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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 13, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

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

2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

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

4. **Consent**
   a. **Approval of minutes from the following City Commission meetings: October 9, 2018; October 16, 2018 Workshop; October 23, 2018 Workshop.**
   b. **Request approval of the special event application from the Pass-A-Grille Community Association for a beach fire on Pass-A-Grille beach on December 13, 2018.**
   c. **Request to approve the special event application and street closure for the St. Pete Beach Classic for**

January 18-20, 2019. Closures, as indicated on SPB Classic race routes, would be in effect on January 19th and 20th from 6am – 10am.

d. **Request approval to purchase library circulation materials from Baker and Taylor, Inc., in the estimated amount of $40,000, utilizing State of Florida contract no. 55101500-ACS-17-1**
e. **Request approval of the Letter of Intent with Frontier Communications in the amount of $22,503.10 for the material, engineering, placing and splicing labor associated with Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard.**
f. **Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of $22,670.00 for design and construction documents for 93rd Avenue Baffle Box Project.**
g. **Request approval of the services agreement with TLC Diversified, Inc. in the amount of $44,000 for Lift Station R&R.**
h. **Request approval of the services agreement with USA Services of Florida, Inc. in the amount of $33,210.00 for FY19 street sweeping services.**
i. **Request approval to utilize the Services Agreement with Blades of Green, Inc. for Tree Trimming in an amount not to exceed the FY19 budget of $81,600.00.**

5. Action Items

a. **Request to approve an agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.**
b. **Request approval of Amendment #3 to Task Order #1 under the Continuing Engineering Services Contract with Cardno in the amount of $15,470.00 for design and construction documents for Library Improvements.**
c. **Request approval of Change Order 26 and Change Order 29 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Phase I project**
d. **Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of $141,388.74 for the design and construction documents for Vina del Mar and Boca Ciega Bridge Repairs.**

e. **Request approval of Change Order #1, #2, and #3 to the purchase agreement with Kamminga & Roodvoets, Inc. for the Valve & Valve Vault Replacement project in the amount of $117,902.28.**

6. **Ordinances – No items submitted at this time.**

7. **Resolutions**
   a. **Approval of Resolution 2018-17, Confirming the 2019 election date, establishing the date for the 2019 runoff election (if necessary), and establishing the Qualification Period for District 2 and District 4 Commissioners.**
   b. **Approval of Resolution 2018-18, Reappointing the Parking Citation Hearing Officer, Administrative Appeals Officer and the Special Magistrate.**

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.

CITY COMMISSION MEETING

MINUTES

OCTOBER 9, 2018

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Mike Clarke, Public Works Director
Vince Tenaglia, Administrative Services Director
Jennifer McMahon, Recreation Director
Wesley Wright, Community Development Director
Mary Jo Murphy, Deputy City Clerk

1. Presentations

a. Forward Pinellas Update – Joanne "Cookie" Kennedy, Mayor/Indian Rocks Beach, and Whit Blanton, Executive Director/Forward Pinellas

Mayor Kennedy of Indian Rocks Beach, representing the beach communities with Forward Pinellas, spoke about short term rentals, safety, pedestrian crossings, sidewalks, transportation, and planning. Ms. Kennedy commented that she visits with communities to engage with citizens and to ensure everyone is aware of issues that Forward Pinellas can assist with such as safety and traffic.

Whit Blanton, Executive Director/Forward Pinellas, spoke about the following topics: transportation; 5-year work programs; Florida Department of Transportation; safety projects; January 18, 2019 transportation funding workshop; smart transportation; Pinellas Suncoast Transit Authority; potential merger of regional metropolitan planning organizations; funding for the I-275 project improvements with lane continuity; regional bus rapid transit project; and bicycle safety.

b. Presentation by Mike Twitty, MAI Pinellas County Property Appraiser – Amendment 1

Mr. Mike Twitty gave a presentation entitled "2018 Constitutional Amendments 1 & 2 Affecting Assessments & Taxes" and discussed the following items:

- Constitutional Amendments on the Ballot in 2018 Impacting Taxing Authorities
    1. Amendment 1 – 3rd Homestead Exemption (additional $25,000)
    2. Amendment 2 – Removes the scheduled repeal language of the 10% non-homestead property cap (will currently sunset at end of 2018)
- Homestead Exemptions – History, Homestead Banding by Assessed Value, Eligibility, Countywide Tax Impact, and Exemption Estimator
- Assessed Value
- Market Value
- Assessment Caps
- Residential Households
- Value Trends
- Tax Estimator

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

4. Consent

a. Request approval of the City Commission minutes for the following meetings: September 11, 2018 and September 18, 2018.

b. Request approval to replace six copiers utilizing Pinellas County contract no. 156-0122-B (JJ) in the estimated amount of $18,000 per year

c. Authorization of payment for annual maintenance support and hosting services from Vermont Systems for the Recreation Department in the amount of $13,854.00

d. Request approval to sign a statement of "no objection" for the property owner to the north of the 28th Avenue right-of-way owned by the City in order to move and reconstruct the dock, with the installation of a new deck lift and boatlift.

e. Request approval to execute a purchase agreement with Motorola Solutions in the amount of $61,288.14 for the replacement of the portable radios utilized by fire department personnel.

f. Request approval of the Interlocal Service Agreement between the City of St. Pete Beach and Pinellas County for Traffic Control Signals and Related Devices.

Commissioner Friszolowski moved to approve the Consent Items 4(a), (b), (c), (d), (e), and (f) as presented. The motion was seconded by Vice Mayor Pletcher and unanimously approved by an individual roll call vote.

5. Action Items

a. Approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard, deducting $811,407.51, and authorizing corresponding direct material purchases in the amount of $765,337.36.

City Manager Saunders explained that there is a stipulation in the agreement with the contractor that allows the City to direct purchase large items which is a deduction off of the contract price. The benefit is that the City is exempt for sales tax and will save the City approximately $46,000.00 in taxes.

Mayor Johnson asked for audience comments.

Hearing none, Mayor Johnson asked for a motion.

Commissioner Finnerty moved to approve Item 5(a), to approve Change Order 01 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard, deducting $811,407.51, and authorizing corresponding direct material purchases in the amount of $765,337.36. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

b. Request approval to utilize the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of $100,000.00.

City Manager Saunders noted that the City Commission previously approved Caveman Concrete for all miscellaneous concrete, brick and mortar repairs and replacements.

This allows the City to continue using Caveman Concrete under the unit prices with the new budget that began on October 1, 2018 but not to exceed this year's budget.

Mayor Johnson asked for audience comments.

Hearing none, Mayor Johnson asked for a motion.

> **Vice Mayor Pletcher moved to approve Item 5(b), to approve the utilization of the Purchase Agreement with Caveman Concrete, LLC for Concrete, Brick, and Mortar Repair & Replacement in an amount not to exceed the FY19 budget of $100,000.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

c. Request approval to utilize the Services Agreements with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of $400,000.00.

City Manager Saunders noted this item relates to the service agreements for the Local Street Flooding Mitigation Program. This allows the City to continue using Shen-Line, LLC and Ajax Paving Industries of Florida LLC in an amount not to exceed the current year's budget.

Mayor Johnson asked for audience comments.

Hearing none, Mayor Johnson asked for a motion and a second.

> **Commissioner Finnerty moved to approve Item 5(c), the utilization of the Services Agreement with Shen-Line, LLC and Ajax Paving Industries of Florida LLC for Local Street Flooding Mitigation Program in an amount not to exceed the FY19 budget of $400,000.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

d. Request approval to utilize the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of $650,000.00.

City Manager Saunders noted this item relates to utilizing the service agreement with Asphalt Paving Systems into the new fiscal year for the annual street resurfacing program.

Vice Mayor Pletcher requested that Staff email the Commission the street ratings, and City Manager Saunders agreed to send the information to the City Commission. Mr. Saunders commented that every other year the streets are rated, and a new list is being developed for this year. The list will be available in the very near future and will be posted on the website and on SPB Connect.

Mayor Johnson asked for audience comments.

Anne Randell, 6892 Gulf Winds Drive, questioned if the City was considering projects involving speed bumps, stop signs and speed limits for roads.

Mayor Johnson closed audience comments and asked for a motion and a second.

> **Commissioner Finnerty moved to approve Item 5(d), to approve the utilization of the services agreement with Asphalt Paving Systems, dated February 16, 2018, for Street Rehabilitation in an amount not to exceed the FY19 budget of $650,000.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

e. Request approval to utilize the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in an amount not to exceed the FY19 budget for Inflow and Infiltration of $540,000.00.

City Manager Saunders noted these are the contractors for Wastewater System repairs and Inflow & Infiltration improvements that are continuing in the fiscal year. Mr. Saunders added that the latest numbers have shown that the flow has decreased by 8 percent.

Mayor Johnson asked for audience comments.

Hearing none, Mayor Johnson asked for a motion and a second.

> **Vice Mayor Pletcher moved to approve Item 5(e), to approve the utilization of the Purchase Agreements with Insituform Technologies, LLC and Rowland, Inc., dated December 12, 2016, for Wastewater System repairs in the amount not to exceed the FY19 budget for Inflow and Infiltration of $540,000.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

6. Ordinances

No items were submitted.

7. Resolutions

a. Resolution 2018-14, recommending appointment of a member to Forward Pinellas, formerly known as the Pinellas County Metropolitan Planning Organization (MP0).

City Manager Saunders updated the City Commission that each year there are rotating appointments to the Forward Pinellas. The City of St. Pete Beach City Commission can nominate one of their elected officials, support the nomination of an official from another community, or support the re-nomination of the current representative, which is Mayor Joanne Kennedy of Indian Rocks Beach.

Mayor Johnson asked for comments from the City Commission.

Hearing no discussion, Mayor Johnson asked for audience comments.

Hearing none, Mayor Johnson asked for a motion.

> **Commissioner Friszolowski made a motion to nominate Mayor Cookie Kennedy to serve on the Forward Pinellas board and to approve Item 7(a), Resolution 2018-14, a resolution of the City of St. Pete Beach, Pinellas County, Florida recommending appointment of a member to the Joint Pinellas County Metropolitan Planning Organization, also known as ("Forward Pinellas"), and providing for an effective date. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.**

b. Resolution 2018-15. A resolution of the City Commission of the City of St. Pete Beach, Florida, approving a Conditional Use Permit modifying an existing conditional use approval (Resolution 2002-02) to allow for an expansion of a commercial water sports special exception from three (3) to eleven (11) boats at 1901 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date.

