one is renting I still dress as Santa during the holiday season and paddle our beaches, and take pictures with visitors who love to see Santa at the beach.

Most of you may know me, and if you don't let me give you a little bit of my background. I grew up on Vina Del Mar and went to the sunshine school on PAG when I was a child. St. Pete Beach has always been home to me. I have been involved in watersports all my life and teaching kiteboarding for 25 years. I am very knowledgeable of our waters and weather conditions and take the safety of others very seriously. Since 2010 I have gotten to know many PAG residents, business owners and tourists that frequent our beaches. The relationships I have formed over the past years are what keep me coming back to PAG to give paddleboard lessons. Each of my rentals includes a full paddle lesson as well as safety information to the paddler, I never send people out to paddle without it, unless they have paddled with me before and I remember them. I have always run my rentals myself and never hired others to do it for me because I respect PAG as the quaint Florida beach that it is and don't want to see the built up commercialism there that you see on many of our beaches north of PAG. I am a local, treating visitors like family and providing an experience that keeps them coming back. I would like to continue to provide paddleboard rentals to the locals and visitors going forward.

I was not going to bid on the beach concessions & cabanas as hiring a crew to handle Upham is not of interest to me. I would however be interested in the Cabanas at PAG and would rent the space from the City for \$800 a month.

Since the Grills lease came up for renewal I have had locals and visitors constantly approaching me asking what is going to happen to me and where I will be going. I have made tentative arrangements to store my boards at another PAG brick and mortar business as the owners have graciously offered to let me run my business out of their location. While I am grateful for their hospitality and could make it work, it would be at an inconvenience to the customers as they would have to walk off the beach to get their boards and carry them out to the beach. Most likely I would then offer to bring the boards to the beach for them, and I am sure will be approached by the water by others for rentals. I know people do not want to see me go, and I don't want to leave unless I have to.

I hope you will consider to have me to stay, providing quality paddleboarding lessons and rentals. And if the cabana's at PAG and Upham could be independent from each other I would love to be considered to operate the PAG location.

Thank you for your time,
Randy Racliff -Owner/Manager



Beach Concession Services

Cabana, Chair, Umbrella & Paddle Sport Rentals

Randy Radcliff
727-430-1379
Gulfcoastpaddle@gmail.com



1. Experience and Qualifications

Owner – Randolph (Randy) Radcliff

Employees – TBD

I, Randy Radcliff (Owner) will oversee both Pass-A-Grille and Upham beach locations ensuring that all rental operations are exceeding expectations. I will work as the primary person at Pass-A-Grille where I already have a client base and people expect to see me when they come into town.

I am a St. Pete Beach local, where I grew up on Vina Del Mar and attended the Sunshine School in PAG prior to its closing. St. Pete beach has always been home to me. I am a local who takes pride in our beautiful beaches and have made a life working on them. I am an experienced waterman, with 20 years in the kiteboarding industry as a certified instructor and 8 years teaching paddle boarding. I have extensive experience interacting with locals and vacationers and always bring the local/family vibe to my work, making my customers feel comfortable and welcome. Over the past years I have often helped the Paradise Grill with their current cabanas when they were short handed and needed help, I always did this on a volunteer basis. I feel that I am the best choice for this concession because of my history of beach services and dedication to keeping our beaches welcoming to visitors and residents alike.

If I am selected for the Beach Concession Services I will give it 100% of myself to ensure that the concession services crew is the most welcoming and hospitable outfit on all of St. Pete Beach.



2. Scope of Service and Extend of Business Operations

a) Services offered

Cabana Rentals

Cabana/Umbrella/Chair rentals will be offered at both Pass-A-Grille & Upham Beach areas as designated by the city and outlined in Exhibits A & B.

Rental will include set up of cabana / umbrella / chairs and will be removed from the beach and stored at the end of each day.

Paddle sport

Paddleboard Lessons & Rentals will be provided at the Pass-A-Grille & Upham Beaches.

Paddles & Leashes will be provided with all board rentals. PFD's will be available and required when paddling out side of the surf/swim/bathing area per the USCG vessel PDF requirements.

Additional Responsibilities

Vendor will provide quality equipment and will maintain its working order.

Vendor will do a daily trash sweep of designated areas to ensure beaches are clear of debris and trash prior to beginning work.

All equipment will be removed from beach and stored in designated area.

b) Rental Equipment

<i>Item</i>	<i>PAG location</i>	<i>UPHAM location</i>
Beach Cabanas w/2 Chairs	15	10
Beach Umbrella w/2 Chairs	15	10
Stand Up Paddleboard	6-8 paddleboards	2 paddleboards

Additional Cabanas/Umbrellas to be added if needed, not to exceed 40 at each location.

7.5 Ft Beach Umbrella – wood pole and fiberglass ribs
Vinyl Strap w/ Aluminum base, stacking lounge chairs
Two Chair sunbrella beach cabana



Paddle Board Brands include: Michale Dolsey, Surftec and Pau Hana

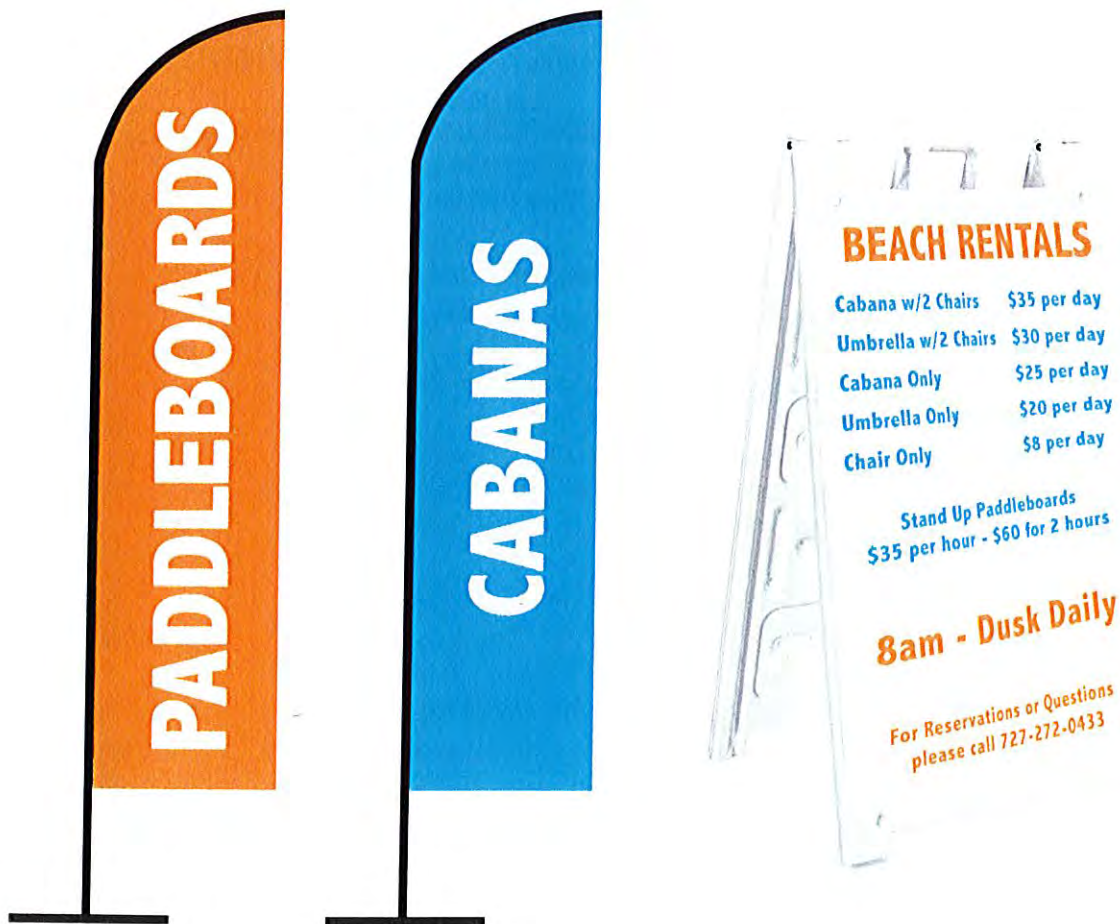
include

c) Rental Rates

Cabana & 2 Chairs	\$35 per day
Umbrella & 2 Chairs	\$30 per day
Cabana Only	\$25 per day
Umbrella Only	\$20 per day
Chair Only	\$8 each
Paddleboard	\$35 per hour/ \$60 for 2 hours (per board)

d) Advertising

All Signs, Advertising, including awnings used in connection with designated rental area will have City's written approval.



e) Statement of Work

Hours of operation Pass-A-Grille

March 1 – July 31

7 days a week, 8am - dusk

August & September Saturday, Sunday & Monday 10am - dusk

October 1 – Feb 28 Saturday & Sunday at minimum

Hours of operation UPHAM

March 1 – July 31 7 Days a week 8am – dusk

August 1 – Feb 28 Saturday & Sunday at minimum 10am-5pm

Staff

Pass-A-Grille – Myself and 2 other employees

Upham – 3 employees

All staff will be 1099 employees

Projected Revenue

\$60k-70k

Business Management Policies

Controls of Money – All employees will be able to accept credit cards via Square or like service using a smart phone or Ipad.

Staffing – Both locations will be staffed by 1099 employees and will be identified by uniform t-shirt with Name Tag

Accounting – Use of a CPA for all accounting services

Customer Service – Employees will be trained on customer service and I will personally handle any customer questions or concerns. Reservations will be offered as a customer service.

3. Monthly Rent Proposal

\$1000 per month rent will be paid to the City for rent of designated areas located at Pass-A-Grille and Upham Beaches. Rental amount represents the combined rent for both locations. Rental amounts will be paid monthly on or before the 1st of each month.

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals



SUBJECT: Beach Concession Services, Chair, Umbrella and Cabana Rentals Operations

SERVICE LOCATIONS: Upham Beach and Pass-a-Grille Beach

ISSUED: June 1, 2018

MANDATORY PRE-PROPOSAL MEETING: June 14, 2018, 10:00 a.m. at St. Pete Beach City Hall located at 155 Corey Avenue, St. Pete Beach, FL 33706

SEALED PROPOSALS DUE: June 29, 2018, 10:00 a.m.

MAIL OR DELIVER PROPOSALS TO: Office of the City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

A. OBJECTIVE

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

The City of St Pete Beach is seeking proposals for the operation of beach chair, umbrella, paddle sport and cabana services at the city's two concession facilities. The City shall receive a monthly rent for the privilege of conducting concession business within the area.

B. BACKGROUND

The City of St. Pete Beach is frequently recognized as a top beach destination and received a Travelers' Choice award in 2017 from TripAdvisor as the third-ranked beach in the United States. The City's beaches, hotels, and historic resources attract tourists and visitors from all over the world.

The City is soliciting proposals for the operation of two beach concession services, chair, umbrella, paddle sport and cabana rentals located at Upham Beach and Pass-a-Grille Beach. The successful proposal will recognize the unique character and desirability of these locations and tailor their proposals accordingly.

The concessions cater to the City's local residents and visitors to our award-winning beaches. The City desires to provide a positive beach experience at the concession locations. Proposals must include a detailed explanation of the proposed operation. Successful proposers must demonstrate their qualifications and ability to successfully operate and manage beach concession services that includes chair, umbrella and cabana rentals. Employees must be courteous and maintain a presentable appearance.

This proposal does not include operating the food services at the concession facilities.

C. DESCRIPTION OF PROPERTY

Pass-a-Grille Beach concession is located at 900 Gulf Way, St Pete Beach, Florida 33706 and located on the Gulf of Mexico. Beach access is open daily from 7 A.M. until dusk 365 days a year. Current amenities include:

- Metered parking spaces;
- A food concession and patio;
- Restrooms;
- Swimming is permissible, however, there is no lifeguard on duty;
- Water Fountains; and
- Showers

The anticipated Cabana rental operation will be located immediately adjacent to this concession facility. See Exhibit A

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

Upham Beach concession is located at 6700 Beach Plaza, St Pete Beach, Florida 33706 located on the Gulf of Mexico. Beach access is from 7 A.M. until dusk 365 days a year. Current amenities include:

- Metered parking spaces;
- A food concession with decking;
- Restrooms;
- Swimming is permissible, however, there is no lifeguard on duty;
- Water Fountains;
- Showers;
- Four (4) boardwalks to carry visitors over natural sand dunes and sea oats ; and
- Four (4) beach volleyball courts

The anticipated Cabana rental operation will be located immediately adjacent to this concession facility. See Exhibit B

D. PROCEDURES

The City of St. Pete Beach, Florida is soliciting proposals from qualified proposers to operate two beach concession services, chair, umbrella, and cabana rentals located at Upham Beach and Pass-a-Grille Beach for an initial period of five (5) years. Contract extensions beyond this five year period will be awarded subject to the mutual satisfaction of both parties for a period not to exceed one (1) additional five (5) year term.