Commissioner Falkenstein excused himself from participating in this matter due to a financial conflict and exited the Commission Chambers at 7:25 p.m. Commissioner Falkenstein also presented a document entitled "Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers" to the Deputy City Clerk, which was signed and dated on 10/9/2018 by Commissioner Falkenstein.

City Manager Saunders stated this item was a request for a conditional use permit which modifies an existing conditional use permit and will allow for the expansion of a commercial water sports company located at 1901 Pass-A-Grille Way.

City Attorney Dickman instructed the City Commission that this was a Quasi-Judicial proceeding and gave a brief outline of the procedures to be followed.

The Deputy City Clerk, Mary Jo Murphy, administered the oath to anyone that was going to speak or testify.

In regard to ex parte communications, the following statements were made by the City Commission:

Mayor Johnson reported having no communications.

Commissioner Friszolowski reported speaking to the applicant.

Vice Mayor Pletcher reported having conversations with Nancy from Merry Pier, some business owners on 8th Avenue, a property owner close to the marina that would be the most impacted, the applicant, and asked Joanne Boland, the City's Permitting Administrator, to send her the package that a person fills out to operate a business.

Commissioner Finnerty reported having no communications.

Wesley Wright, Community Development Director, gave a presentation in regard to Case Number 18-00010, 1901 Pass-A-Grille Way, owner KAZBO, LLC and applicant Christopher S. Furlong, Esquire, on behalf of the owner.

<u>Christopher Furlong, Esquire, Bacon, Bacon & Furlong, P.A., 2959 1st Avenue North, St. Pete, Florida 33713</u>, speaking on behalf of the petitioner, gave a presentation and spoke about the following items: the applicant is willing to comply with the additional requirements for parking, but the additional requirements for the fire safety protection is economically infeasible for the applicant and he is not a property owner that could authorize a space for the fire boat to the fire department.

<u>Al Bobelis, Pass-A-Grille Mariana and resident at 4010 Belle Vista Drive</u>, spoke about the expenses of maintaining the fuel system, meeting county requirements, cost of fire extinguishers, annual fire inspections, National Fire Prevention Association requirements and a standpipe system.

<u>Christopher Furlong</u> spoke about the parking regulations, NFPA requirements, no physical change being made to the building or property, and asked the City to accept the request as compliant now and to take it as a grandfathered use.

Mr. Wright spoke about the staff report including the comments about the applicant expressing a willingness to comply with the parking facilities and adding additional items from Fire as a result of the Technical Review Committee meeting, which are not conditions of the conditional use permit.

<u>Christopher Furlong</u> spoke about WaveRunners, jet skis, the safety of watercraft, and personal watercraft being counted individually.

Mayor Johnson asked for audience comments.

<u>Robert Bell, 641 64th Avenue, St. Pete Beach</u>, property owner of 2001 Pass-A-Grille Way, The Wharf Seafood Restaurant, spoke in favor of the expansion but spoke to a buoy between the restaurant and the applicant's dock that stated the area was off limits to all watercraft. Mr. Bell expressed his concern of being prevented to having access to the south side of his building and questioned, if approved, whether they will be able to

maneuver the boats in and out with Mr. Bell having proper access to his property. Furthermore, Mr. Bell stated the subject buoy has been removed from the water.

Al Bobelis spoke about a navigable waterway for ingress and egress and referred to Staff's Power Point diagrams on the document camera.

Robert Bell spoke about the equal use of the waterway.

City Attorney Dickman spoke about the topic of the submerged land lease.

Christopher Furlong spoke about the submerged land lease and referred to a diagram via the document camera.

Al Bobelis spoke about tying up boats, the subject buoy and referred to a diagram via the document camera.

Robert Bell spoke about the subject buoy, tying up boats, submerged land, access to his building and referred to a diagram via the document camera.

Ms. Murphy administered the oath to Mr. Font.

Sebastian Font, Tierra Verde, owner of Island Ferry, referred to the diagram via the document camera and spoke about the riparian line, submerged land lease, large boats parking over the riparian line, the subject buoy, the marina and 6-pack boats.

Doug Izzo, Tampa Bay Beaches Chamber of Commerce, spoke in support of the Pass-Pass-A-Grille Marina's request.

Robert Bell spoke and asked if the subject buoy will be allowed, which states no one can access the waterway, if the conditional use permit is approved.

Mayor Johnson asked for comments from the City Commission.

After hearing no further discussion, Mayor Johnson asked for a motion.

> **Vice Mayor Pletcher moved to approve Item 7(b), Resolution 2018-15, a resolution of the City Commission of the City of St. Pete Beach, Florida authorizing the modification of an existing conditional use approval (Resolution 2002-02) to allow for an expansion of a commercial water sports special exception form three (3) to eleven (11) boats at the 1901 Pass-A-Grille Way; incorporating the conditions outlined herein and providing for an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.**

At 8:20 p.m. Commissioner Falkenstein entered the Commission Chambers.

8. Items for Discussion

a. Waiver of parking fees.

Mayor Johnson reiterated that the City Commission had previously stated that the parking fees would be reviewed biweekly to consider the option of continuing the waiving of parking fees.

Commissioner Falkenstein suggested giving the administration the authority to make the decision due to the impending storm and possible Red Tide events.

It was the consensus of the City Commission to extend the waiving of parking fees for two weeks.

9. Audience Comments 2

There were no audience comments.

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

Deputy City Clerk Murphy reported on the following items:

- Candidate Forum for State Senate, hosted by the Florida League of Cities and the Pinellas Park/Gateway Chamber of Commerce; Wednesday, October 17, 2018 at 7:30 a.m.
- City Clerk's annual records disposition

City Manager Saunders reported on the following items:

- Request for proposals for search firms in regard to the City Manager candidates
- Possible workshop on October 23, 2018 and selection of search firm during a City Commission meeting

It was the consensus of the City Commission for the following to take place:

- Receive an email of the attribute assessments from Staff
- Workshop at 4:00 p.m. on October 16, 2018 to review the attribute assessments and to discuss timelines
- Workshop at 4:00 p.m. on October 23, 2018 to interview executive search firms for the City Manager position

City Manager Saunders continued to report on the following items:

- Scheduled the City Commission meetings during December on December 4, 2018 and December 11, 2018
- Hurricane Michael update

City Attorney Dickman reported on the following item:

- Silver Sands lawsuit against the City of St. Pete Beach in Federal Court

Vice Mayor Pletcher did not submit a report.

Commissioner Finnerty reported on the following items:
- Florida League of Cities Legislative Policy Committee Meeting in Orlando canceled due to Hurricane Michael. The meeting will be rescheduled to a date in November 2018.
- Gulf Beaches Elementary Walk to School Day postponed until October 17, 2018 due to Hurricane Michael
- Beach Theatre Committee
- Library Committee Meeting in regard to Blind Pass Road Construction on October 10, 2018 at 3:00 p.m.
- Amendment 1 & Amendment 2
- Resolution regarding Amendment 1 to possibly be placed on a future agenda

Commissioner Falkenstein reported on the following items:
- Schools closed on Monday
- High tide at 1:30 a.m. on October 10, 2018

Commissioner Friszolowski reported on the following items:
- Belle Vista Civic Association meeting on October 11, 2018
- Lido Beach Civic Association meeting on October 18, 2018
- Traffic issue for Gulf Boulevard, 75th Avenue and Blind Pass Road – possible meeting with the Department of Transportation

Mayor Johnson reported on the following item:
- Mayors' Council of Pinellas Holiday Luncheon at the Salt Rock Grill in Indian Shores on December 7, 2018 at 11:30 a.m.
- Signed the Memo of Understanding for the Tampa Bay Regional Resiliency Coalition
- Undergrounding discussions with the County Commission in Clearwater
- City Manager and City Clerk's Annual Reviews on the October 23, 2018 agenda

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:03 p.m.

Attest:

______________________________ ______________________________

Rebecca C. Haynes, City Clerk Alan Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION MEETING - WORKSHOP

MINUTES

OCTOBER 16, 2018

4:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Rebecca C. Haynes, City Clerk

1. Review of Profile (Attributes) for City Manager Search

City Commissioners reviewed the attributes they were seeking in candidates for the city manager position which will be vacated in March of 2019.

The competencies identified as most desirable are:

- Ethics and values
- Integrity and trust
- Managing with vision and purpose
- Ability to negotiate skillfully and manage conflict
- Approachability
- Planning and organizational skills
- Ability to make quality decisions
- Politically savvy
- Customer focus

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:07 p.m.

Attest:

____
Rebecca C. Haynes, City Clerk

____
Alan Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION MEETING - WORKSHOP

MINUTES

OCTOBER 23, 2018

4:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Colette Graston, Human Resources Administrator

1. <u>Interview Executive Search Firms for the City Manager Position</u>

a. Colin Baenziger & Associates

b. S. Renee Narloch & Associates

c. Slavin Management Consultants

Mr. Colin Baenziger and Ms. Renee Narloch presented the qualifications of their respective firms and listed the particular steps each would recommend for a successful city manager search.

Slavin Management Consultants, Item 1(c), withdrew from the process.

The Commission held a brief question and answer period with the representatives of each firm and noted a decision will be made at the regular Commission meeting beginning at 6:00 p.m.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:10 p.m.