Five (5) copies of a proposal must be submitted in a sealed package clearly identified as "**CABANA OPERATIONS**" and mailed or delivered to:

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

Proposals must be received by 10:00 A.M., June 29, 2018

The City reserves the right to accept or reject any and/or all proposals and to waive any minor irregularities and technicalities. There is no obligation on the part of the City to award a contract based solely on proposed fee(s), charge(s), or rent(s). The City shall be the sole judge of the proposal(s) determined to be in its best interest.

E. RESPONSE CONTENT – INFORMATION TO BE INCLUDED IN PROPOSAL

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

Proposals will be evaluated on but not limited to the following criteria:

1. Experience and Qualifications

Identify the owner(s), employee(s), or agent(s) who will manage or perform the beach concession services and provide a summary of all relevant training, experience, similar engagements, concurrent engagements, and related information to demonstrate competency in providing beach concession services.

2. Scope of Service and Extent of Business Operations

- a) Clearly describe the scope of services to be offered and extent of intended business operations. Such services and operations must comply with the vendor's responsibilities summarized in this document and as may be further specified in the negotiated lease agreement.
- b) Provide a description, including pictures, of the proposed rental equipment that will be provided by type, model, and quantities to be supplied.
- c) Provide details on rental rates/prices offered. Please include pictures or description of any signage that would be used to display services on the beach.
- d) Vendor agrees that any signs or advertising, including awnings, used in connection with the designated rental area must have the City's written approval before installation.
- e) Provide a Statement of Work that includes:
 - a. Proposed hours of operations
 - b. Proposed staff
 - c. Projected revenue and methodology
 - d. Business management policies describing controls of money, staffing, accounting, and customer service

3. Monthly Rent Proposal

Proposals must specify the monthly fee to be paid to the City of St. Pete Beach for rental of the designated cabana areas. A single dollar amount should be proposed, representing the combined rent at both locations. All rent payments shall be paid in

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

equal monthly installments on or before the first day of the month corresponding to the occupation of the designated beach area. See “H” below.

Effective one year from date of the contract and for each successive year through the remaining term of the contract, annual rent shall increase the greater of 3% **OR** the cost of living increase as measured by CPI and defined in the contract.

F. SCOPE OF WORK

1. Rental Equipment:

- a. Successful proposer shall staff and furnish a chair, umbrella, paddle sport and cabana rental operation. Sale or rental of other items must be agreed upon by both parties in the contract before being available to the public. Examples of acceptable items might include paddleboard rentals, kayak, etc.
- b. The beach chair, umbrella, and cabana rentals concession services shall be provided at the location approved by the City, see exhibit A (Pass-a-Grille Beach) and B (Upham Beach). The City reserves the right to alter these area if necessary.
- c. No more than 40 cabanas and/or chair rentals will be allowed for each site.
- d. All equipment shall be removed from the beach daily and stored within the City designated space.
- e. Rental activity shall not interfere with patrons who choose to bring their own chair and umbrella and must allow enough beach to do so.
- f. The City reserves the right to approve all merchandise offered for rental.

2. Minimum Operation Schedule:

- a. Proposers shall operate concession services as follows:
 - i. March 1, through July 31 seven (7) days a week
 - ii. August 1, through February 28 shall operate Saturday and Sunday at minimum.
- b. The concession area shall operate consistent with all applicable City, State, and Federal laws. Any deviation from the operational hours and days set forth in the contract shall require prior written approval by the city’s Recreation Department.
- c. In the event of inclement weather, vendor may request from Recreation Director or his/her designee, authority to cease operations until the weather improves.

3. Staffing:

- a. Vendor shall employ a sufficient number of personnel to service the concession’s operation demand.

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

- b. Employees shall be identified with uniform and nametag. City of St Pete Beach reserves the right to approve uniforms.
- c. The vendor shall not employ an individual whose acts or conducts are not in the best interest of the City.

4. **Prohibited Uses.** The Vendor shall not:

- a. Engage in any unlawful, improper or offensive uses.
- b. Use the premises in any manner which would cause damage or injury to the designated area.
- c. Conduct any use or activity, which the City determines is not consistent with the character of the permitted uses as, set forth above. If the City determines a use or activity is inconsistent with the permitted uses and activities, the City shall issue a written notice to the Vendor to discontinue the use or activity and the Vendor shall have thirty (30) days from the receipt of said notice to discontinue the use or activity.
- d. Construct, add, or modify any exterior signage without prior written approval of the City.
- e. Allow alcohol consumption on the sandy beach area that the vendor is operating.

G. RESPONSIBILITIES OF PROPOSER VENDOR:

- 1. Operation. The Vendor shall provide all equipment and merchandise necessary for the operation. The Vendor shall be responsible for keeping the designated premises free of all trash, garbage, and other debris and shall be responsible for picking it up and depositing it in trash containers. The Vendor understands that the city expects the premises to be maintained and operated as a first class facility with modern/working equipment; and in that regard, throughout the term of the contract, the Vendor is expected to operate the facility in a manner consistent with said expectations and objective of the City. The City Manager or designee shall be responsible for determining whether the Vendor has met the standards set by this paragraph.
- 2. Responsible Vendor Staffing or Agents. Vendor shall provide the City with a written list of responsible employee(s) or agent(s) and provide contact information if requested by City. The employee(s) or agent(s) shall have proof of being employed (e.g., name tag, ID, uniform, etc.) with full authority to act for the Vendor in all cases and to carry out any instructions relative to the Lease, which may be given, by City or its agent.

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

3. Additional Obligations of Vendor.

- a. Vendor shall purchase any Business Tax or licenses required by the City of St Pete Beach.
- b. Vendor shall pay any applicable taxes which may be levied on the Vendor's property and its contents, when due.
- c. Vendor shall not assign the contract or sublet the designated premises or any part thereof. The Vendor may enter into management agreements with third parties, provided any such agreements are disclosed in the RFP response and contract. In the event the Vendor enters into such management agreements, it is agreed that such third parties do not have any rights or privileges under the contract.
- d. Vendor and City mutually understand and agree that nothing contained in the contract is intended, or shall be construed, as creating or establishing the relationship of joint venture partners, agents, or representatives of the City for any purpose or in any manner whatsoever.
- e. Vendor agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under the contract and increase same, and not to divert or cause, or allow to be diverted any business from the concession.
- f. Vendor shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at designated premises and shall indemnify, defend and save harmless the City, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Vendor or any of its agents or employees.

4. Property Damages. The Vendor shall be responsible for all damage or injury to property caused by the use of the designated premises, ordinary wear and accepted.

5. Miscellaneous. Vendor shall keep all rental equipment and other property in good operating condition and repair.

6. Indemnification. Vendor shall indemnify, pay the cost of defense, including

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Vendor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Vendor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

H. REVENUE CONTRACT:

1. The contract is based on a flat, monthly rent, which will be paid to the City on a monthly basis on or before the 1st of each month.
2. Monthly payments shall be payable to "City of St Pete Beach" and mailed to City of St. Pete Beach Finance Department, 155 Corey Ave, St. Pete Beach, Florida 33706.
3. A late penalty of \$25 per day shall be assessed for each day the full payment is late.
4. If payments and applicable late fees are not received within thirty (30) days of the payment due date, the City reserves the right to cancel the contract for cause.

I. CONTRACT:

Upon selection of the proposal that the City determines to be in the best interest of the City, the City and Proposer will negotiate a contract, substantially in the form shown in Exhibit E. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply to any resulting Contract. Award of the Contract is contingent upon execution of the contract. If the City and Proposer cannot agree to terms of a Contract, the City, at its sole discretion, may cease negotiations and select another Proposer to commence negotiations.

1. Insurance Requirements. An affirmative statement should be included indicating that the Proposer can and will comply with the insurance requirements set forth in Appendix A and as may be further specified in the Contract.
2. Supplemental Requirements. Proposal must include a signed copy of the Public Entity Crime Statement.

City of St. Pete Beach
Request for Proposals (RFP)

Beach Concession Services – Chair, Umbrella, Paddle Sport and Cabana Rentals

3. Questions and Additional Information. Written inquiries concerning this proposal may be made to:

Vincent Tenaglia
Administrative Services Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
vtenaglia@stpetebeach.org

Responses will be in writing and copied to all known interested parties.

J. RFP EXHIBITS (attached and incorporated herein):

1. Exhibit A – Pass-a-Grille Concession Location
2. Exhibit B – Upham Beach Concession Location
3. Exhibit C – Insurance Requirements
4. Exhibit D – Sworn Statement
5. Exhibit E – Sample Service Agreement

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$27,570.00 for the development of the GIS Integration System for Community Development.

Date: August 14, 2018

Prepared By: Wesley Wright, Community Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that George F. Young, Inc. provide Geographic Information System (GIS) consulting and related services to consolidate existing data on the Accela platform with GIS system processes to support improved capabilities to perform Building Permitting, Code Enforcement, City Planning, Land Development and alternative workflow and software support solutions.

Funding: Professional & Contractual (001-5401-515-5310)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$27,570.00 for the development of the GIS Integration System for Community Development.”

Attachment: Proposal from George F. Young, Inc.

Reviewed by the City Manager: WS

George F. Young, Inc.

CLIENT AND CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Proposal Submitted: July 6th, 2018

This Agreement is made and entered into this _____ day of _____ 2018,
the effective date, for the attached Scope of Services and associated fees bound by the Agreement by and between
George F. Young, Inc. and the City of St. Pete Beach executed on January 17th, 2017:

CONSULTANT:

George F. Young, Inc. (GFY)

Attn: Jerry Dabkowski, PE
Sr. Vice President

299 Dr. Martin Luther King Jr. St. N.
St. Petersburg, FL 33701

Telephone: 727.424.7427
Email: jdabkowski@georgefyoung.com
Fax: 727.822.2919

CLIENT:

City of St. Pete Beach, Florida

Attn.: Wesley Wright, Director
Community Development

155 Corey Avenue
St. Pete Beach, FL 33706

Telephone: 727.363.9265
Email: wwright@stpetebeach.org
Fax: 727.363.9254

Project Name: COSPB CommDev GIS Services – GFY Proposal # 18P14800SU

Name and Address of Record Owner of Property (if other than Client):

n/a

The property upon which the services hereinafter described are to be performed is located at:

See "Basic Scope of Services" under "Exhibit A".

Client intends to Consulting recommendations related to the development of an Enterprise GIS accessible by City Staff. See "Exhibit A".

See "Compensation Schedule" under "Exhibit B".

See "Source Data Inventory Estimates" under "Exhibit C"

ACCEPTANCE

By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this Agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____

Authorized Signature - Client, as owner
or authorized agent for the owner

Date: _____

Accepted by: Gerald Dabkowski, Sr. Vice President
Authorized - George F. Young, Inc.

EXHIBIT A BASIC SCOPE OF SERVICES

I. UNDERSTANDING OF PROJECT

The City of St. Pete Beach ‘Community Development’ (Client) seeks to:

1. **GIS Development:** Consolidate existing GIS data sources into an enterprise GIS and have office and field access to relevant GIS maps and apps.
1.1. Implementation and Training
2. **Systems Integration Consulting:** Conduct Research and Development and coordinate with the existing Accela platform/system program manager to design and or integrate GIS data and tools with Processes and Systems involved with Building Permitting, Code Enforcement, and typical Planning operations or, work with the City and program manager to develop and implement an alternative software and workflow solution as directed by the Client.

The following scope of services is required for this project:

II. SCOPE OF SERVICES

Task 1 - GIS Development

Consultant shall provide GIS consulting and related services to develop the City’s available source data (provided by the Client) into an enterprise GIS. To accomplish this, the Consultant will perform the following tasks:

1. Develop Core GIS
 - a. Utilize the previously created Master geodatabase on the Consultant’s GIS server.
 - b. Utilize and expand a Target Utilities geodatabase based on the default ESRI Local Government Information Model (LGIM)
2. Migrate and Convert Data based on the provided source data (see “Source Data Inventory Estimates” under “**Exhibit C**”)
 - a. Assemble and analyze provided source data:
 - i. Identify and map GIS attributes from source to target,
 - ii. Identify and isolate features for migration,
 - iii. Examine pre-migration improvements to best populate target datamodel
 - b. Migrate data into Target Datamodel (For each of the provided source data types and features):
 - i. Using ESRI geoprocessing tools, manual and semi-manual techniques, isolate and import features, into the Target LGIM datamodel
 - ii. Perform post-migration improvements to best populate any additional (Target datamodel) attributes that can be captured through feature spatial and attribute relationships.
 - iii. Test and confirm counts and attribute population
 - iv. Identify and document potential data issues (connectivity, attribute inconsistencies, etc.)

3. Develop Web Mapping Environment
 - a. Shortly after initial data is migrated into the Target datamodel, Consultant will create temporary web maps on the Consultant's ESRI ArcGIS online account. These maps will be made accessible to the City as "Production Maps" to give the City early access to and visibility of, the development and production of GIS Utility asset features. These Maps will:
 - i. Provide a means of communicating progress to the City
 - ii. Function as a preliminary deliverable (described below)
 - b. Consultant will work with the City to coordinate with the Pinellas County GIS to secure access to related City and County owned GIS data map services to make them accessible to the City's Mapping environment. These map services might include Parcels, Water network, Zoning, etc. as available.
4. Prepare Deliverables
 - a. System Maps will be provided on Web-accessible GIS maps. These will:
 - i. Function as a preliminary deliverable for monthly invoicing
 - ii. Function as a tool for the Consultant to request more information related to data issues that may be related to the source data
 - iii. Function as a "Mark-up" tool for the City to provide feedback on deliverables or Requests for Information.
 - b. Paper Map books (provided in PDF format for City printing) will be created to be used for Quality Checking and markups by the City.
 - c. The City will be asked to review these (web and paper) maps for inconsistencies and improper placement of utility features.
 - d. Consultant will perform revision as needed.

NOTE: GIS data revisions or refinement will be limited to inconsistencies between the provided Source data and the Deliverables under this Task Order. Other inconsistencies or improper utility alignments, not reflected within the Source data, will be cataloged and used to estimate additional data sources or the need for on-site GPS/Surveying to capture additional data.
 - e. Final Map release will consist of a Statement of completeness and a brief report. This will include Access information to the City's ESRI ArcGIS account (described below)

Task 1.1 – Implementation and Training

Consultant shall provide the following implementation and training services:

5. Training:
 - a. Consultant will provide limited on-site or web-based training to City staff related to the access and use of GIS maps, data and apps developed herein.
 - b. Consultant will provide a presentation and demonstration of the GIS system to the City if warranted, and
 - c. Consultant will make available as needed phone support and follow-up on-site training as needed.

Task 2 – Systems Integration Consulting

Consultant shall work with the City's Accela System (Accela) program manager to assure integration of Accela with the Enterprise GIS. To accomplish this, the Consultant will perform the following tasks:

1. Conduct Research and Development and coordinate with the existing Accela platform/system program manager to design and or integrate GIS data and tools with Processes and Systems involved with Building Permitting, Code Enforcement, and typical Planning operations or, work with the City and program manager to develop and implement an alternative software and workflow solution as directed by the Client.
2. Consultant will review and evaluate, as needed, Accela software systems and solutions, to determine the capabilities of these systems regarding the integration of information with Enterprise GIS information. The requested integration may include one or more of the following:
 - a. The ability for Accela to read and use enterprise GIS features and attribution into Accela to:
 - i. Augment the building permit process by depicting GIS features within Accela, and provide feature attribute details to the permitting process.
 - ii. Create links, by capturing unique ID's, between Accela and the GIS.
 - b. The Ability of Accela to populate the Enterprise GIS with dynamic or historical Permitting information. Some of the possible solutions might include:
 - i. Direct 'push' of data into the Enterprise GIS
 - ii. Accela would provide tools for semi-manual 'export/import' of work order records to the GIS.
 - iii. The ability to export work order records with functional Unique ID's to be semi-manually 'pulled' into the GIS by the Enterprise GIS manager.
3. Consultant will provide consulting and/or development services to design, develop, test, and implement the desired integration. These consulting services may include one or more of the following:
 - a. Coordinate with the Accela Program Manager or vender to implement existing functionality
 - b. Coordinate with the Accela Program Manager or vender to acquire development tools and Accela access to develop an automation interface.
 - c. Establish a workflow and develop a GIS-based solution that:
 - i. Systematically downloads a dated range of Accela permitting data
 - ii. Develop a geoprocessing tool that Appends a designated GIS Table with Accela data
 - iii. Tests related table reliability and accessibility of Accela data within the GIS.



DELIVERABLES

Deliverables are outlined in the Task descriptions above.

SCHEDULE

Consultant will coordinate an implementation schedule with the City upon acceptance of this agreement.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Consultant will not purchase any hardware or software related to or described herein.
2. Consultant will not perform hardware installation or initial setup beyond the installation and setup of Specific ESRI Application software.
3. GIS data revisions or refinement will be limited to inconsistencies between the provided Source data and the Deliverables under this Task Order. Other inconsistencies or improper utility alignments, not reflected within the Source data, will be cataloged and used to estimate additional data sources or the need for on-site GPS/Surveying to capture additional data.
4. Consultant will not perform additional services without written approval from the City

CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

- A. CLIENT shall provide timely staff reviews of all deliverables.
- B. CLIENT shall provide access to and scheduling of Staff related to the implementation and training described herein.

EXHIBIT B COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A as follows:

Not to Exceed FEE:

1. A not to exceed Fee of **\$27,570.00 (Twenty Thousand, Five Hundred and Seventy Dollars and Zero Cents)**, based upon the following assumed distribution of compensation:
2. The portion of the Fee amount billed for Consultant's services will be based upon Consultant's actual time and proportion of the total services completed during the billing period.
3. Reimbursable expenses may include printing, shipping, or travel associated with on-site project meetings, implementation and training services.

TASK & HOURLY FEE BREAKDOWN GFY Proposal #17P09100SU Project Name: GIS Development Services

Task	Description	Title	Man-hours	Rate	Cost
1	GIS Development ¹	GIS Manager	138	\$ 135	\$ 18,630
1.1	Implementation and Training	GIS Manager	24	\$ 135	\$ 3,240
2	Systems Integration Consulting	GIS Manager	40	\$ 135	\$ 5,400
Subtotals:			202		\$ 27,270
Reimbursable Expenses (Estimate)					\$ 300
				TOTAL:	\$ 27,570

¹ Includes source data identified as benefitting CDD (Community Development Dept.) and those benefitting *both* CDD and PW (Public Works). See "Source Data Inventory Estimates" under "**Exhibit C**" for details.

EXHIBIT C

Source Data Inventory Estimates

The following table depicts the provide inventory of layers and data sources to be considered for development into the City's enterprise GIS. This table represents an estimate of GIS development, or consulting/research efforts expected to develop each of the data sources. Please see the "Follow Up / Comments" column for relevant notes, and expected work effort for each data source, i.e., Investigate, Import, Research, etc.

The Consultant will perform each of these efforts as directed by the City.

Key/Notes:

- CDD/PW represents that some of the provided data sources may benefit PW (Public Works) as much as or more so than CDD (Community Development Dept.) PW items are NOT included in the estimated totals in the proposal.
- **RED colored** items represent Primary data sources that should have higher priority in the development of the GIS.
- **Purple colored** items represent Custom mapping solutions, or geoprocessing tools.

Data Layer	Feature count	Description	CDD/PW	Est. Man-Hrs	Rate	Cost PW/CDD?	Cost PW	Cost CDD	Follow Up / Comments
Building_Footprint	661	Partial city coverage?	CDD	8	\$135	\$0	\$0	\$1,080	Investigate PC
CCCL_City	1	City's version?	CDD	2	\$135	\$0	\$0	\$270	Import to GIS
CCCL_State	1	State version?	CDD	2	\$135	\$0	\$0	\$270	Import to GIS
CHHA_2010		Hurricane Vulnerability	CDD	2	\$135	\$0	\$0	\$270	Look for dynamic FS
Christmas Decorations	2888	Positions of deco??	CDD	4	\$135	\$0	\$0	\$540	Is this maintained? Investigate and eval.
City Limits and Outline			CDD	2	\$135	\$0	\$0	\$270	Live at PC? Pull in PC active data
CRA boundary	1	no data	CDD	2	\$135	\$0	\$0	\$270	Maintained? Include with ReDev districts? Est. to Eval!

George F. Young, Inc. Enterprise GIS Development Services

Client Initial _____
Consultant Initial _____

Data Layer	Feature count	Description	CDD/PW	Est. Man-Hrs	Rate	Cost PW/CDD?	Cost PW	Cost CDD	Follow Up / Comments
Docks	27	City owned?	PW	4	\$135	\$0	\$540	\$0	Value to SPB? Import to GIS
EMS Grid	1482	Pinellas County	CDD	2	\$135	\$0	\$0	\$270	Value to SPB? Import to GIS
FiberOpticConduit	7	City? Missing data. Incomplete?	PW	4	\$135	\$0	\$540	\$0	Value to SPB? Import to GIS
Grid2	15	Used for Zoning mapbooks	CDD	2	\$135	\$0	\$0	\$270	Other map books? Import to GIS as reference layer
Grid2	15	Used for Zoning mapbooks	CDD/PW?	24	\$135	\$3,240	\$0	\$0	Provide as a Mapbook tool? Investigate geoprocessing tool for auto map books on the fly.
MHW	135	Meanhighwater line	CDD	4	\$135	\$0	\$0	\$540	Local? Fed? Investigate
Parks	52	Name, address, lotsize, (ref number?)	CDD	4	\$135	\$0	\$0	\$540	Ref Number have other value? Import to GIS
Parks	52	Parks User Map	CDD	30	\$135	\$0	\$0	\$4,050	Public Story Map; imagery, hours, facilities, etc. - Develop public access map
Pinellas PLSS			CDD	2	\$135	\$0	\$0	\$270	Pull from PC?

George F. Young, Inc.
Enterprise GIS Development Services

Client Initial _____
Consultant Initial _____

Data Layer	Feature count	Description	CDD/PW	Est. Man-Hrs	Rate	Cost PW/CDD?	Cost PW	Cost CDD	Follow Up / Comments
Pinellas Trail	5		CDD	2	\$135	\$0	\$0	\$270	Is this In City?? Investigate & Import to GIS
Preservation	4008	???, has zoning and LU values. Census info	CDD	12	\$135	\$0	\$0	\$1,620	Appears to be whole city parcels. Origin?? Extract for LU maps?
Redevelopment Districts	11	by Code	CDD	10	\$135	\$0	\$0	\$1,350	Import to GIS
repetitiveLossAreas	13	ID: Area 1, 2, 3, .. 13	CDD	4	\$135	\$0	\$0	\$540	Connects to other data / systems? What is this? - Research
Soils	full county	Typical soil map	PW	4	\$135	\$0	\$540	\$0	Value to SPB? Extract/Import to GIS
SPB_Truck_Bus	702	pull designated 'routes' into Roads FC	PW	4	\$135	\$0	\$540	\$0	Import to GIS
Vote line and poly	4	4 districts	CDD	8	\$135	\$0	\$0	\$1,080	Import to GIS
ZoningPoly	89	Typ Zoning	CDD	12	\$135	\$0	\$0	\$1,620	Extracted from PC? Live from PC? Managed SPB? - Extract and Import to GIS
				154		\$3,240	\$2,160	\$15,390	

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

Issue Considered: Request approval of the bid from Gibbs & Register, Inc. in the amount of \$8,999,756.35 for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd.

Date: August 14, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: A Request for Bids was issued on May 18th, 2018 for the reconstruction of Blind Pass Road from 75th Ave to Gulf Blvd. The reconstruction includes, but is not limited to, installation of new Stormwater infrastructure, potable water mains, reclaimed water mains, utility conduit, and streetscape.

On June 22nd, 2018 the City received two sealed bid submittals. After a review of the bids and the requirements of the submittals, Gibbs & Register, Inc. was determined to be the lowest responsible bidder.

Funding: CIP – Blind Pass Road
3001-8000-590-5650

Requested Motion: “I move to approve of the bid from Gibbs & Register, Inc. in the amount of \$8,999,756.35 for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd.”