Attest:

______________________________ ______________________________

Rebecca C. Haynes, City Clerk Alan Johnson, Mayor

Minutes approved on: ____________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request to approve the special event application request from the Pass-A-Grille Community Association for a beach fire on Pass-A-Grille Beach on December 13, 2018.
Date:	November 13, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	Pass-a-Grille Community Association is requesting to have their annual beach fire on public beach on December 13, 2018 from dusk until 10pm. At the event is singing, hot chocolate and cookies. The beach fire would be located on the beach at 8th Ave. The event was approved for co-sponsorship from the city to provide assistance in digging the hole and moving pallets on the beach. Beach fires on public beaches require approval from Fire Marshal, City Manager and Commission. Before the Fire Marshal issues a permit, she will ensure the organizers uses wood that is "clean wood" (no nails on pallets), the hole to be a maximum 4ft in diameter and the area roped off 20ft in diameter around the fire. These stipulations will be on the permit certificate once the approval is granted.
Funding:	N/A
Requested Motion:	"I move to approve the special event application request from the Pass-A-Grille Community Association for a beach fire on Pass-A-Grille Beach on December 13, 2018."
Attachments:	Event application
Reviewed by City Manager:	_WS_

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Jay Anderson ____________________ Title(If applicable): ____________________

Name of Organization (if applicable): PAGCA ____________________

Tax Exempt? [✔] Yes [ ] No   Non-Profit? [✔] Yes [ ] NO   *If yes on either, please provide documentation*

Mailing Address: 1500 Pass-a-Grille Way ____________________

Cell Phone: 813-928-4070 ______   Email: jay@avi575.com ____________________

Event Information

Event Title: PAGCA Bonfire ____________________ Event/Organization Web Address: ____________________

Event Location(s): on the beach across from 8th Ave walkover ____________________

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
12/13/18	Thursday	dusk	10pm

Set Up Date(s): 12/13/18 ____________________ Time(s) 8am ______ to ______

Cleanup Date(s): 12/13/18 ____________________ Time(s) ______ to 11pm ______

Description of Event: bonfire, singing, cookies, hot chocolate ____________________

____

____

Will this be an Annual Event? [✔] Yes [ ] No   If yes, next year's date(s): ____________________

Event Logistics

Estimated Attendance   100 ______   100 ______

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

List all event activities: bonfire, singing, cookies, hot chocolate ____________________

____

Electricity Needed [ ] Yes [✔] No Source: ____________________

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

Will Dumpsters be used? [ ] Yes [✔] No If yes *(include on* ***site plan****)*

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) n/a

Parking Plan *(please be detailed and include on site map):* on street parking - many walk from homes

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☑ No Alcohol
Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. N/A St Pete Beach Food Truck Permit #
2. St Pete Beach Food Truck Permit #
3. St Pete Beach Food Truck Permit #
4. St Pete Beach Food Truck Permit #
5. St Pete Beach Food Truck Permit #

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

N/A

List all other vendors (art, crafts, clothes, etc) N/A

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☑ Yes ☐ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

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

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

Road	Start Intersection	End Intersection	Date	Times

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

____

____

____

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

____ Barricades

____ Cones

4 Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

Jay Anderson
Print Name

Signature

PAGCA
Corporation Name (if applicable)

10/15/18
Date

City of St. Pete Beach Recreation Department
Event Application

Please Include:

- ☐ Site Plan: Maximum Size of 8.5” x 11” including the following information
  - ☐ Location of food vendor area (s)
  - ☐ Tent locations and sizes
  - ☐ Location of food truck/trailers
  - ☐ Location of stage
  - ☐ Fuel storage/dispensing areas
  - ☐ Emergency access routes for LEO and Fire
  - ☐ Location of vending booths
  - ☐ Location of fire extinguishers & other life safety equipment
  - ☐ Description of sound amplification facilities or equipment
  - ☐ Location of alcoholic beverage consumption areas and vending
  - ☐ Location of Generators
  - ☐ Identify any fences/gates around the event
  - ☐ Table, chair and equipment layout
  - ☐ Location of portable restrooms
- ☐ Traffic & Parking Plan
- ☐ Safety Plan
- ☐ Certificate of Insurance
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send application to:
City of St. Pete Beach
Jennifer McMahon, Recreation Director
155 Corey Ave
St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org
727-363-9274 or fax at 727-363-9246

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.
Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.
Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.
Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	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
1000+	$100.00	$200.00	$750.00	$1,000.00	TBD

OTHER FEES
Temporary Structure, Outdoor Cooking and Beach Fire permits are $25 per permit.
Vehicle on the Beach permits is $15Food Truck/Trailer permit is $170 annually
Fire Department stand – by is $125 per hour with a minimum of 3 hours (1 crew and vehicle)

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request to approve the special event application and street closure for the St. Pete Beach Classic for January 18-20, 2019. Closures, as indicated on SPB Classic race routes, would be in effect on January 19th and 20th from 6am – 10am.

Date: November 13, 2018

Prepared By: Jennifer McMahon, Recreation Director

Through: Wayne Saunders, City Manager

Summary of Issue: The St Pete Beach Classic is an event held each year in St. Pete Beach. The routes for the races run throughout the city. This application is for approval of the city roads on the route. Due to road construction on Blind Pass and Gulf Winds, there is a small change to the runner's route. The runners will continue north on Gulf Blvd to 76th Ave and then to Blind Pass. Previous years had the runners take Gulf Winds and Blind Pass Rd south of 76th Ave. In Pass-A-Grille, due to construction on Pass-a-Grille Way, the route will only use Gulf Way to go north and south on and not use Pass-a-Grille Way. FDOT requires the city manager's signature for authorization of the street closures to issue the permit. Street will close at 6:30am on Saturday and 6:15am on Sunday until 10am each day. This event is co-sponsored event with the request that the city pays for the PCSO needed to cover the event in the amount not to exceed $17,500.

Funding: This is a budgeted expense in account 001.5701.521.5325

Requested Motion: "I move to approve the special event application and street closure for the St. Pete Beach Classic for January 18-20, 2019."

Attachments: Event application, route maps, FDOT authorization form

Reviewed by City Manager: WS

City of St. Pete Beach Recreation Department

Event Application

St. Pete Beach Recreation Department

Applicant

Name of Applicant: Mimi Chavin Title(If applicable): President/Event Director

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

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

Mailing Address: PO box 66143, St. Pete Beach, FL 33736

Cell Phone: 727-744-9153 Email: mimimoth@hotmail.com

Event Information

Event Title: St. Pete Beach Classic Event/Organization Web Address: www.stpetebeachclassic.com

Event Location(s): Sirata Beach Resort and Conference Center

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
1/18/2019	Friday	3 PM	7 PM
1/19/2019	Saturday	6 AM	9 PM
1/20/2019	Sunday	6 AM	12 PM

Set Up Date(s): 1/17/2019 Time(s) 12 PM to 5 PM

Cleanup Date(s): 1/20/2019 Time(s) 11 AM to 1 PM

Description of Event: A weekend of running events, parties, concert, beach bonfire and health and fitness expo. → Sat night Beach Fire

All located at the Sirata Beach Resort.

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s): 1/17-19/2020

Event Logistics

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

List all event activities: Expo, 10K/5K/Half Marathon/Beach Run/Kids Races, concert, beach bonfire, post race parties

Electricity Needed ☐ Yes ☑ No Source: Sirata

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

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

How Many? 2 Size: 8yd. Installation Date: 1/18/2019 Removal Date: 1/22/2019

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

Parking Plan *(please be detailed and include on site map):*

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. ______ St Pete Beach Food Truck Permit #______
2. ______ St Pete Beach Food Truck Permit #______
3. ______ St Pete Beach Food Truck Permit #______
4. ______ St Pete Beach Food Truck Permit #______
5. ______ St Pete Beach Food Truck Permit #______

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

List all other vendors (art, crafts, clothes, etc)

St. Pete Running Company

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

10x60 and (possibly) 20x30

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

N/A

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☑ Yes ☐ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

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

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

Road	Start Intersection	End Intersection	Date	Times
MOT same as last year				

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

____ Barricades

____ Cones

16 Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

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

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

Mimi Chavin	Mimi Chavin Digitally signed by Mimi Chavin Date: 2018.05.01 17:08:39 -04'00'
Print Name	Signature
SPB Classic, LLC	05/02/18
Corporation Name (if applicable)	Date

City Of St Pete Beach

Application for City Co-sponsorship October 1, 2018 – September 30, 2019

(See instructions on page 3)

GENERAL EVENT INFORMATION DATE OF APPLICATION: 4/9/2018

NAME OF EVENT: St. Pete Beach Classic

LOCATION: 5300 Gulf Blvd. St. Pete Beach (Sirata Beach Resort)

DATE(S): January 18 - 20, 2019

HOURS: 6 AM - 11 AM on 1/19 & 1/20

PURPOSE (Why is the event being produced?):
To promote St. Pete Beach, an active/outdoor lifestyle and raise money for local charities

IS THIS EVENT A FUNDRAISER? ☑ YES ☐ NO

IF YES, WHAT IS THE EXPECTED PROFITS FROM THE EVENT AND WHO BENEFITS FROM THEM? We anticipate generating enough revenue to donate $10,000 to charitable organization in SPB such as the Historical Museum and the SPB Recreation department.

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: SPB Classic, LLC

TYPE OF ORGANIZATION: ☐ Profit ☑ Non-Profit

ADDRESS: PO Box 66143

CITY: St. Pete Beach STATE: FL ZIP: 33736

AUTHORIZED PERSON IN CHARGE: Mimi Chavin

PHONE: Work: N/A Home/Cell: 727-744-9153 Fax: N/A

E-MAIL: mimimoth@hotmail.com

CITY PARTICIPATION REQUESTED (Please include additional sheets as necessary to clarify your request)

Co-Sponsorship opportunities available to event organizers:

- ✓ Funding for off duty PCSO security for an event
- ✓ Funding for Special Rescue for an event
- ✓ Barricades
- ✓ Orange cones
- ✓ Trash bins
- ✓ Assistance in digging a hole for a beach fire on public beaches

Why do you need the City to provide, or assist with, the items listed above?
We will not need all the items listed. Please see the Sponsorship Agreement attached for details.

Please indicate your request of sponsorship from the City of St Pete Beach below

☑ Off Duty Pinellas County Sheriff Officers for the event

For office use only:
Total event hours_________ Expected attendance: 2000 Number of officers needed (see MOT)
Estimated Cost $ 17,500 (NTE)

☑ Special Rescue during the event

For office use only:
Total event hours 8 Expected attendance: 2000 Number of Rescue units needed 1
Estimated Cost $ (incl. in above)

☐ Barricades
Number requested__________

☐ Orange Cones
Number requested__________

☑ Trash Bins
Number Requested 16

☑ Assistance in digging a hole for beach fire on public beaches

A COMPLETED SPECIAL EVENT APPLICATION MUST ACCOMPANY THIS APPLICATION!

Please attach any other pertinent information to this application that will help substantiate your need for City co-sponsorship.
(See instructions and time line on next page)

ST. PETE BEACH CLASSIC EVENT

January 18-20, 2019
Sponsor Agreement

Thank you for sponsoring the ST. PETE BEACH CLASSIC EVENT (Event). Please complete all sections below in full, including official signature and date at the bottom of page two.