Attachment: Bid Tabulation
Services Agreement
Bid from Gibbs & Register, Inc.

**Reviewed by the
City Manager:**

WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

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

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "A", and the City Commission authorized the selection of Contractor at its August 14, 2018 public hearing; and

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

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of Eight Million Nine Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six Dollars and Thirty-Five Cents (\$8,999,756.35) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "B". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".
4. Contractor shall provide the services, described herein no later than 18 months from Notice to Proceed.
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$1,000 per day, for each day after the date set forth in paragraph 4

herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

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

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

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

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other Parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly,

and whether or not the person or entity had an insurable interest in the property damaged.

11. In consideration of the payment of ten dollars as part of the above purchase price, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

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

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

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

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

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

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

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

As to Contractor:

Theodore Ferguson, President
Gibbs & Register, Inc.
232 S. Dillard Street
Winter Garden, FL 34787

As to City:

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

18. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This

Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, acts of government authorities, fires, floods and severe weather. This provision does not automatically entitle the contractor or vendor to any cost increase change orders related to costs of materials. All change orders will be reviewed on a case-by-case basis.

21. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

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

Gibbs & Register, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

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

EXHIBIT “B”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “C”

[Place Contractor’s Bid Proposal behind this page]



Bid Results - Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

06/22/18

	David Nelson Construction Co.	Gibbs & Register, Inc.
Base Bid	\$ 10,375,929.31	\$ 8,999,756.35

Bid Package Review

<u>Items Required to Be Submitted with Bid</u>	David Nelson Construction Co.	Gibbs & Register, Inc.
Bidder's Contract Proposal Form	Yes	Yes
3 References (within past 5 years)	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes
Claims/Disputes	Yes	Yes
Bonding Capacity	Yes	Yes
Certificate of Insurance	Yes	Yes
Bid Bond	Yes	Yes
Contractor Proof of License	Yes	Yes
Contractor's Education and Training	Yes	Yes
Addendum Acknowledgment	Yes	Yes

I. CONTRACTOR'S BID SUBMITTAL

COPY

The company that is submitting a bid declares that it has extensive experience in roadway building and construction.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for "**Blind Pass Road - Reconstruction from 75th Ave to Gulf Blvd**" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

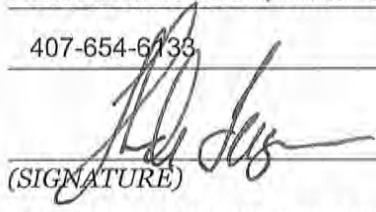
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in his/her bid schedule for the City of St. Pete Beach "**Blind Pass Road - Reconstruction from 75th Ave to Gulf Blvd**".

COMPANY: Gibbs & Register, Inc.

DATE: April 20, 2018

ADDRESS: 232 S. Dillard Street, Winter Garden, FL 34787

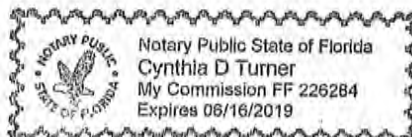
PHONE: 407-654-6133

BIDDER: 
(SIGNATURE)

NAME: Theodore Ferguson, President
(PRINT NAME & TITLE)

SUBMIT BID SCHEDULE WITH SUBMITTAL TO:

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FLORIDA 33706



Cynthia D. Turner
Cynthia D. Turner
Notary Public
Comm. Exp. 6/16/2019

COPY

**BID DOCUMENTS
FOR
Blind Pass Road
From Gulf Boulevard to 75th Avenue**

Mail or Hand Deliver

ORIGINAL BID FORM AND FIVE (5) COMPLETE COPIES

BY the date and time specified in the bid documents

Gibbs & Register, Inc.

COMPANY NAME

232 S. Dillard Street

COMPLETE MAILING ADDRESS

Winter Garden, FL 34787

CITY, COUNTY, STATE, ZIP CODE

407-654-6133 and 407-654-6134

TELEPHONE NUMBER FAX NUMBER

estimating@gibbsandregister.com

CONTACT PERSON E-MAIL ADDRESS

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

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans, Permitting and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **Blind Pass Road From Gulf Boulevard to 75th Avenue** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following TOTAL BASE BID.

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

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

TOTAL BASE BID:

Eight million Nine Hundred Ninety-Nine Thousand Seven ^{Hundred Fifty-Six dollars} ~~DOLLARS~~ ^{and thirty-Five}
(In Words) cents

\$ 8,999,756.35 (in numbers)

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

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

GENERALIZED LIST OF PAY ITEMS

The City, through its engineer, has developed a Generalized List of Pay Items to be used by Contractors to develop bids. This list, however, may not be complete, and bidders are advised to review the list, and add or delete items in their bid as they determine necessary to complete the project.

GENERAL ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
101-1	MOBILIZATION	LS	\$ 900,000.00	1.00	\$ 900,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	\$ 300,000.00	1.00	\$ 300,000.00
SP-07	EROSION CONTROL	LS	\$ 110,000.00	1.00	\$ 110,000.00
SP-13	AS-BUILT PLANS (DOES NOT INCLUDE WATER)	LS	\$ 15,000.00	1.00	\$ 15,000.00
SP-101	SURVEY CONTROL (DOES NOT INCLUDE WATER)	LS	\$ 60,000.00	1.00	\$ 60,000.00
DO NOT BID	CONTINGENCY (DO NOT BID)	LS	NO BID	1.00	NO BID
General Items Sub-Total:					\$ 1,385,000.00

ROADWAY ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
0110-1-1	CLEARING & GRUBBING	LS	\$ 325,000.00	1.00	\$ 325,000.00
0110-4-10	REMOVAL OF EXIST CONC	SY	\$ 20.00	2,853.80	\$ 57,076.00
108-1	MONITORING OF EXISTING STRUCTURES	LS	\$ 14,250.00	1.00	\$ 14,250.00
0120-1	REGULAR EXCAVATION	CY	\$ 30.00	8,000.00	\$ 240,000.00
0120-4	SUBSOIL EXCAVATION	CY	\$ 29.00	550.00	\$ 15,950.00
0120-6	EMBANKMENT	CY	\$ 15.00	3,550.00	\$ 53,250.00
	SHELL FOR DRAINAGE EASEMENT	SY	\$ 30.00	325.00	\$ 9,750.00
0160-4	TYPE B STABILIZATION	SY	\$ 16.00	12,522.70	\$ 200,363.20
0285-704	OPTIONAL BASE, BASE GROUP 04	SY	\$ 50.00	471.00	\$ 23,550.00
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	\$ 22.00	10,627.60	\$ 233,807.20
0285-709	OPTIONAL BASE, BASE GROUP 09	SY	\$ 75.00	165.20	\$ 12,390.00
0327-70-4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	SY	\$ 26.00	24.70	\$ 642.20
0327-70-5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	SY	\$ 25.00	53.10	\$ 1,327.50
0327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	\$ 26.00	75.70	\$ 1,968.20
0334-1-53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	\$ 175.00	1,145.42	\$ 200,448.50
0400-1-2	CURB AROUND PAVER CROSSWALKS (1' WIDE x 18" DEEP)	LF	\$ 40.00	291.00	\$ 11,640.00
0400-1-2	CURB AROUND PAVER SIDEWALKS (1' WIDE x 12" DEEP)	LF	\$ 30.00	1,752.00	\$ 52,560.00
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 25.00	5,430.30	\$ 135,757.50
	CONCRETE CURB, TYPE D	LF	\$ 115.00	97.00	\$ 11,155.00
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	\$ 36.00	1,496.70	\$ 53,881.20
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	\$ 50.00	3,771.10	\$ 188,555.00

0526-1-1	PAVERS, ARCHITECTURAL, ROADWAY	SY	\$ 100.00	500.00	\$ 50,000.00
0527-2	DETECTABLE WARNINGS	SF	\$ 35.00	990.70	\$ 34,674.50
0570-1-2	PERFORMANCE TURF, SOD	SY	\$ 10.00	3,088.50	\$ 30,885.00
0550-10-410	FENCING, WOOD FENCE, 0.0-5.0'	LF	\$ 115.00	46.00	\$ 5,290.00
	Roadway Items Sub-Total:				\$ 1,964,171.00

DRAINAGE ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
SP-40	COFFERDAM	EA	\$ 235,000.00	1.00	\$ 235,000.00
400-4-11	CONCRETE CLASS IV, RETAINING WALLS (sea wall)	CY	\$ 1,800.00	18.57	\$ 33,426.00
430-175-118	18" CLASS III RCP	LF	\$ 140.00	165.00	\$ 23,100.00
430-175-124	24" CLASS III RCP	LF	\$ 150.00	901.00	\$ 135,150.00
430-175-218	14"X23" CLASS III ERCP (18" ROUND EQUIVALENT)	LF	\$ 170.00	50.00	\$ 8,500.00
430-175-224	19"X30" CLASS III ECRP (24" ROUND EQUIVALENT)	LF	\$ 250.00	26.00	\$ 6,500.00
430-175-230	24"X38" CLASS III ERCP (30" ROUND EQUIVALENT)	LF	\$ 300.00	21.00	\$ 6,300.00
430-175-236	29"X54" CLASS III ERCP (36" ROUND EQUIVALENT)	LF	\$ 340.00	44.00	\$ 14,960.00
430-175-248	38"X60" CLASS III ERCP (48" ROUND EQUIVALENT)	LF	\$ 350.00	1,591.00	\$ 556,850.00
430-886-60	MANATEE PROTECTION BARRIERS (HINGED)(38X60 PIPES)	EA	\$ 5,500.00	2.00	\$ 11,000.00
436-1-1	TRENCH DRAIN, TYPE 1	LF	\$ 200.00	430.00	\$ 86,000.00
425-1-351	INLET, CURB, TYPE P-5, <10'	EA	\$ 5,000.00	2.00	\$ 10,000.00
425-1-361	INLET, CURB, TYPE P-6, <10'	EA	\$ 5,500.00	9.00	\$ 49,500.00
425-1-451	INLET, CURB, TYPE J-5, <10'	EA	\$ 12,500.00	1.00	\$ 12,500.00
425-1-461	INLET, CURB, TYPE J-6, <10'	EA	\$ 13,500.00	9.00	\$ 121,500.00
425-1-201	INLET, CURB, TYPE 9, <10'	EA	\$ 6,000.00	2.00	\$ 12,000.00
425-1-561	INLETS, DITCH BOTTOM, TYPE F, <10'	EA	\$ 4,800.00	1.00	\$ 4,800.00
425-1-711	INLET, GUTTER, TYPE V, >10'	EA	\$ 6,000.00	5.00	\$ 30,000.00
425-1-713	INLET, GUTTER, TYPE V, <10'	EA	\$ 6,600.00	1.00	\$ 6,600.00
425-2-061	MANHOLE, P-8, <10'	EA	\$ 4,000.00	1.00	\$ 4,000.00
425-2-091	MANHOLE, J-8, <10'	EA	\$ 10,000.00	19.00	\$ 190,000.00
530-3-003	RIPRAP, RUBBLE, BANK AND SHORE	TONS	\$ 235.00	55.00	\$ 12,925.00
SP-39	NUTRIENT SEPARATING BAFFLE BOX with BAM NSBB+UFF 10-16	EA	\$ 200,000.00	2.00	\$ 400,000.00
SP-38	TIDEFLEX CHECKMATE VALVE	EA	\$ 80,000.00	2.00	\$ 160,000.00
400-4-1	CONCRETE CLASS IV, CULVERTS	CY	\$ 1,100.00	279.00	\$ 306,900.00
415-1-1	REINFORCING STEEL, ROADWAY	LS	INLC	1.00	INCL
SP-05	DEWATERING AND TEMPORARY SHORING	LS	\$ 103,000.00	1.00	\$ 103,000.00
	Drainage Items Sub-Total:				\$ 2,540,511.00

SIGNING AND PAVEMENT MARKING ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
0700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	AS	\$ 500.00	23.00	\$ 11,500.00
0700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	\$ 1,800.00	1.00	\$ 1,800.00

0700-1-50	SINGLE POST SIGN, RELOCATE	AS	\$ 150.00	1.00	\$ 150.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	\$ 20.00	24.00	\$ 480.00
0706 3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	\$ 5.00	280.00	\$ 1,400.00
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	\$ 6,000.00	1.00	\$ 6,000.00
0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	\$ 3,100.00	0.435	\$ 1,348.50
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	\$ 115.00	12.00	\$ 1,380.00
0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	\$ 3.15	123.00	\$ 387.45
0711 14123	THERMOPLASTIC, PREFORM, WHITE, SOLID, 12"	LF	\$ 9.00	1,172.00	\$ 10,548.00
0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	\$ 16.00	542.60	\$ 8,681.60
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	\$ 200.00	12.00	\$ 2,400.00
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	\$ 75.00	12.00	\$ 900.00
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	\$ 6,200.00	0.329	\$ 2,039.80
0711 16201	THERMOPLASTIC, STD- OTH, YELLOW, SOLID, 6"	GM	\$ 6,500.00	1.027	\$ 6,675.50
Signing and Pavement Marking Sub-Total:					\$ 55,690.85

SIGNALIZATION ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	\$ 14.00	275.00	\$ 3,850.00
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	\$ 40.00	330.00	\$ 13,200.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	\$ 3.50	2,220.00	\$ 7,770.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	\$ 750.00	11.00	\$ 8,250.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	\$ 1,000.00	6.00	\$ 6,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	\$ 270.00	2.00	\$ 540.00
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	\$ 750.00	4.00	\$ 3,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	\$ 1,250.00	2.00	\$ 2,500.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	EA	\$ 110.00	5.00	\$ 550.00
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	\$ 1,100.00	6.00	\$ 6,600.00
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	\$ 170.00	4.00	\$ 680.00

665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	\$ 55.00	1.00	\$ 55.00
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	\$ 1,000.00	2.00	\$ 2,000.00
	Signalization Items Sub-Total:				\$ 54,995.00
UTILITY CONDUIT ITEMS					
Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	\$ 16.00	20,448.00	\$ 327,168.00
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	\$ 25.00	4,827.00	\$ 120,675.00
SP-05	DEWATERING AND TEMPORARY SHORING	LS	\$ 8,000.00	1.00	\$ 8,000.00
	Utility Conduit Items Sub-Total:				\$ 455,843.00
POTABLE WATER ITEMS					
Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
PW-331101- 105-90204	Disconnect & Plug 2" or 4" Pipe	EA	\$ 250.00	6.00	\$ 1,500.00
PW-331101- 105- 90406	Disconnect & Plug 6" or 8" Pipe	EA	\$ 350.00	2.00	\$ 700.00
PW-331101- 105- 91620	Disconnect & Plug 16" or 20" Pipe	EA	\$ 3,500.00	2.00	\$ 7,000.00
PW-331101- 304- 02P21	2" PVC Pipe, SDR 21	LF	\$ 18.00	244.00	\$ 4,392.00
PW-331101- 304- 04P18	4" PVC Pipe, C-900 DR 18	LF	\$ 55.00	111.00	\$ 6,105.00
PW-331101- 304- 04DRJF	4" DI Restrained Joint Pipe, CL 350	LF	\$ 150.00	102.00	\$ 15,300.00
PW-331101- 304- 06P18	6" PVC Pipe, C-900 DR 18	LF	\$ 70.00	618.00	\$ 43,260.00
PW-331101- 304- 06DRJF	6" DI Restrained Joint Pipe, CL 350	LF	\$ 160.00	175.00	\$ 28,000.00
PW-331101- 304- 08P18	8" PVC Pipe, C-900 DR 18	LF	\$ 75.00	1,642.00	\$ 123,150.00
PW-331101- 304- 08DRJF	8" DI Restrained Joint Pipe, CL 350	LF	\$ 170.00	179.00	\$ 30,430.00
PW-331101- 304- 16DRJF	16" DI Restrained Joint Pipe, CL 350	LF	\$ 250.00	1,921.00	\$ 480,250.00
PW-331101- 305- 90204	Remove Out of Service Pipe 2" or 4"	LF	\$ 20.00	867.00	\$ 17,340.00
PW-331101- 305- 90608	Remove Out of Service Pipe 6" or 8"	LF	\$ 25.00	1,272.00	\$ 31,800.00
PW-331101- 305- 91416	Remove Out of Servie Pipe 14"or 16"	LF	\$ 55.00	1,857.00	\$ 102,135.00
PW-331101- 304- 91624	16" - 24" Pipe & Appurtenances Over Depth Excavation	LF	INLC	INCL	INCL
PW-331101- 308- 02SC	2" Sleeved Connection	EA	\$ 250.00	6.00	\$ 1,500.00
PW-331101- 308- 04SC	4" Sleeved Connection	EA	\$ 400.00	2.00	\$ 800.00
PW-331101- 308- 06SC	6" Sleeved Connection	EA	\$ 900.00	4.00	\$ 3,600.00

PW-331101- 308-C153	DI Fittings C 153 (Compact Body)	TN	\$ 16,000.00	7.72	\$ 123,520.00
PW-331101- 308-924RD	Reverse Deadman for 2" or 4" Pipe	EA	\$ 1,100.00	9.00	\$ 9,900.00
PW-331101- 308-968RD	Reverse Deadman for 6" or 8" Pipe	EA	\$ 2,500.00	6.00	\$ 15,000.00
PW-331101- 308-916RD	Reverse Deadmand for 16" Pipe	EA	\$ 7,500.00	3.00	\$ 22,500.00
PW-331101- 309-9001	Adjust Valve Box to Finished Grade, (In Pavement)	EA	\$ 250.00	2.00	\$ 500.00
PW-331101- 309-02RW	2" RWGV (Resilient Wedge Gate Valve) & Box	EA	\$ 800.00	7.00	\$ 5,600.00
PW-331101- 309-04RW	4" RWGV (Resilient Wedge Gate Valve) & Box C 515	EA	\$ 1,000.00	1.00	\$ 1,000.00
PW-331101- 309-06RW515	6" RWGV & Box C 515	EA	\$ 1,200.00	24.00	\$ 28,800.00
PW-331101- 309-08RW515	8" RWGV & Box C 515	EA	\$ 1,800.00	31.00	\$ 55,800.00
PW-331101- 309-16RW	16" RWGV & Box C 515	EA	\$ 7,500.00	6.00	\$ 45,000.00
PW-331101- 310-0002	Fire Hydrant Assembly with Valve	EA	\$ 5,000.00	8.00	\$ 40,000.00
PW312333- 309-0608	Well Point Dewatering	LS	\$ 75,000.00	1.00	\$ 75,000.00
PW-331101- 312-0404TV	4" x 4" Tapping Sleeve Valve & Box	EA	\$ 3,200.00	1.00	\$ 3,200.00
PW-331101- 312-0606TV	6" x 6" Tapping Sleeve Valve & Box	EA	\$ 3,500.00	3.00	\$ 10,500.00
PW-331101- 312-168TV	16" x 8" Tapping Sleeve Valve & Box	EA	\$ 8,000.00	1.00	\$ 8,000.00
PW-331101- 312-1616TV	16" x 16" Tapping Sleeve Valve & Box	EA	\$ 16,000.00	2.00	\$ 32,000.00
PW-331101- 314-01LS	1" Service Connection (Long Side)	EA	\$ 2,000.00	20.00	\$ 40,000.00
PW-331101- 314-01SS	1" Service Connection (Short Side)	EA	\$ 1,100.00	20.00	\$ 22,000.00
PW-331101- 314-901MR	1" Meter (Remove, Relocate & Reconnect)	EA	\$ 750.00	40.00	\$ 30,000.00
PW331301- 000-0206	Disinfection of 2" to 6" Water Main	LF	\$ 1.50	1,250.00	\$ 1,875.00
PW331301- 000-0812	Disinfection of 8" to 12" Water Main	LF	\$ 1.50	1,821.00	\$ 2,731.50
PW331301- 000-1420	Disinfection of 14" to 20" Water Main	LF	\$ 2.00	1,921.00	\$ 3,842.00
SP-13	As-Built Plans (for Potable Water only)	LS	\$ 5,000.00	1.00	\$ 5,000.00
SP-101	Survey Control (for Potable Water only)	LS	\$ 20,000.00	1.00	\$ 20,000.00
Potable Water Items Sub-Total:					\$ 1,499,030.50
SANITARY SEWER ITEMS					

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
SS-330132-306-9001	Clean & Televiser Sanitary Sewer	LF	\$ 9.00	1,845.00	\$ 16,605.00
SS-333301- 301-08P18-1012	8" PVC Pipe, C-900 DR 18 (Gravity Sewer) 10' - 12' Depth	LF	\$ 110.00	1,726.00	\$ 189,860.00
SS-333301- 301-24P18-1012	24" PVC Pipe, C-905 DR 18 (Gravity Sewer) 10' - 12' Depth	LF	\$ 500.00	119.00	\$ 59,500.00
SS-333301- 301-90608	Remove Pipe 6" or 8" (Gravity Sewer)	LF	\$ 40.00	761.00	\$ 30,440.00
SS-333301- 301-92024	Remove Pipe 20" or 24" (Gravity Sewer)	LF	\$ 60.00	123.00	\$ 7,380.00
SS-333300- 301-960810	6" Pipe - Install or Adjust Service Lateral 8' - 10' Deep	EA	\$ 3,000.00	40.00	\$ 120,000.00
SS-333900- 302-0001	Precast Manhole Standard	EA	\$ 7,500.00	18.00	\$ 135,000.00
SS-333900- 302-9001	Removal of Existing Manhole	EA	\$ 2,000.00	5.00	\$ 10,000.00
SS-333900- 202-9003	Manhole Connection (Depth <6') (Various Diameter Core)	EA	\$ 3,300.00	1.00	\$ 3,300.00
SS-333900- 202-D002	Adjust Manhole Ring & Cover to Finished Grade (Outside of Pavement)	EA	\$ 800.00	1.00	\$ 800.00
SP-05	Dewatering and Temporary Shoring	LS	\$ 50,000.00	1.00	\$ 50,000.00
Sanitary Sewer Items Sub-Total:					\$ 622,885.00

NON-POTABLE WATER ITEMS

Pay Item #	ITEM	UNIT	UNIT PRICE	QTY	COST
RW-333501- 304-02P21RJP	2" PVC Restrained Joint Pipe & Fittings, SDR 21	LF	\$ 70.00	66.00	\$ 4,620.00
RW-333501- 304-04P18RJP	4" PVC Restrained Joint Pipe, C-900 DR 18	LF	\$ 55.00	754.00	\$ 41,470.00
RW-333501- 304-06P18RJP	6" PVC Restrained Joint Pipe, C-900 DR 18	LF	\$ 70.00	873.00	\$ 61,110.00
RW-333501- 304-16P18RJP	16" PVC Restrained Joint Pipe, C-905 DR 18	LF	\$ 300.00	117.00	\$ 35,100.00
RW-333501- 305-90204	Remove Out of Service Pipe 2" or 4"	LF	\$ 20.00	1,263.00	\$ 25,260.00
RW-333501- 305-90608	Remove Out of Service Pipe 6" or 8"	LF	\$ 25.00	809.00	\$ 20,225.00
RW-333501- 305-91618	Remove Out of Service Pipe 16" or 18"	LF	\$ 55.00	91.00	\$ 5,005.00
RW-333501- 309-02SC	2" Sleeved Connection	EA	\$ 250.00	2.00	\$ 500.00
RW-333501- 309-04SC	4" Sleeved Connection	EA	\$ 400.00	8.00	\$ 3,200.00
RW-333501- 309-06SC	6" Sleeved Connection	EA	\$ 1,200.00	1.00	\$ 1,200.00

RW-333501- 309-16SC	16" Sleeved Connection	EA	\$ 7,500.00	2.00	\$ 15,000.00
RW-333501- 309-C153	DI Fittings C 153 (Compact Body)	TN	\$ 19,000.00	1.86	\$ 35,340.00
RW-333501- 309-924RD	Reverse Deadman for 2" or 4" Pipe	EA	\$ 1,200.00	8.00	\$ 9,600.00
RW-333501- 309-968RD	Reverse Deadman for 6" or 8" Pipe	EA	\$ 3,100.00	1.00	\$ 3,100.00
RW-333501- 309-91620RD	Reverse Deadman for 16" or 20" Pipe	EA	\$ 7,500.00	2.00	\$ 15,000.00
RW-333501- 310-9001	Adjust Valve Box to Finished Grade (In Pavement)	EA	\$ 250.00	10.00	\$ 2,500.00
RW-333501- 310-04RW515	4" RWGV & Box, C 515	EA	\$ 1,000.00	2.00	\$ 2,000.00
RW-333501- 310-06RW515	6" RWGV & Box, C 515	EA	\$ 1,200.00	12.00	\$ 14,400.00
RW-333501- 313-01LS	1" Service Connection (Long Side)	EA	\$ 2,000.00	20.00	\$ 40,000.00
RW-333501- 313-01SS	1" Service Connection (Short Side)	EA	\$ 1,100.00	20.00	\$ 22,000.00
RW-333501- 313-901MR	1" Metered Service (Remove, Relocate & Reconnect)	EA	\$ 750.00	40.00	\$ 30,000.00
RW-331101- 304-91416	14" - 16" Pipe & Appurtenaces Over Depth Excavation	LF	INCL	INCL	INCL
RW-312333- 309-0608	Well Point Dewatering	LS	\$ 15,000.00	1.00	\$ 15,000.00
SP-05	Dewatering and Temporary Shoring	LS	\$ 20,000.00	1.00	\$ 20,000.00
	Non-Potable Water Items Subtotal:				\$ 421,630.00



Addendum #1 to RFB – Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

04/13/2018

The design team has addressed many questions below, but is still addressing the remaining comments and will provide another addendum at a later date.