CONTACT INFORMATION:

Charity/Sponsor	The City of St. Pete Beach, Florida		
Contact Name	Wayne Saunders	Title	City Manager
Mailing Address	155 Corey Avenue, St. Pete Beach, FL 33706		
Phone	727-363-9231	E-mail	citymanager@stpetebeach.org

SPB CLASSIC RESPONSIBILITIES:

SPB Classic will provide/perform the following:

- Identify the Event as the "St. Pete Beach Classic"
- CITY logo on SPBC website including a hyperlink to CITY website
- CITY logo or name on select print advertising
- CITY logo on email blasts and name or logo on select printed event materials
- CITY logo on all race and volunteer shirts (approx. 2,500)
- Insert promotional item in race bags (CITY to provide inserts)
- Two (2) CITY banners displayed at the event (CITY to provide banners)
- Verbal recognition at the Event Venue and Awards Ceremonies
- Twelve (12) Complementary Race Entries up to a total value of $360

SPONSOR RESPONSIBILITIES:

CITY will provide/perform the following:

- Payment of police and public works services for course runner control, not to exceed $17,500
- Use of the City's Operations Yard for receipt and storage of water, traffic barricades, etc. around the time of the Event
- Pre-staging of traffic control equipment by Operations staff during normal working hours in the days prior to the event
- Approval of application for DOT permit
- Use of the Boca Ciega Room at the Community Center, Sunday the weekend after the Event (1/27/2019)
- Use of Community Center meeting space at various times in months prior to the event
- An advertising insert for the race bags (~2,000)
- CITY banners for the event venue (qty: 2)
- Provide additional waste collection/recycling containers at the Sirata Beach Resort during race weekend (as was done in previous years)

DURATION:

This agreement applies to the 2019 event. An extension for 2020 will be discussed following the 2019 event and, if extended by mutual agreement of the parties, annually thereafter.

PAYMENT METHOD:

In order to secure sponsorship, please complete and return this signed agreement and email your logo to **Alan Johnson** no later than July 1, 2018. Payment in full (if applicable) is due upon execution of this agreement.

Invoice Needed: Y / N

Total Cash Amount $: _N/A_ ❑ Check Enclosed Check No. ____________

Total Value In-Kind Sponsorship $: ______

Make checks payable (if applicable) to: **SPB Classic, LLC**

Return agreement and payment to:

St. Pete Beach Classic
Sponsorship
PO Box 66143, St. Pete Beach, FL 33736
Phone: (727) 363-8880
E-mail: alanj@runmsm.com

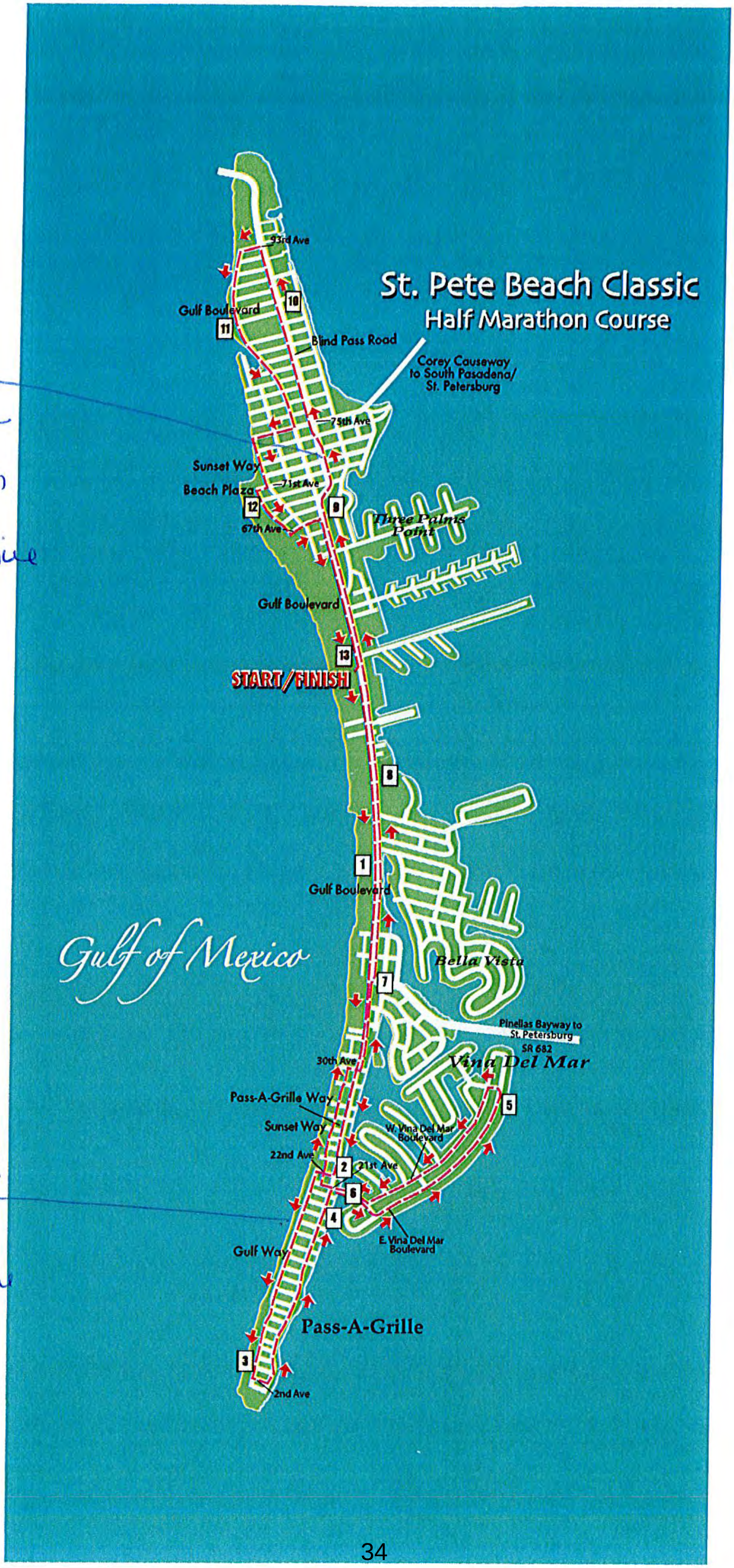
Terms and Conditions

1. Please see above section of this document for a detailed list of the benefits that accompany the sponsorship.
2. Sponsorships are accepted on a first-come, first-served basis. Except for exclusive sponsorships, SPB Classic cannot guarantee that competitors won't be co-sponsors.
3. All payments are nonrefundable. If any payments are not received by SPB Classic by the dates specified in this contract, SPB Classic reserves the right to terminate its obligations under this contract and offer these sponsorship opportunities to other parties.
4. SPB Classic reserves the right to determine the suitability of all material submitted for publication or distribution and to reject material that does not meet its editorial or digital criteria.
5. Neither party shall be liable for failure to perform its obligations under this agreement if the SPB Classic is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
6. The provisions of Sponsorship Benefits and these terms and conditions represent the entire agreement between the sponsor and SPB Classic and there are no other agreements, understandings, representations, or warranties. Any modification of the agreement must be agreed to in writing by the sponsor and SPB Classic.
7. This agreement cannot be assigned or otherwise transferred by a sponsor, unless permission is granted in writing by SPB Classic. The rights of SPB Classic under this agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of SPB Classic.
8. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Florida without regard to choice of law rules. Any action brought by the sponsor to enforce the terms of the contract may be brought only in a court having a jurisdiction within the state of Florida and the sponsor hereby expressly consents to the jurisdiction of any such court. SPB Classic may, however, elect to enforce its rights in any proper jurisdiction. SPB Classic shall be entitled to recover the costs, including reasonable attorneys' fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

Signed: ____________________________ Sponsor Name: ____________________________

Date: __________________

Route change ←
The route will NOT GO on Blind Pass south of 76th Ave. It will continue to go north on Gulf to 76th Ave the North on Blind PASS



Route change - will ONLY Be using Gulf Way in PAG. ←
Will NOT US Pass-a-Grille Way