- Q:** *Will the Subject bid due date be pushed back? Is so, what will the new bid date be?*
- A:** Yes, the deadline for bid submission is now June 1st, 2018 at 4:00 PM. Sealed bids received before the deadline will be publicly opened and read on June 4th, 2018 at 11:00 AM. A plans addendum with updated specifications will be provided on May 18th, 2018.
- Q:** *Regarding the Subject project, the number of copies for submission is different on page 5 of the different documents. One is requesting, "Original bid form and five (5) complete copies" and the other page 5, "The contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive)..."*
- A:** Submit one original bid, two (2) copies, and an electronic copy (on a USB flash drive).
- Q:** *What is the anticipated award date?*
- A:** The anticipated award date is July 2018. This date is subject to change at the City's discretion.
- Q:** *Where can the staging be for at trailer and material storage?*
- A:** The roadway right-of-way along Blind Pass will be available for temporary trailer and material storage. The Contractor should anticipate moving these staging areas along the project as construction progresses to maximize access and minimize disturbance to residents. Resident's access to their homes must be maintained at all times.
- Q:** *Technical spec on page 16 requires the bidder to submit a testing schedule which is not normal.*
- A:** Testing schedule is to be completed and submitted for EOR and City approval prior to any backfilling.
- Q:** *Is there any City owned property near the project site that could be utilized as laydown for this project?*
- A:** No.
- Q:** *Will the private fencing and shed located within the easement boundary shown on sheets P-10 & P-11 be removed by others?*
- A:** Yes.

Q: Will the City be handling all Right of Entry for work to be performed on private property?

A: Yes.

Q: I do not have a good set of plan for the above referenced project and cannot see the location of installation for the Red Valve Tideflex Checkmate Valve (Item SP-38). Will the valves be installed at the sea wall into the 38" x 60" ERCP?

A: The check valve locations are shown on Sheet P-11 of the bid plans. Note that we are considering revisions to the design which may result in moving the check valve locations. The changes, if incorporated, will be included in another addendum.

Q: Can the new water be installed in phases?

A: A detail is provided in the utility plans for phasing of the water main construction. The water main construction can be phased to suit construction approach. At the Contractor's option, the contractor will provide a revised water main construction phasing plan for the City, County, and Engineer's review and acceptance prior to construction.

Q: Soil boring B4 indicates peat and will that material need to be removed?

A: As indicated in the geotechnical report provided with the bid package, "Organic soils and clayey soils should be removed (where encountered) within 24 inches from the bottom of the pipeline and replaced with properly compacted clean sands (SP/SP-SM)." A pay item and estimated quantity will be added to the cost estimate.

Q: What is the meaning of note 21 on sheet TC-01

A: This note will be removed from the plans.

Q: Sheet P-15 has a note that states that the seawall is by others. Is that correct?

A: The "by others" note on Sheet P-15 will be removed.

Q: Verify that the bidders' conduit work stops at the ROW and the various utility owners (or City) will be responsible for the connections to the users.

A: There is work to be performed by the Contractor outside of the right-of-way within Duke Energy easements. The City is acquiring easement agreements for this work. The location of the work is as shown in the plans. The contractor will not be required to make connections to the homes.

Q: Can crushed concrete road base be used in lieu of limerock base following FDOT guideline for optional base groups?

A: Use of Optional Base Groups is acceptable. The optional base groups will be provided in the plans addendum to clarify the pavement construction.

Q: Special provision SP-28 for asphalt reads that the asphalt is 2" of SP-12.5 and 1" of SP-9.5. However the typical sections only call for 2" of SP-12.5 installed in one lift. Installing a final 1" lift of asphalt over all of the roads at the end of the project is worthwhile but we would need to change the typical section details by adding an additional 1" of asphalt for a total thickness of 3".

A: The asphalt construction will follow pavement design shown in the typical sections. An updated Special Provision SP-28 will be provided with the plans addendum to clarify the asphalt construction.

Q: Will the City please provide the Engineer's estimate/budget for this project?

A: Yes. The engineer's estimate will be provided with the plans addendum on May 18th, 2018.

Q: Will the City please confirm that the Contractor will be allowed to utilize the Right Of Way for all staging needs for the duration of the project.

A: A complete closure of the project limits of Blind Pass Road and side streets is not allowed. The Right Of Way available during the different temporary traffic control stages may be utilized for staging needs. Contractor to coordinate with City for all staging requests and final acceptance.

Q: Will the City please provide the Duke Energy Specifications pertaining to the proposed work?

A: Duke Energy conduit specifications are included with this Addendum.

Q: Will the City please provide the Frontier Specifications pertaining to the proposed work?

A: Frontier conduit requirements will be added to the plans. This will be included in another addendum.

Q: Is it the City's intent for the Duke Energy and Brighthouse conduit to be installed by Horizontal Directional Drill? If so, please provide the launch and receiving locations as well as the depth of borings.

A: It will be the contractors discretion to construct with directional bore or cut/cover methods. We have called out directional bore in areas to minimize disturbance to existing residential properties.

Q: Will there be any casing requirements for conduit installed under roadways and driveways?

A: There are no casing requirements for the conduits installed under roadways and driveways.

Q: Sheet C-01, North Side of Blind Pass Rd. shows "Install 171lf of 1-2" HDPE Conduit (For Duke)". Sheet C-02 references the same length of conduit as "Install 2-4" HDPE Conduit(For Duke)". Please clarify the size and number of conduit for this run.

A: We will review and provide any necessary corrections in another addendum.

Q: The current utility plans do not show any residential or commercial water service connections. Is the Contractor to assume that there will be no service connections on the new water lines?

A: The contractor will be required to provide new service connections to the proposed watermain. A utility note will be provided in the plans in another addendum to clarify.

Q: The current utility plans do not show any sanitary sewer laterals. Is the Contractor to assume there will be no sewer laterals that tie into the new system?

A: The contractor will be required to install new service connections to the proposed sanitary sewer. A utility note will be provided in the plans in another addendume to clarify.

Q: Please check Fitting Table WMO8. There are multiple incorrect fitting sizes and some appear to be missing completely.

A: Fitting table WMO8 has been reviewed, and an updated table will be provided in the plans in another addendum.

Q: Is the City open to the use of Concrete Box Culvert in lieu of Elliptical RCP from S-2 to the Outfall?

A: We are considering a design revision to replace this section of double elliptical pipe with a single box culvert. We will include the revised design sheets with Addendum 2.

Q: Please check the alignment/easement boundary for Riprap and Floating Turbidity barrier on Sheet P-15. It appears to be in conflict with an existing private dock.

A: We will review and provide any plan changes in another addendum.

Q: Please consider moving the location of the Suntree Baffle boxes to the general location of S-3 and closing the spacing between the proposed ERCP. The current alignment appears to be in conflict with both properties bordering the easement.

A: We are considering design changes which will move the baffle boxes onto 70th Avenue and replace the double elliptical pipes within the easement to a single box culvert. We will include the revised design sheets in another addendum.

Q: Please consider combining S-1A and S-1B into one structure.

A: We are considering design changes to the stormwater system located within the easement. The revised plan sheets will be included in another addendum.

Q: As a follow up to our discussion at the Prebid about the outfall construction you indicated that the Subtree boxes S1E and S10 could be moved further west. Our discussion with Suntree indicate the boxes usually will have floor bases that extend up to a foot beyond the walls and they also recommend the bedding extend another foot. Therefore the boxes excavation can be expected to be about 14 to 16 foot wide and about 13 to 14 foot deep. For bidding purposes can we assume that we can move the boxes west of S4? If not, can you tell us what the options are? Also, I recall you telling us that the overhead power line at Boca Ciega Drive cannot be relocated or DE energized. These boxes are heavier than a normal precast unit and will require a crane to lift and set in place. Please keep this in mind.

A: We are considering design changes to the stormwater system located within the easement including relocating the baffle boxes onto 70th Avenue. The revised plan sheets will be included in another addendum.

Q: The description for Pay Item 430-175-236 29" X 54" CLASS III ERCP states it is the 36" round equivalent but the equivalent ERCP would be 29" X 45". Is the pay item description simply a typo?

A: The description will be updated to: 29"x45" Class III ERCP (36" Round Equivalent)

Q: The description for Pay Item 425-1-711 states that it is for Type V Gutter Inlets greater than 10' deep, however the structures described as such on the plans all appear to be less than 10' deep. Is there a typo in the item description or are these inlets greater than 10' deep?

- A: The pay item is intended for inlet <10' deep. We will update the pay item description.
- Q: *The Pay Item PW-331101-309-9001 Adjust Valve Box to Finished Grade, (In Pavement) is provided twice under the Potable Water section of the bid form, once with a quantity of 18 EA and once with a quantity of 10 EA. Are these two separate bid items? If so, what is the difference? If not, which is the correct quantity or is it a total of the two items?***
- A: The duplicate pay item will be removed. The quantity will be reviewed and update in the upcoming plans addendum.
- Q: *Utility Note 5 on Plan Sheet GN-2 states that the contractor shall coordinate the adjustment of all utilities with the utility agency owner and City Responsibility Note 2 on the same page states the City is responsible for all coordination with each utility provider for utility relocation of electric, gas, cable and phone. What constitutes the difference between adjustment and relocation?***
- A: The "City Responsibility" notes on Sheet GN-02 will be removed from the plans.
- Q: *City Responsibility Note 1 states the City shall coordinate with utility providers for all utility poles to be removed prior to construction. Has this pole relocation/removal begun and, if so, how far along are the relocation efforts? With a construction start date not provided, is there a schedule for this relocation?***
- A: The "City Responsibility" notes on Sheet GN-02 will be removed from the plans.
- Q: *Again, City Responsibility Note 2 states the City is responsible for all coordination with each utility provider for utility relocation of electric, gas, cable and phone. Has this coordination effort begun? If so, where does it stand? Will all utility relocation efforts be complete before construction begins?***
- A: The "City Responsibility" notes on Sheet GN-02 will be removed from the plans.
- Q: *For the water main connections to existing and the disconnect & caps and associated pipe removal, are we to assume the mains can be isolated and temporarily shut down through the use of valves on the existing mains or do we need to include the appropriate amount of line stops for the various connections and disconnections/removals?***
- A: You can assume the water mains can be isolated and temporarily shut down through the use of valves on the existing mains. The City will be required to do a valve check prior to construction.
- Q: *The item for 2 or 4" disconnect & plug 2" or 4" pipe has a quantity of 885 each on the Generalized List of Pay Items sheet. We assume this is a typo as we have found a significantly smaller quantity on the plans. Can you confirm this is a typo and provide the corrected quantity?***
- A: The revised quantity will be included in the upcoming plans addendum.
- Q: *The quantity provided for the weight of ductile iron fittings for both water main and reclaimed water main are both more than twice of what is provided in the plans (plan view and fitting charts). Typically, Pinellas County only pays for the weight of the fitting in the pay item, not the weight of any joint restraints required (megalugs or bell restraints) on the project, those get paid under the pipe pay items. Is this the case for this project and this pay item? If not, including the weight of all joint restraints could make up for a large portion of the***

discrepancy. If we are following typical County specs with respect to pay weights, what is accounting for the large discrepancy?

A: We will review the discrepancy and provide new quantities with the plans addendum scheduled for May 18.

Q: On sheet P-11 it appears that the plans call for placing rip-rap under the existing, privately owned boat lift. This would place sheeting for the cofferdam even further into the private property boat lift. Could the City verify the right-of-way and all easements in conjunction with the proposed design for the location of the rip rap and cofferdam for the sea wall outfall?

A: The layout of the rip-rap will be revised so that it can be constructed without impact to the existing dock. The upcoming plans addendum will provide the updated layout and quantities.

Q: At the prebid meeting there was discussion regarding the outfall piping and structures shown on Sheets P-10 and P-11. It seemed that a consensus was reached to move the baffle boxes into the roadway and no longer be installed in the narrow corridor between the existing homes. The pipe runs, manholes, and tideflex valves would still be installed in the corridor. Is the City going to incorporate this discussion into a plan revision?

A: We are considering design changes which will move the baffle boxes onto 70th Avenue and replace the double elliptical pipes within the easement to a single box culvert. We will include the revised design sheets in an upcoming addendum.

Q: Is there an Engineer's Estimate available for the project?

A: The engineer's estimate of probable construction cost will be provided with the plans addendum on May 18th.

Q: Soil Boring B-4 indicates a layer of potentially unsuitable material. Since this is a lump sum project, will the City/EOR provide a quantity of unsuitable material so all bidders will be working from the same assumption? Or can a line item and quantity be provided as a unit price to be included in all bids?

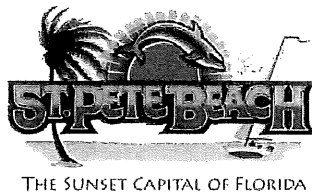
A: As indicated in the geotechnical report provided with the bid package, "Organic soils and clayey soils should be removed (where encountered) within 24 inches from the bottom of the pipeline and replaced with properly compacted clean sands (SP/SP-SM)." A pay item and estimated quantity will be added to the cost estimate which will be included in the plans addendum.

Q: S-34 (STA116+28RT) is a manhole in the sidewalk that connects to another manhole. There is an existing line (storm or sanitary?) that terminates at this structure. We are trying to understand what is going on here and if we are to connect this new structure to an existing storm line. Please advise.

A: S-34 is a manhole that will serve to provide a connection for future stormwater system to the east. However, we have identified a conflict with the existing sanitary line on the side street and, therefore, we are removing the drainage structure S-34 and the pipe from S-34 to S-33B from the project. This update will be reflected in the plans addendum.

Q: Will the Subject bid due date be pushed back? If so, what will the new bid date be?

A: The bid date is being rescheduled for June 1. Also, a plans addendum with updated specifications and engineer's estimate will be provided on May 18.



Addendum #2 to RFB – Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

05/21/2018

Q: Can we submit our own completion dates (or duration after NTP) with the bid?

A: No. The Completion Date is hereby changed to 18 Months after issuance of Notice to Proceed.

Q: In Section 2 of the general contract documents there is language (such as Page 9 and Page 16) that appears to make the contractor responsible for the cost of any unforeseen condition. Please clarify that it is not the Owner's intent to make the contractor responsible for unforeseen conditions that are beyond their control.

A: The second paragraph of the "Change of Contract Amount" section on page 9 of the Request for Bid shall be changed in its entirety to read:

"All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. Claims for adjustment to the Contract Amount will be considered on a case by case basis for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order."

Additionally, the first paragraph of the "Utilities" section on page 16 of the Request for Bid shall be changed in its entirety to read:

"The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor."

Q: Will it be required to be a Duke Energy FPL Certified Contractor to install the Duke Energy Conduit.

A: No.

Q: Will there be any different insurance required by Duke Energy for the Duke Energy Conduit that is proposed.

A: No.

Q: Is it the City's intent for the contractor to stub up and cap utility conduit at "Proposed Utility Boxes (By Others)"?

- A: Yes, the contractor shall provide the conduit to its proposed location at the utility boxes (by others) and provide temporary caps.
- Q: ***Under the Potable Water, Sanitary Sewer & Reclaimed Water Main sections of the bid form, there is an item 999-0000 Unspecified Work Allowance with a quantity of 1 LS but not unit or total price provided. How are we to bid this item? Will a dollar amount that all bidders are to use be provided?***
- A: These pay items have been removed from the bid.
- Q: ***In the Sanitary Sewer section of the bid form there is both a Pre- & Post Clean and Televis (Gravity Sewer to remain place) pay item with a quantity of 570 FT. However, there does not appear to be anywhere on the plans that this work is called out. When have no way of knowing what size the existing line is, how many runs it consists of, how the access to the existing manhole is, what bypass is needed to isolate the lines; all factors that affect the pricing of this item. Can the existing line(s) intended to be pre and post cleaned and televised be identified on the plans so we are able to accurately price this work?***
- A: No, existing lines to remain are not to be televised. New lines shall be televised for approval. Revised quantity and updated sanitary sewer supplemental specifications are provided with this addendum.
- Q: ***There is no utility relocation schedule for these private facilities provided in the plans; has one been completed and if so, can it be provided? The contract provided language requiring us to begin construction within a certain period of time after receiving an executed contract and we have to provide days to final completion, however, per the plans the utility relocation efforts appear somewhat extensive and we know it can be a very lengthy process so it is very difficult for us to provide you with an accurate amount of time to complete the project when we do not know the status and schedule of the utility (electric, gas, cable and phone) relocation work and it is something we do not have any control over***
- A: The project Completion Date shall be 18 Months following issuance of Notice to Proceed. The Contractor is not required to submit a days to final completion. No
- Q: ***On Page 7 of the Bid Documents and technical specifications, the list of Roadway Items shows that there is only one asphalt pay item, "0334-1-53 Superpave Asph Conc, Traf C, PG76-22." Please confirm pay item "0334-1-53" has Polymer as shown and if so, please correct the expected quantities.***
- A: The Polymer Modified Asphalt (PMA) has been removed from the asphalt structural courses shown on the typical sections.
- Q: ***According to Plan Sheet No. TS-01, the only area that calls out for the asphalt pay item "Superpave Asph Conc, Traf C PG76-22" mix is for Typical Section 1 @ 3". Typical section 2 thru Typical section 4 calls out for 2" SP12.5 TLC, and Typical Section 5 thru Typical Section 7 call for 1.5" SP9.5 TLC. It appears there should be a pay item established for Superpave Asph Conc Traf C for typical sections 2 thru 7 as noted above, please revise the bid form accordingly.***
- A: The asphalt structural courses shown on the typical sections have been updated to include the PG 76-22 binder.
- Q: ***For the 8" water main gate valves there is a large discrepancy between the quantity provided on the Generalized List of Pay Items (31 each) and what we can find on the plans, both the plan view and fitting & valve table, (8 each). We***

understand that this is a lump sum job and we are to bid everything we find in the plans but also realize the Pay Items list quantities must be derived from somewhere and since the quantity is significantly higher than what we can find, we want to make sure we aren't missing something. Is there somewhere not shown on the plans that these valves are to be used or is this an allowance quantity to be used at the City's discretion? Most other quantities provided appear fairly close, so this item stuck out.

A: The pay items and quantities have been reviewed and updated in the revised bid plans and cost estimate included with this addendum.

Q: *Similar to the previous question, there is a large discrepancy between the quantity of 6" reclaimed water main valves provided on the List of Pay Items (12 each) versus what is shown on the plans (3 each). Is there a reason for this discrepancy or are valves required somewhere not shown on the plans or is this an allowance quantity?*

A: The pay items and quantities have been reviewed and updated in the revised bid plans and cost estimate included with this addendum.

Q: *There is an item for 16" reclaimed water main gate valves with a quantity of 2 each on the list of bid items but we could not find any called out to be installed on the plans. Are these valves to be installed somewhere not shown on the plans or is this an allowance item to be used at the City's discretion?*

A: The 16" reclaimed watermain gate valves have been reviewed, and the pay item has been removed from the bid items.

Q: *Please provide the plan locations of existing sanitary sewer laterals for quantity verification. The listed quantity of 40 EA does not provide sufficient detail for quantifying the work and the existing sewer laterals are not shown on the issued bid plans.*

A: The contractor will be required to provide new service connections to the proposed water, sewer and reclaimed mains. A utility note has been provided in the revised bid plans with this addendum to clarify. The contractor shall field verify the locations of the connections.

Q: *Please provide the plan locations of existing water service connections (potable and reclaimed) for quantity verification. The listed quantity of 40 EA does not provide sufficient detail for quantifying the work and the existing service laterals are not shown on the issued bid plans.*

A: The contractor will be required to provide new service connections to the proposed water, sewer and reclaimed mains. A utility note has been provided in the revised bid plans with this addendum to clarify. The contractor shall field verify the locations of the connections.

Q: *If the drainage and structures for the outfall are to be constructed as currently shown, will a temporary critical shoring plan be provided? Are there minimum distances between pipes to be maintained? Understanding means and methods is on the Contractor, how did the EOR envision the outfall construction process being performed?*

A: The design of the stormwater outfall has been revised as shown on the revised bid plans included with this addendum. However, the contractor will be required to design and provide temporary shoring as needed.

- Q:** *The typical sections indicate the use of 8" and 10" limerock for roadway construction (FDOT Spec 230). Can we utilize optional base materials per FDOT Spec 285 that will meet 8" and 10" limerock, respectively?*
- A:** Use of Optional Base Groups is acceptable. The optional base groups are provided in the revised bid plans included with this addendum.
- Q:** *Please provide copies of all permits obtained for the project. Will permits be required for the tie-ins at each end of Blind Pass Road where we connect to FDOT roadways? These connections are at signalized intersections. Please confirm we will need to follow standard FDOT requirements for maintenance of traffic through signalized intersections.*
- A:** The FDOT Utility and Construction Permits are included with this addendum. The Southwest Florida Water Management District exemption and FDEP Water and Sewer permits were previously provided.
- Q:** *Is the MOT plan provided for information purposes? Can it be modified if we have a different means to construct the project?*
- A:** The Traffic Control Sheets provided are for informational purposes and intended to be a Staging Plan. The contractor will be required to submit a traffic control plan for review and approval by the City and Engineer. Additionally, the Staging Plan can be modified subject to review and approval by the City and Engineer.



THE SUNSET CAPITAL OF FLORIDA
155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 3

Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

Issued May 29, 2018

The deadline for bid submission is changed to June 22nd, 2018 at 10:00 AM. Bids received by this deadline will be immediately opened publicly in the Commission Chamber at City Hall.

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

Initial TF



THE SUNSET CAPITAL OF FLORIDA
155 Corey Avenue
St. Pete Beach, FL 33706-1839
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Addendum 4

Blind Pass Road Reconstruction From 75th Ave to Gulf Blvd

Issued June 04, 2018

Note that this Addendum does not change the bid due date and time for the above referenced RFB. Sealed bids must be received by 10:00 AM on June 22nd, 2018, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Q: Is a utility relocation schedule for the private utility Owners available (e.g. Duke power, gas main, etc.)? How long do they need to perform their work? Will their work be done before we mobilize or will it be concurrent with all the other work being done during construction?

A: The overhead work and removal of power poles will be done after the conduit is installed and the new buried systems are online. The contractor will need to work around the existing power poles until they are removed. We are not aware of any significant utility or roadway conflicts with the existing poles. We anticipate the TECO gas main relocations will be conducted concurrently with this project. We will conduct a utility coordination meeting with the selected contractor at about the same time as the pre-construction meeting.

Q: The pipe bedding detail on DD-01 requires FDOT #57 stone under the drainage piping. Can it be any FDOT certified #57 material? Does it need to be non-calcareous?

A: The stone shall meet the requirements of the FDOT Standard Specifications.

Q: Note #21 on Sheet GN-01 indicates all sidewalk in FDOT ROW is to be 6" thick with fiber mesh. This note contradicts Notes 19 and 20. Please clarify which note prevails.

A: Sidewalk thickness should follow the typical sections, which is shown as 4" thick, and the requirements of the FDOT Standard Specifications. The only locations where 6" thick sidewalk is required are curb returns and driveways.

Q: The following question was in Addendum #2: "Please provide the plan locations of existing sanitary sewer laterals for quantity verification. The listed quantity of 40 EA does not provide sufficient detail for quantifying the work and the existing sewer laterals are not shown on the issued bid plans." The answer was that a note would be added to the revised bid plans. Can you direct us to the note that has been added?