St. Pete Beach
CLASSIC

Course Map

take right at 76th Ave
North on Blind Pass Rd

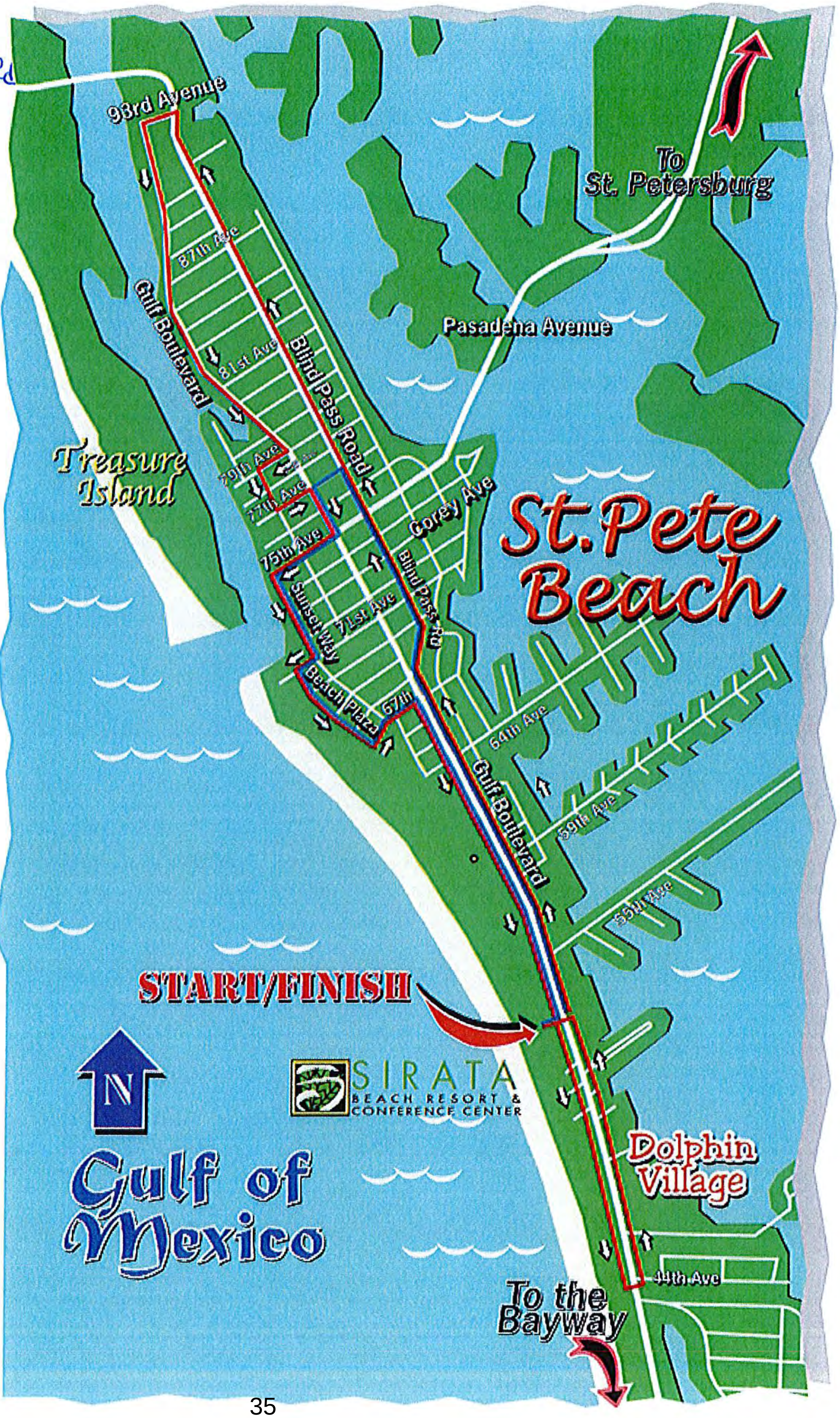
Routes

10K

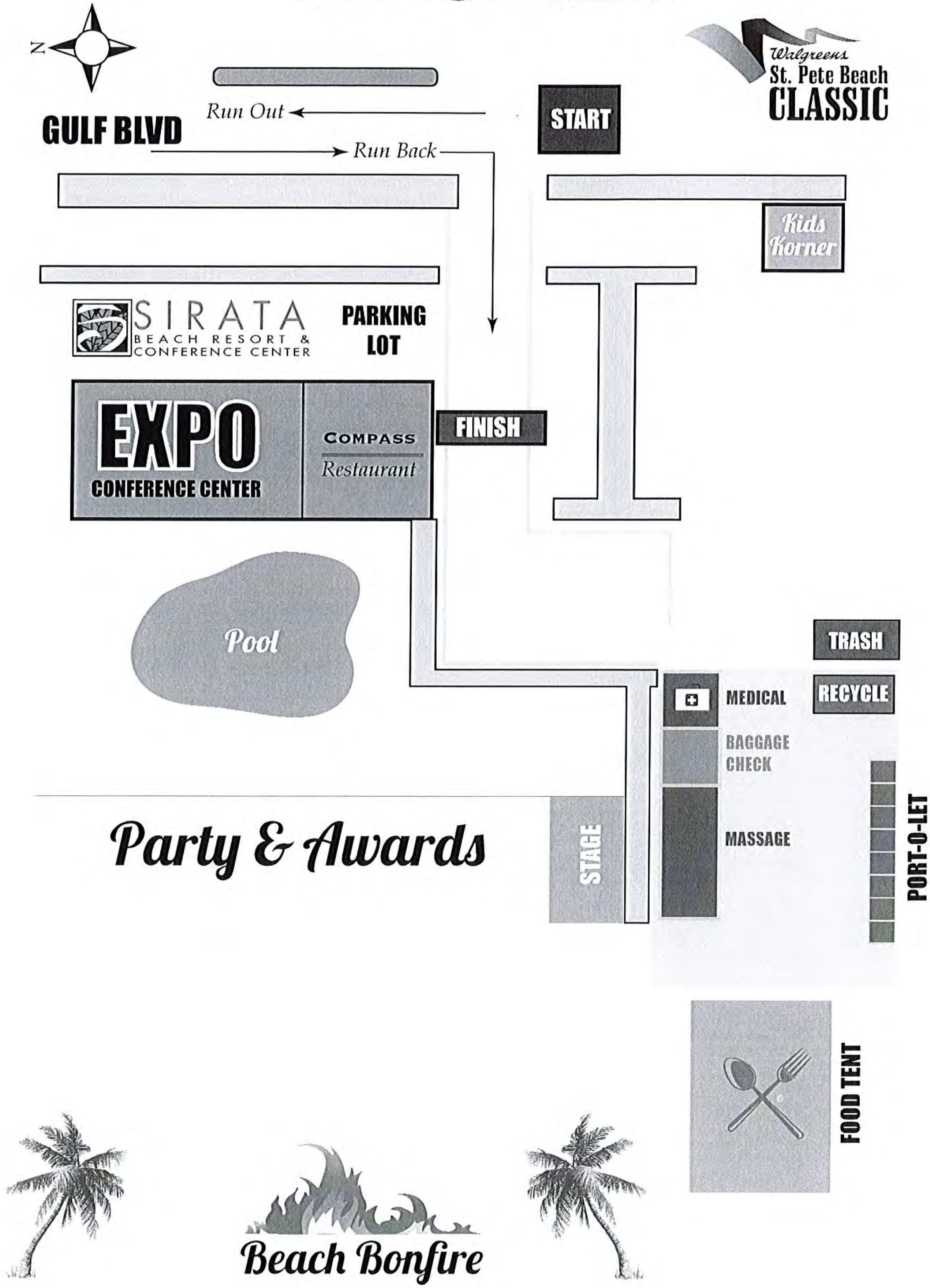
START 5300 Gulf Blvd.
GO NORTH
change to
~~BEAR Right on Blind Pass Road~~
Left on 93rd Ave.
Go one block
Left & Go South on Gulf Blvd.
Right on 79th Ave.
Left on Coquina Way
Left on 77th Ave.
Right on Gulf Blvd.
Right on 75th Ave.
Left on Sunset Way
Right on 71st Ave.
Left on Beach Plaza
Left on 67th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

5K

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



VENUE MAP


N
Walgreens
St. Pete Beach
CLASSIC
GULF BLVD
Run Out
Run Back
START
Kids Korner
SIRATA
BEACH RESORT & CONFERENCE CENTER
PARKING LOT
EXPO
CONFERENCE CENTER
COMPASS
Restaurant
FINISH
Pool
TRASH
RECYCLE
MEDICAL
BAGGAGE CHECK
MASSAGE
PORT-O-LET
STAGE
Party & Awards
FOOD TENT
Beach Bonfire

Special Event Department Planning Checklist

Event: SPB Classic
Event Date: January 15-17, 2019
Event Time: 3pm Friday – 12pm Sunday
Event Location: Based out of the Sirata – Race takes place on the street of St Pete Beach

Commission:

- November 13, 2018 Agenda for approval of the street closure and co-sponsorship funding

Additional Comments:

Approved:______________________________ Date:______________

Recreation Department:

- Agenda Report by October 31
- Permitting
- Host bag stuffing on January 10, then store bags until the race
- Host SPB Classic Meetings leading up to the race
- Host the Volunteer Appreciation party at the Community Center on Sunday, January 27, 2019

Additional Comments:

Approved:______________________________ Date:______________

Public Works Department:

- 12-15 trash bins dropped off at the southside of the Sirata on Thursday or Friday (1/17 or 1/18)
- Store bottles of water leading up to the event
- Work with waste connections on garbage pick up
- Communicate with construction crews on all road projects affected
- Assist in bonfire prep which includes securing fuel for bonfire, dig hole, fill the hole back in and deliver pallets to the Sirata
- Pre-staging of cones, barricades, detour signs used for traffic control during normal work hours

Additional Comments:

Approved:______________________________ Date:______________

PCSO:

- Command bus will be staged in the parking lot of PJ's at the Corner of 75th and Gulf Blvd
- Streets will close on Saturday from 6:30am – 10am and 6:15am – 10am on Sunday
- Traffic will run on northbound lanes of Gulf Blvd with the runners in southbound lanes. Runners will continue going north on Gulf Blvd until turning east at 76th to the curb lane on Blind Pass Road.
- Construction on Blind Pass and Gulf Winds south of 75th. No traffic access to either of those roads.
- The run will not access Pass-a-Grille Way when in PAG, just Gulf Way down and back for the ½ marathon.
- Officers at each of the 5 cross walks and add or re-arrange to have officer(s) for traffic at 75th and Gulf Blvd.
- Review the FDOT street closure application and approve (Signature by sheriff required by FDOT)

Additional Comments:

Approved:______________________________ Date:______________

Fire Department:

- Beach Fire permit for Saturday, January 19 at Sirata
- Temporary Structure permit for tent that will be at the southside of the Sirata throughout the weekend
- 2 EMS stationed during the races (1 in PAG and 1 by PJ's)

Additional Comments:

Approved:______________________________ Date:______________

Community Development:

- Make code enforcement away of the permits allowed for the weekend on the beach and the streets

Additional Comments:

Approved:______________________________ Date:______________

City Manager:

- Communicate with the public of the street closures prior to the race weekend
- Approve the FDOT street closure form (Signature required for FDOT by City Manager and PCSO)

Additional Comments:

Approved:_______________________________ Date:_______________

Finance/Parking:

- Ensure the budget allows for the co-sponsorship and staffing hours
- Communicate and direct parking enforcement prior to the race weekend

Additional Comments:

Approved:_______________________________ Date:_______________

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval to purchase library circulation materials from Baker and Taylor, Inc., in the estimated amount of $40,000, utilizing State of Florida contract no. 55101500-ACS-17-1.

Date: November 13, 2018

Prepared By: Betcinda Kettells, Library Administrator

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The fiscal year (FY) 2019 budget includes funding for the purchase of print materials at the library. Staff is requesting authorization to purchase books throughout the year on an as-needed basis, utilizing a previously executed bid awarded to Baker and Taylor, Inc. by the State of Florida.

Staff has evaluated Baker and Taylor against other service providers, including Amazon and Brodart, and recommends Baker and Taylor due to the vendor's highly responsive ordering platform and competitive pricing. The City has a long-standing relationship with Baker and Taylor, with cataloging systems already in place.

Materials discounted off retail pricing through the State of Florida contract include adult and juvenile hardcover fiction and non-fiction titles, reinforced bindings on selected juvenile titles, and adult non-fiction paperback titles.

Funding: The FY 2019 budget includes $60,000 for circulation materials (account no. 001.5602.571.5660).

Requested Motion: "I move to approve the purchase of library circulation materials from Baker and Taylor, Inc., in the estimated amount of $40,000, utilizing State of Florida contract no. 55101500-ACS-17-1."

Attachment: State of Florida Contract no. 55101500-ACS-17-1

Reviewed by the City Manager: WS

Baker & Taylor
Firm Order Print and Continuation Service Terms and Conditions of Sale
Alternate Contract Source (ACS) – No. 55101500-ACS-17-1
Books & Non-Print Library Materials & Related Ancillary Services

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Product Category	**Category Definition** (a)	**Price Indicator**	**Discount**	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	1 Copy/title: 42.5% 2-4 Copies/title: 43.1% 5+ Copies/title: 44.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	Please see Category I.	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	1 Copy/title: 35.0% 2-4 Copies/title: 40.1% 5+ Copies/title: 41.2%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	Please see Category III.	
V.	Mass Market Paperback Editions	P	Please see Category III.	
VI.	Single Edition Reinforced (Juvenile)	R	20.0%	
VII.	Publisher's Library Edition (Juvenile)	Z	20.0%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	A	35.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N/Q - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 7.5 % X = 7.5 % N = 7.5 % Q = 7.5 % L = 7.5 % (b)(c) 7 =Category I(c) M = 7.5 % (b)(c) 1=CategoryIII(c) T = 7.5 % U = 7.5 % V = 7.5 % W = 7.5 %	4 = 7.5 % Letter O = 7.5 % 5 = 7.5 % 6 = 7.5 % 8 = 7.5 %
X.	Imported English and Non-English Language Editions	F/K/3	0.0 %	
XI.	Enhanced Service Program	Y	0.0 % plus $4.95/unit (d)	
XII.	Spoken Word Audio	H	45.0%	
XIII.	Board Books	I	42.5 %	
XIV.	Novelty Items/Activity Books	I	42.5 %	
XV.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions - eContent	D E All Playaway Audio editions eContent	D = 10.0 % E = 28.0 % 15.0 % 0.0 %	

(a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.

(b) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.

(c) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.

(d) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus $4.95/unit service charge.

Music Audio / Video Products

Price Indicator	Definition	Discount
9	DVD / Blu-ray	27.5%
2	Music Compact Disc	25.0%
	Playaway View	5.0 %

List prices are manufacturer's suggested list prices, where available. In instances where no list price is supplied by the manufacturer, a list price will be assigned by Baker & Taylor.

E-Content Services

Baker & Taylor provides e-content from a variety of e-content providers. Libraries purchasing a license for any e-book or e-audio edition must utilize a content provider hosted platform to allow delivery of and patron access to e-books.

This service is available for library-lending environments only. Gale or EBSCO e-content will require a platform provided by these firms, respectively. Baker & Taylor also offers a platform, Axis 360. Annual hosting fees for Axis 360 are listed below:

Public Library
(based on Annual Circulation)

0-250,000	$250.00
250,001-2,000,000	$1,000.00
2,000,001 or More	$2,500.00

Academic Library
(based on Full Time Enrollment)

0-15,000	$100.00
15,001-30,000	$250.00
30,001 or More	$500.00

2 of 3 (Continued on the following page)

Baker & Taylor
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Services or Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Attachment A-1

Cataloging / Processing Services

Service	Amount Charged	Description
Catalog Kits	$ 0.99 / unit	Spine label, pocket and pocket card, and card set
Cataloging & Processing (including shelf-ready books)	$ 1.19 / unit	Mylar jacket, spine label, book pocket, borrower's card, card set
Machine Readable Cataloging (MARC) Records	$ 0.25 / record	MARC available for any book title with an existing record in our cataloging database
Customized Reports	(1)	(1) Custom reporting is available beginning at $ 5.00 per report.
Bibliographic Records	$ 0.25 / record	MARC available for any book title with an existing record in our cataloging database
Security Tape	$ 0.50 / unit	3-M strips or standard CheckPoint devices; does not include RFID.
Barcode Label	$ 0.15 / label	Printed, sequential barcodes for book material
Other: Catalog Card Set	$ 0.75 / unit	Shelflist card, 2 main entry cards, title card
Other: Attached Mylar Jacket	$ 0.65 / unit	
Other: Loose Mylar Jacket	$ 0.60 / unit	
Other: Book Pocket and Card	$ 0.25 / unit	
Other: Spine Label	$ 0.15 / label	

Additional Information

Ownership Label	$0.15 / label	
Laminate Cover for Reinforcement of Paperback Cover	$ 1.95 / unit	
Spoken Word Audio Case with Cut Publisher Artwork	$ 3.99 / unit	
Digital Media Processing (DMP) for DVD/Blu-ray/Music CD	$ 1.69 / unit	Includes removal of security and shrinkwrap, digitally scanned artwork, and 2 embedded labels. Additional embedded labels available for $ 0.15 / label.
DCD-2 Theft Detection	$ 1.50 / label	

Category Definitions

I. Adult Trade Hardcover Editions (0, C) *(may include some spoken word audio materials)*
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

II. Juvenile Trade Hardcover Editions (J)
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

III. Adult Quality Paperback Editions (B, C)
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

IV. Juvenile Quality Paperback Editions (G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

V. Mass Market Paperback Editions (P)
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

VI. Single Edition Reinforced (R)
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

VII. Publisher Library Editions (Z)
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

VIII. University Press Trade Editions (A) *(may include some spoken word audio materials)*
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, Q, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.

It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials.

Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031

X. Imported English and Non-English Language Editions (F,K,3)
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. Enhanced Service Program Titles (Y)
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

XII. Spoken Word Audio (H)
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

XIII. Board Books (I)
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

XIV. Novelty Items/Activity Books (I)
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

XV. Special Programs (D and E as indicated in Attachment A)
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

Attachment C

Enhanced Services Program

(optional program; Book and Spoken Word Audio Products)

Baker & Taylor is pleased to provide a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program (ESP) provides the library with access to millions of active book titles representing over 75,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;

- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and

- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published, and by supplying anticipated publication release dates for all out-of-stock items.

In order to provide these enhanced title acquisition services, Baker & Taylor will apply a service charge to qualifying titles. Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or publishers whose titles have limited demand, and/or non-commercial publishers will be invoiced at list price plus a $4.95 per unit surcharge. For libraries concerned about purchasing these types of titles, B&T's Title Source can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail **(btinfo@baker-taylor.com)** to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.

BAKER & TAYLOR
the future delivered

Attachment D

Institutional Returns Policy

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. ***You may contact your appropriate representative via the toll-free number listed on your packing list.***

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
   A. Return Authorization Form
   B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
   C. Reason for the claim/return
   D. Action being requested -
      1. Replacement of product
      2. Credit to your account; no replacement product necessary

2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.

3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website **http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1**

All returns should be sent to:

Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

Attachment D

Library & Education Account Audio/Video Product Returns Policy

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD and Blu-ray product. All AV product returns **(excluding DVD lease return product - please contact AV Customer Service for separate return procedures for your DVD Lease program product)** require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800-775-1700.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
   A. Your account number and invoice #s
   B. Reason for the claim/return
   C. Action being requested -
      1. Replacement of product (defective return will receive a replacement of the same title)
      2. Credit to your account; no replacement product necessary for mis-ships
      3. Overstock return credit requires Customer Service Mgr and Sales Mgr approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor require an autorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In this case, a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your **Baker & Taylor AV Customer Service Rep** via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599

Questions? Contact your B&T
AV Customer Service Rep (800.775-1700)

Email via AVInfo@Baker-Taylor.com or
LibraryA/Vcustomerservice@baker-taylor.com

Baker & Taylor A/V Sales 800-775-1700

Attachment D

CONTINUATION SERVICES

FROM BAKER & TAYLOR

STANDING-ORDER CANCELLATION AND RETURN POLICY

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy.

CANCELLATION POLICY

The customer must notify Continuation Services 1.800.775.3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles, which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via http://compass.btol.com.

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return.
All Continuation Services product returns require authorization from your Continuation Services Customer Account Representative in Bridgewater, New Jersey 1.800.775.3600.

- Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.
- Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice.
- Products purchased with value-added processing services, that have been shipped as ordered or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns.
Contact your Continuation Services Customer Account Representative at 1.800.775.3600 for return authorization.
All claims for damages and shortages must be made within 45 days from the date of invoice.

1. When calling for return authorization, please have the following information available:
   - A. Return Authorization Form- attached to the carton packing list
   - B. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
   - C. Reason for claim/return
   - D. Action being requested:
     - a. Replacement of product
     - b. Credit to your account; no replacement product necessary
2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label.
   Ship Returns to: Baker & Taylor Returns Center, Dept. R, 251 Mount Olive Church Road, Commerce, GA 30599
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Continuation Services Customer Account Representative via the toll-free number listed above.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage claims must be made within 45 days from the product's invoice date. Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the carrier are not claimable as shortages from Baker & Taylor.

Continuation Services • 1120 US Route 22 East • Bridgewater, NJ • 1.800.775.3600 • Fax 908.541.7867
http://compass.btol.com

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of the Letter of Intent with Frontier Communications in the amount of $22,503.10 for the material, engineering, placing and splicing labor associated with Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard.

Date: November 13, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: In order to provide the City of St. Pete Beach with an estimated cost to perform work related to the reconstruction of Blind Pass Road, Frontier Communications provided the City with a Letter of Intent. The estimated cost of this effort is $22,503.10. Upon receipt of the signed Letter and a Purchase Order for the estimated amount, Frontier Communications can generate an internal Work Order and begin to schedule the work necessary to complete the installation of the underground wiring.

Funding: Blind Pass Road
301-8000-590-0031

Requested Motion: "I move to approve the Letter of Intent with Frontier Communications in the amount of $22,503.10 for the material, engineering, placing and splicing labor associated with Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard."

Attachment: Frontier Communications Letter of Intent

Reviewed by the City Manager: WS

Frontier
COMMUNICATIONS

Letter of Intent

Network Eng & Planning
1280 Cleveland St
Clearwater, FL 33755

Date: October 4, 2018

To: Michael Clarke
City of St. Pete Beach
Director of Public Works
155 Corey Ave St. Pete Beach, FL

Subject: **South Gulf Beach 70330-4144009**

This is in response to your request for Frontier to perform the following work: Underground project for Blind Pass from 75th Ave to Gulf Blvd. Customer is requesting to relocate Aerial Facilities to underground. This cost is for material, placing/splicing labor, and engineering.

We have estimated that the cost of this work effort will be: **$22,503.10**

This is the amount of the advance payment that you will be required to make. You must return this signed agreement, along with the full advance payment, before your work will be scheduled.

Upon job completion, you may be issued either: **(1)** a refund for any overpayment, or **(2)** an invoice, if the final actual costs exceed the advance payments received.

If you agree to these terms, please sign below and forward this signed letter agreement, a check for **$22,503.10**
made payable to Frontier Communications.

Frontier Communications
Attn: Robin Briggs
Engineering Department
1002 S. Alexander St
Plant City, FL., 33566

If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and advance payment, your work order will be released to our Construction Department for scheduling.

Frontier Communications shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Frontier Communications.

Should you have any questions or concerns regarding these terms, please contact **Nancy Hunt** at **727-562-1176**.

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **cancelled**.

Sincerely,

Nancy Hunt

Nancy Hunt
OSP Engineer

I agree to the terms of this agreement:

Accepted (Signature): ______________________________

Print Name & Title: ______________________________

Company: ______________________________

Billing Address: ______________________________

City / State / Zip: ______________________________

Telephone #: ______________________________

Date: ______________________________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of $22,670.00 for design and construction documents for 93rd Avenue Baffle Box Project.
Date:	November 13, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City requested that CPWG submit a Task Order to prepare construction documents and cost estimates for Stormwater Improvements at 93rd Avenue just south of McKenney Park. The proposed Stormwater Improvements will consist of a baffle box that will treat runoff from the City's Stormwater Basin 1A. The scope of services for this Task Order includes a past data review, coordinating utilities, construction plan preparation, technical specification compilation, cost estimate generation, permitting, and survey work associated with the proposed improvements.
Funding:	Stormwater – Water Quality Improvements 103-6108-537-5659
Requested Motion:	"I move to approve the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of $22,670.00 for design and construction documents for 93rd Avenue Baffle Box Project."
Attachment:	Task Order from CPWG
Reviewed by the City Manager:	WS

Exhibit "B"

TASK ORDER FORM - CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

Date of Task Order Request	23 August 2018

Firm Selected for Task	CPWG

Task (Project) Name	93rd Avenue Stormwater Improvement

Task Description (and other relevant details)	Provide engineering design for the installation of a baffle box at the 93rd Avenue outfall.