A: See sheet GN-02 Utility Note #10.

Q: The following question was in Addendum #2: "Please provide the plan locations of existing water service connections (potable and reclaimed) for quantity verification. The listed quantity of 40 EA does not provide sufficient detail for quantifying the work and the existing service laterals are not shown on the issued bid plans." The answer was that a note would be added to the revised bid plans. Can you direct us to the note that has been added?

A: See sheet GN-02 Utility Note #10.

Q: Per Addendum #2, a quantity of 550 CY for subsoil excavation has been added to the Engineer's Estimate due to Soil Boring B-4. Are all contractors to include this quantity in our proposal? Will we be paid for this as a unit price quantity adjustment if we overrun the provided quantity?

A: The contractors shall all bid the 550 CY for subsoil excavation. The contractors shall anticipate an add-on or deduct at their contracted unit rate based on the actual quantity.

Q: Per Addendum #1, the description for Pay Item 430-175-236 has not been updated.

A: The description should read, “29” x 45” Class III ERCP (36” Round Equivalent)”. Please note it is the Contractor’s responsibility to assess the required pay items and quantities.

Q: Per Addendum #1, the description for Pay Item 425-1-711 has not been updated.

A: The pay item should read <10’. Please note it is the Contractor’s responsibility to assess the required pay items and quantities.

Q: The description for Pay Item 425-1-713 has been changed. The “J-Bottom” has been removed. Is this correct?

A: This pay item number refers to J-Bottom Type V inlet <10’. Please note it is the Contractor’s responsibility to assess the required pay items and quantities.

Q: There appears to be more brick pavers being installed than what will be salvaged. Provide manufacturer and color information so we can match what is existing – for both the roadway and sidewalk.

A: We will not re-use the existing brick. Any salvaged brick will become the property of the Contractor. The Contractor shall provide manufacturer and color information for the new brick to the City for approval. The intention is to match the existing brick as much as possible.

The below list represents the majority of changes that were incorporated into the revised plan set issued as part of Addendum #2:

- Moved the baffle boxes onto 70th Avenue.
- Revised a section of the double 38x60 pipe section to double 3’x4.5 cast-in-place concrete box culvert, at the intersection of Boca Ciega/70th and within the outfall. The box culvert section accommodates utility conflicts with a Frontier communications vault and a proposed section of gravity sewer. The box culvert also has 12 inches of bedding stone wrapped in filter fabric. The cost is included in the cost of the concrete.
- The typicals were cleaned up for clarity and to reflect changes in the pavement design per the addendum. The limits may have changed slightly as well. Contractors should recheck the typicals, pavement and associated quantities.
- Cleaned up the roadway plans providing more detail on the curb cuts and driveways. Sidewalk layout may have changed very slightly. Revised 73rd Avenue to a four-way stop with four crossings. It was previously a 2-way stop with 2 crossings.
- Added Cofferdam and Manatee Grates to the pay items. Dropped a couple of utility pay items that were covered in the cost of the pipe.

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

Initial TF

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

Issue Considered: Ordinance 2018-09: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement Projects Fund, Wastewater Fund, Stormwater Fund, Reclaimed Water Fund, and General Fund.

Date: August 14, 2018

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The intent of Ordinance 2018-09 is to amend the budget to provide sufficient funding for the Blind Pass Road reconstruction project. The attached table specifies individual funding sources, including new revenue and expenditures.

Funding: Ordinance 2018-09 increases capital outlay expenditures in the amount of \$3,852,353, which is partially offset by additional revenue totaling \$1,850,468. The net effect is an expenditure increase of \$2,001,885.

Requested Motion: “I move to approve Ordinance 2018-09 on final reading (read title).”

Attachment: Ordinance 2018-09
Appendix A
Blind Pass Road Project Fund Summary

Reviewed by the City Manager: WS

Ordinance 2018-09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS TO THE CAPITAL IMPROVEMENT PROJECTS FUND, WASTEWATER FUND, STORMWATER FUND, RECLAIMED WATER FUND, AND GENERAL FUND; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to amend the fiscal year 2018 budget; and

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

WHEREAS, the fiscal year 2018 budget includes revenue and expenditures as adopted by Ordinance 2017-20 and supplemented by Ordinances 2017-31 and 2018-04; and

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

WHEREAS, the City Commission of the City of St. Pete Beach desires to appropriate revenue and expenditures corresponding to the Blind Pass Road reconstruction project.

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

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

SECTION 2. The City of St. Pete Beach fiscal year 2018 budget shall be amended per Appendix A, attached and made part of this Ordinance.

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

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

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

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

requirements of law.

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, City Attorney

City of St. Pete Beach
Ordinance 2018-09

Appendix A

Account	Description	Amount
Capital Projects Fund:		
301.337.300	County reimbursement	(1,682,094)
301.361.100	Interest earnings	(55,205)
301.8000.590.5650	Capital outlay	3,852,353
301.381.001	Transfer from General Fund	(404,575)
301.381.101	Transfer from Wastewater Fund	(418,994)
301.381.102	Transfer from Reclaimed Water Fund	(691,485)
301.381.103	Transfer from Stormwater Fund	(600,000)
Wastewater Fund:		
101.365.000	Sale of surplus assets	(55,685)
101.331.620	FEMA reimbursement	(34,488)
101.361.100	Interest earnings	(22,996)
101.6107.535.5695	Transfer to Capital Projects Fund	418,994
Stormwater Fund:		
103.6108.537.5695	Transfer to Capital Projects Fund	600,000
Reclaimed Water Fund:		
102.6108.537.5695	Transfer to Capital Projects Fund	691,485
General Fund:		
001.9618.581.5999	Transfer to Capital Projects Fund	404,575

Blind Pass Road Project Fund Summary

Total current project fund:	<u>\$ 5,654,568</u>
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Additional funding sources:

Budgetary gains:

Capital Projects Fund - Pinellas County JPA	1,682,094
Wastewater Fund - sale of vac truck	55,685
Capital Projects Fund - interest earnings	55,205
Wastewater Fund - FEMA reimbursement (Hermine)	34,488
Wastewater Fund - interest earnings	<u>22,996</u>

Subtotal	1,850,468
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Appropriations from reserves:

Reclaimed Water Fund	691,485
Stormwater Fund	600,000
General Fund	404,575
Wastewater Fund	<u>305,825</u>

Subtotal	2,001,885
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Total revisions:	<u>3,852,353</u>
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Total revised project fund:	<u>\$ 9,506,921</u>
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**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance 2018-10, First Reading and Public Hearing. An ordinance of the City of St Pete Beach, Florida providing for addition to Appendix A (Fee Schedule) Code of Ordinances.

Date: August 14, 2018

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: We need to establish rates for patio rentals in Pass-A-Grille since the city will be taking over that responsibility in the near future.

The Recreation Department is proposing the following rental fees for the patio:

7am – 4pm:	\$25/hr + tax
Market Rental Fees:	\$25/vendor + tax
4pm – 10pm:	\$100/hr + tax with a \$100 refundable deposit.

Requested Motion: “I move to approve ordinance 2018-10 ordinance of the City of St Pete Beach, Florida providing an addition to Appendix A (Fee Schedule) Code of Ordinance.”

Attachments: Ordinance 2018-10

**Reviewed by
City Manager** WS

Ordinance 2018-10

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:
Final 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 the _____ day of _____, 2018.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

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
	Pass-a-Grille Patio Rental: 7am-4pm: \$25/hr + tax Market Space Rental: \$25/vendor + tax 4pm – 10pm: \$100/hr + tax + \$ 100 refundable deposit	
	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.	2.75 per hour
	Parking meter rates County Park Beach Access parking pay stations.	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.

PAG PATIO SUGGESTED RENTAL RATES

7am – 4pm: \$25/hr + tax

For markets: \$25 + tax per vendor

4pm – 10pm: \$100/hr + tax -\$100 deposit due at time of booking

Comparable to:

Treasure Island Beach Pavilion – directly on the beach, has shaded open air picnic area, restrooms, showers, playground area, vending area.

Resident: \$200 plus tax for a six hour rental, 8am -10pm Mon-Thurs, \$300 plus tax for six hour rental Friday – Sunday.

Non Resident: \$300 plus tax for six hour rental, 8am – 10pm Mon-Thurs, \$400 plus tax for six hour rental Friday – Sunday.

Overtime fee of \$75 plus tax per hour

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

Issue Considered: Resolution 2018-11 declaring as surplus certain City owned vehicles, assets and equipment, authorization for the City Manager to dispose of same in the manner required by law.

Date: August 14, 2018

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Vincent Tenaglia, Administrative Services Director

Summary of Issue: This is a request to approve Resolution 2018-11 and declare as surplus:

Miscellaneous vehicles, assets and equipment as described in Resolution 2018-11 - Appendix A attached hereto. Said vehicles, assets and equipment have been determined by the respective department directors as either no longer being needed for municipal purposes and/or exceeding useful life and are now considered surplus.

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

Requested Motion: "I move to approve Resolution 2018-11(read title)"

Attachments: Resolution 2018-11 and Appendix A

**Reviewed by:
City Manger:**

WS

RESOLUTION 2018-11

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

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting duly assembled on Tuesday, August 14, 2018 resolves as follows:

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

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

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

BE IT RESOLVED:

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

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 14th. Day of August, 2018.

Alan Johnson, Mayor

Rebecca Haynes, City Clerk

APPENDIX A

SURPLUS RESOLUTION 2018-11

CITY OWNED VEHICLES TO BE DISPOSED OF:

Fire Department:

2001 Ford Explorer SUV VIN 1FMZU72E71ZA69953
2001 Freightliner Rescue VIN 1FVABLBW31HG84943

CITY OWNED ASSETS AND EQUIPMENT TO BE DISPOSED OF:

Administrative Services – Parking:

AUTOCITE MODEL S3AT Parking ticket writer – Serial #65914
AUTOCITE MODEL S3AT Parking ticket writer – Serial #66023
AUTOCITE MODEL S3AT Parking ticket writer – Serial #65598
AUTOCITE Charging-docking station

Administrative Services – Information Technology:

TV	1	Sony-Ceiling Mount
	1	Toshiba
Battery Backups	20	APC battery backups
	12	Dead batteries
Copier	1	E-studio 352
Rack Mounts	11	APC Racks
	1 LOT	Loose Server Rails
	2 BOX	Server Rails
PC Computers	1 LOT	Computers
	1 LOT	Dell Fx Thin Clients
PC Monitors	1 LOT	Monitors
Network Hardware	1	Sonicwall Pro 2040
	1	Sonicwall 2400
	1	Sonicwall Pro 200
	1	Sonicwall TZ180
	1	Cisco 2600
	1	Cisco 2950
	1	3COM Superstack II
	8	3COM Superstack III
	1	3COM 4400
	1	FIS Fiber Connect

Servers	2	Dell Poweredge 2950
	2	Dell Poweredge 2850
	1	Dell Poweredge 2650
	2	Dell Poweredge R200
	2	Axis TV Server
	2	Granicus Server

Printers	1	HP LJ CP2025
	1	HP LJ 4
	2	HP DJ 5940
	1	HP OJ 3830
	5	Epson Receipt Printers
	2	Brother Fax Machines
	1	HP CLJ 5550dn

Misc	1 Box	Misc Power Cords
	1	Laminator el-12-11
	1	Laminator 500
	4	Dell Powerconnect 3524
	2	Sonicwall Pro 3060
	4	Dell Powerconnect 3524
	1	Dell Powerconnect 6224

Administrative Services – Library:

SONY MODEL SXR D Projection TV - Serial #9077101
 SONY MODEL SU-RX11X TV Stand – Serial # None
 4 chairs
 1 file cabinet
 1 small table
 1 two-door locker

City Clerk:

One 2-drawer file cabinet
 One 3-drawer file cabinet.

Community Development:

4 chairs,
 2 desktops and
 1 adjustable desktop

Fire Department:

6 Filing Cabinets
Old SCBA's Including:
39 Luxfer H-45 Air Bottles
19 MSA Firehawk
45 SCBA
35 MSA Ultra Elite Face pieces (Assorted Sizes)
Assortment of new and used misc. related SCBA parts.
1 Drafting table
1 Tall A/V cart

Public Works:

1 John Deere Excavator Serial #IFF026GXTGK262335
2 Copeland A/C compressors, models # CR42K6-TFD-920 and -960
1 Danfoss A/C compressor, model # SRH602AC01