Task Budget	$22,670.00

Task Proposal Due Date	As soon as Task Order is executed

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Services Department at 727.363.9243.

Acknowledgement of Task Order:

_______________________________ ______________________________(Name)

Wayne Saunders
City Manager
City of St. Pete Beach

CPWG (Firm)

cpwg AT THE READY.

August 23, 2018

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

RE: 93rd Avenue Stormwater Improvements

Dear Mr. Clarke,

Cribb Philbeck Weaver Group (CPWG) is pleased to submit this proposal to provide the City of St. Pete Beach engineering and surveying & mapping services for stormwater improvements at 93rd Avenue just south of McKenney Park.

The City desires:

Construction documents and cost estimates for the project. The project is to prepare construction plans to install a baffle box at the existing 93rd Avenue outfall, The existing pipes will remain unchanged.

- Athletic Complexes
- Commercial Development
- Construction Management
- Environmental Services and Water Resources
- Landscape Architecture
- Land Development
- Municipal
- Parks and Recreation
- Pavement Management
- Planning
- Roadway design
- Stormwater
- Survey and Mapping
- Transportation
- Utilities

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

1. Data Collection and Kick-off Meeting

Review past data and historical problems collected by City of St. Pete Beach Staff. Identify critical characteristics throughout the existing system. Attend one kick-off meeting with the City. Perform one site review.

2. Utility Coordination

The Consultant shall coordinate with the various utility entities in order to verify/confirm the existence of underground utilities in the vicinity of the proposed improvements.

3. Prepare Construction Plans

Prepare construction plans necessary for construction. At a minimum, it is anticipated that the preparation of construction drawings for the proposed stormwater improvement will include the following:

- Title Sheet (1 sheet)
- Aerial (1 sheet)
- General Notes (1 sheet)
- Site Plan (1 sheet)
- Baffle Box (2 Sheets)
- Standard drawings and details (1 sheets)

Total: 7 sheets

Submittals will be made at the 60%, 90%, and 100% levels of completion.

Two sets of plans will be provided at each level of completion. One electronic set will be provided at the final level of completion.

4. Technical Specifications

Compile technical specifications; prepare special provisions; assemble bidding documents for baffle box construction.

5. Cost Estimate

The Consultant shall prepare probable construction costs for the project. Statements of probable construction costs and detailed cost estimates prepared by the Consultant represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other estimates prepared by him.

6. Meetings

CPWG will attend two meetings with Client/City staff to review permit submittals, plan sets and discuss other issues. Meeting minutes will be prepared for each meeting.

Permitting Services

CPWG will prepare an ERP stormwater letter of exemption as required for construction. CPWG will attend one pre-application conference with representatives from SWFWMD. We will respond to requests for additional information. Any required permit fees will be paid by the City and are not included in this proposal.

7. Survey and Mapping

The project is located within Section 25, Township 31 South, Range 15 East, City of St. Pete Beach, Pinellas County, Florida. We have reviewed the documents provided, acquired preliminary site data and have visited the project site.

Right of Way and Property Line Survey

The limits of right of way and property line survey will be the existing right of way lines for Gulf Boulevard adjacent to lots 8 and 9, Block 113 along with the property line between lots 8 and 9, Block 113 as shown per Plat Book 44, page 32 of the Public Records of Pinellas County, Florida. A survey will be performed to locate sufficient monuments to establish the limits of the existing right of way lines and property lines as defined above. Existing plats, condo books, deeds and public records shall be utilized as part of this survey. A control traverse will be established to locate right of way and property corners. A base map will be developed and provided showing the right of way lines and property lines.

I. Topographic Survey

A topographic survey will be performed to locate the horizontal and vertical spatial relationship of the above ground man made or natural features lying within the limits defined above sufficient to establish a one-foot contour digital terrain model. The limits of the topographic survey are shown in Survey Exhibit A. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not able to be detailed. A minimum of two site benchmarks will be established for this project. Any above ground features for the existing utilities such as valves, transformers or fire hydrants will be located. All trees having a diameter of 6” or larger will be located with size and type (if known) notated. The topographic survey shall be added to the base map and provided in digital format. A certified surveyor’s report will be prepared and provided as part of the map of survey. The map will be prepared at a scale to be determined by the engineer of record. Underground utilities are not included as part of this project.

Horizontal control will be relative to the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment. Vertical control will be relative to the North American Vertical Datum of 1988.

All survey work shall be prepared in accordance with Chapter 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida.

1. The proposed fees include normal reimbursable costs for phone, fax, postage, photos, and normal reproduction costs for copies of reports, and prints of drawings and other items as specified in this scope of services. Copies of the plan set for bidding and contractor copies is not included in the proposal. All permit filing and application fees shall be paid by Client. If said fees are paid by CPWG then consultant shall be reimbursed by client.

2. Advertisements for bid solicitation permit notices, public meeting notices and similar advertisements shall be paid by client.

3. This proposal does not include special evaluation or study of site wildlife, or vegetation and does not include mitigation plans or permitting for habitat alteration such as Gopher Tortoise impacts or other listed species.

4. Any water quality testing including field and laboratory time which may be necessary to use or be requested by the FDEP, SWFWMD, County or be needed by other regulatory agencies, will be paid for directly by the City. All permit or filing fees and legal notice costs for regulatory approval of this project are to be paid directly by the Client. If such testing or fees are to be paid by CPWG, they shall be considered reimbursable over and above standard costs and additional compensation will be made to CPWG for such fees.

5. This proposal does not include legal services or expert testimony on matters relating to this project should it become necessary.

6. The services identified herein are to be completed one time only. Changes resulting from requests by the City that include, but are not limited to, design criteria changes and relocation of proposed improvements as shown on the approved 60 % plans and technical memorandum shall be extra work. All extra work is subject to additional compensation as mutually agreed upon prior to undertaking the work.

7. This proposal is based on the rules and regulations in effect as of the date of this Scope of Services and associated contract. Changes in rules, regulations or codes which affect the degree of engineering work identified in the scope of services shall be quantified by CPWG and considered additional services to this proposal.

8. This proposal does not include groundwater modeling, site wildlife or endangered species investigations, or zoning change investigations.

9. No NPDES stormwater permitting is expected to be required or included in this scope.

10. All title search work needed to determine ownership and for a basis of easement Sketch of Description preparation shall be provided by Client.

11. This proposal does not include roadway lighting design, landscape design or landscape architecture or irrigation system design.

12. It is understood that no bridge structures or retaining walls are required for this project and therefore no design is included in this proposal for such items.

Schedule

Our data collection and evaluation efforts will commence upon your Notice to Proceed (NTP). A schedule will be developed after receipt of Notice to Proceed.

Compensation Summary and Terms

This contract is a lump sum contract, payable to the Consultant on a monthly basis. All application fees will be paid directly to the appropriate agencies by the Client and are not included herein. The cost not to exceed fee for the work effort presented in this proposal is twenty two thousand six hundred seventy dollars $22,670.00

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions concerning this proposal, please feel free to give me a call.

Very truly yours,
CPWG, Inc.

Steve Tarte
Principal

City of St. Pete Beach
93rd Avenue Baffle Box Project

	Task	$155.00 Professional Engineer	$145.00 Project Manager	$115.00 Senior Designer	$95.00 CADD Designer	$150.00 Survey Crew	Cost
1	Data Collection	6		0			$930
2	Utility Coordination	4	4	0			$1,200
3	Prepare Construction Plans						
	Title Sheet	0	0	0	2		$190
	Aerial	0	0	0	0		$0
	General Notes	0	0	0	0		$0
	Site Plan	1	2	0	24		$2,725
	Baffle Box (2 Sheets)	3	4	0	20		$2,945
	Standard Details (2 Sheets)	2	2	0	12		$1,740
4	Technical Specifications	4	12				$2,360
5	Cost Estimate	2	2	0	2		$790
6	Meetings	10	10				$3,000
7	Permitting Services	2	6	0	6		$1,750
10	Survey		2	0		25	$4,040
	Sub-Total						$21,670
	Direct Expenses						$1,000
	Total	34	44	0	66	25	$22,670

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the services agreement with TLC Diversified, Inc. in the amount of $44,000 for Lift Station R&R.
Date:	November 13, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City approached TLC Diversified, Inc. (TLC) with regards to potentially piggybacking on an existing Agreement between TLC and Pinellas County for sanitary sewer pump station repair, rehabilitation and improvement projects. The City has a need for pump station rehabilitation services, and having a contractor under contract for these services will allow the City to quickly construct necessary sanitary sewer pump station improvement and repairs, minimizing station down time and improving the City's level of service for sanitary sewer.
Funding:	Lift Station R&R 101-6107-535-5632
Requested Motion:	"I move to approve the services agreement with TLC Diversified, Inc. in the amount of $44,000 for Lift Station R&R."
Attachment:	Draft Services Agreement Pinellas County Contract
Reviewed by the City Manager:	_WS_

CITY OF ST. PETE BEACH, FLORIDA
<u>SERVICES AGREEMENT</u>

Lift Station Rehabilitation

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

WHEREAS, Contractor is currently under contract with Pinellas County Board of County Commissioners for Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (the "PC Contract"); and

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

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

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the PC Contract; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "A". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**

3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit "B".

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2019 (“completion date”).

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

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

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

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

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

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City’s

consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

a. Florida public records law (Exhibit "A")
b. Contractor's "piggy-back" contract (Exhibit "B")

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

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

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

As to Contractor:	**As to City:**
Thurston Lamberson	City Manager
TLC Diversified, Inc.	City of St. Pete Beach
2719 17th Street East	155 Corey Avenue
Palmetto, FL 34221	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.

22. This Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than 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.

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

TLC Diversified, Inc.:	**City of St. Pete Beach:**
Signature: ________________________	Signature: ________________________
By: ______________________________	By: ______________________________
Its: _______________________________	Its: _______________________________
Date: _____________________________	Date: _____________________________
APPROVED AS TO FORM:	ATTEST:
_______________________	________________________
Andrew Dickman	Rebecca C. Haynes
City Attorney	City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Contractor’s “Piggy-Back Contract)

Staff Report

Board of County Commissioner Approved 08/07/2018

File #: 18-576A, **Version:** 1 **Agenda Date:** 8/7/2018

Subject:
Award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for FY 2018-2021.

Recommended Action:
Approval of award of bid to TLC Diversified, Inc. for sanitary sewer pump station repair, rehabilitation and improvement projects for Fiscal Year 2018 - 2021.

Bid No. 178-0360-CP(JJ); PID No. 000964A; in the amount of $5,722,777.00 on the basis of being the lowest responsive, responsible bid received meeting specifications. All work is expected to be completed within 1,095 consecutive calendar days. Authorize the Chairman to sign and the Clerk of Court to attest.

Strategic Plan:
Foster Continual Economic Growth and Vitality
4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers
5.3 Ensure effective and efficient delivery of county services and support

Summary:
This contract will provide for repair, rehabilitation and improvements to sanitary sewer pump stations at various locations throughout the County. Pump station repair and rehabilitation is essential for the prevention of sanitary sewer spills. Some of the County stations are now over thirty (30) years old. As equipment becomes obsolete, it is necessary to upgrade to newer technology and communication options in order to repair deteriorated pumps and piping. These improvements are facilitated in order to keep the sanitary sewer collection system functioning at an acceptable level.

Background Information:
Work may include furnishing and installation of pumps, valves, fittings, electrical equipment, panels, conduits, vaults, trenching/boring, bypass pumping, dewatering, restoration, testing and other incidental work required to re-commission a pump station.

Award of this contract is consistent with the sanitary sewer pump renewal and replacement program based on a twenty (20) year life cycle and is consistent with the recommendations of the Stormwater/Wastewater Taskforce.

Fiscal Impact:
Expenditure not to exceed: $5,722,777.00.

Project funding is derived from the capital improvement program, physical environment, sewer renewal & replacement program allocation and from the Utilities Department sanitary sewer enterprise fund.

Staff Member Responsible:
Megan Ross, Interim Director, Utilities
Joe Lauro, Director, Purchasing

Partners:
N/A

Attachments:
Agreement
Bid Tabulation

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

TLC Diversified, Inc.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

2719 17th Street East
Palmetto, FL 34221

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed Five Million Seven Hundred Twenty Two Thousand Seven Hundred Seventy Seven Dollars and 00/100 DOLLARS $5,722,777.00 to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY2018-FY2021 (PID # 000964A) Bid No: 178-0360-CP (JJ)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **One Thousand Ninety-Five (1,095)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.

C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.

D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

E. To procure all insurance as required by the Instructions to Bidders.

F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. 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.

G. To permit any representative(s) of the County, 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 County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.

J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, 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 whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. THE COUNTY AGREES:

A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

4. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

5. PUBLIC RECORDS – CONTRACTOR'S DUTY

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and through the Board of County Commissioners

By: Kenneth T. Welch

Chairman

8/7/18

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: Norman D. Loy

Deputy Clerk

TLC Diversified, Inc.

Name of Firm

By:

Signature

Thurston Lamberson

Print Name

President

Title

1-CUC053963

Contractor's Registration or Certification No. issued by the State of Florida

APPROVED AS TO FORM

By:

Office of the County Attorney

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-1 Mobilization / Demobilization					
PS-1A	Mobilization/ Demobilization $2,500 or less	4.00	EA	325.00	$ 1,300.00
PS-1B	Mobilization/ Demobilization $5,000 or less	4.00	EA	375.00	$ 1,500.00
PS-1C	Mobilization/ Demobilization $7,500 or less	4.00	EA	600.00	$ 2,400.00
PS-1D	Mobilization/ Demobilization $7,501 or greater	10.00	EA	8,200.00	$ 82,000.00
	PS-1 Subtotal				**$ 87,200.00**
PS-2 Execution of General Requirements					
PS-2A	Execution of General Requirements $2,500 or less	4.00	EA	300.00	$ 1,200.00
PS-2B	Execution of General Requirements $5,000 or less	4.00	EA	450.00	$ 1,800.00
PS-2C	Execution of General Requirements $7,500 or less	4.00	EA	650.00	$ 2,600.00
PS-2D	Execution of General Requirements $7,501 or greater	10.00	EA	3,200.00	$ 32,000.00
	PS-2 Subtotal				**$ 37,600.00**
PS-3 Initial Excavation Per Dig - 20 LF					
PS-3A	Initial Excavation Per Dig - 20 LF 0'-6' depth	4.00	EA	2,200.00	$ 8,800.00
PS-3B	Initial Excavation Per Dig - 20 LF 6'-8' depth	4.00	EA	400.00	$ 1,600.00
PS-3C	Initial Excavation Per Dig - 20 LF 8'-10' depth	4.00	EA	400.00	$ 1,600.00
PS-3D	Initial Excavation Per Dig - 20 LF 10'-12' depth	2.00	EA	405.00	$ 810.00
PS-3E	Initial Excavation Per Dig - 20 LF 12'-14' depth	2.00	EA	410.00	$ 820.00
PS-3F	Initial Excavation Per Dig - 20 LF 14'-16' depth	2.00	EA	420.00	$ 840.00
PS-3G	Initial Excavation Per Dig - 20 LF 16'-18' depth	2.00	EA	500.00	$ 1,000.00
PS-3H	Initial Excavation Per Dig - 20 LF 18' or higher depth	2.00	EA	525.00	$ 1,050.00
	PS-3 Subtotal				**$ 16,520.00**
PS-4 Additional Excavation Per Dig - 10 LF					

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-4A	Additional Excavation Per Dig - 10 LF 0'-6' depth	2.00	EA	1,300.00	$	2,600.00
PS-4B	Additional Excavation Per Dig - 10 LF 6'-8' depth	2.00	EA	350.00	$	700.00
PS-4C	Additional Excavation Per Dig - 10 LF 8'-10' depth	2.00	EA	350.00	$	700.00
PS-4D	Additional Excavation Per Dig - 10 LF 10'-12' depth	2.00	EA	350.00	$	700.00
PS-4E	Additional Excavation Per Dig - 10 LF 12'-14' depth	2.00	EA	350.00	$	700.00
PS-4F	Additional Excavation Per Dig - 10 LF 14'-16' depth	2.00	EA	360.00	$	720.00
PS-4G	Additional Excavation Per Dig - 10 LF 16'-18' depth	2.00	EA	360.00	$	720.00
PS-4H	Additional Excavation Per Dig - 10 LF 18' or higher depth	2.00	EA	360.00	$	720.00
	PS-4 Subtotal				**$**	**7,560.00**
PS-5 By-Pass Pumping Set Up w / 2 pumps						
PS-5A	By-Pass Pumping Set Up w / 2 pumps 0 HP to 3HP	2.00	EA	900.00	$	1,800.00
PS-5B	By-Pass Pumping Set Up w / 2 pumps 3.1 HP to 5HP	2.00	EA	1,400.00	$	2,800.00
PS-5C	By-Pass Pumping Set Up w / 2 pumps 5.1 HP to 7.5HP	2.00	EA	1,400.00	$	2,800.00
PS-5D	By-Pass Pumping Set Up w / 2 pumps 7.6 HP to 10HP	2.00	EA	1,500.00	$	3,000.00
PS-5E	By-Pass Pumping Set Up w / 2 pumps 10.1 HP to 15HP	2.00	EA	1,500.00	$	3,000.00
PS-5F	By-Pass Pumping Set Up w / 2 pumps 15.1 HP to 20HP	2.00	EA	1,800.00	$	3,600.00
PS-5G	By-Pass Pumping Set Up w / 2 pumps 20.1 HP to 47HP	2.00	EA	2,000.00	$	4,000.00
PS-5H	By-Pass Pumping Set Up w / 2 pumps 47.1 HP to 88 HP	2.00	EA	3,000.00	$	6,000.00
PS-5I	By-Pass Pumping Set Up w / 2 pumps 88.1 HP and greater	2.00	EA	4,000.00	$	8,000.00
	PS-5 Subtotal				**$**	**35,000.00**
PS-6 By-Pass Pumping Operation with 2 Pumps						
PS-6A	By-Pass Pumping Operation with 2 pumps 0 HP to 3HP	2.00	DAYS	500.00	$	1,000.00
PS-6B	By-Pass Pumping Operation with 2 pumps 3.1 HP to 5HP	2.00	DAYS	850.00	$	1,700.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-6C	By-Pass Pumping Operation with 2 pumps 5.1 HP to 7.5HP	2.00	DAYS	875.00	$ 1,750.00
PS-6D	By-Pass Pumping Operation with 2 pumps 7.6 HP to 10HP	2.00	DAYS	900.00	$ 1,800.00
PS-6E	By-Pass Pumping Operation with 2 pumps 10.1 HP to 15HP	4.00	DAYS	900.00	$ 3,600.00
PS-6F	By-Pass Pumping Operation with 2 pumps 15.1 HP to 20HP	4.00	DAYS	1,000.00	$ 4,000.00
PS-6G	By-Pass Pumping Operation with 2 pumps 20.1 HP to 47HP	2.00	DAYS	1,050.00	$ 2,100.00
PS-6H	By-Pass Pumping Operation with 2 pumps 47.1 HP to 88 HP	2.00	DAYS	1,100.00	$ 2,200.00
PS-6I	By-Pass Pumping Operation with 2 pumps 88.1 HP and greater	2.00	DAYS	1,100.00	$ 2,200.00
	PS-6 Subtotal				**$ 20,350.00**
PS-7 Well Point Dewatering - Initial 12 Points					
PS-7A	Well Point Dewatering-Initial 12 Points 0'-6' depth	1.00	EA	1,450.00	$ 1,450.00
PS-7B	Well Point Dewatering-Initial 12 Points 6'-8' depth	1.00	EA	900.00	$ 900.00
PS-7C	Well Point Dewatering-Initial 12 Points 8'-10' depth	1.00	EA	900.00	$ 900.00
PS-7D	Well Point Dewatering-Initial 12 Points 10'-12' depth	1.00	EA	900.00	$ 900.00
PS-7E	Well Point Dewatering-Initial 12 Points 12'-14' depth	1.00	EA	900.00	$ 900.00
PS-7F	Well Point Dewatering-Initial 12 Points 14'-16' depth	1.00	EA	900.00	$ 900.00
PS-7G	Well Point Dewatering-Initial 12 Points 16'-18' depth	1.00	EA	900.00	$ 900.00
PS-7H	Well Point Dewatering-Initial 12 Points 18' or higher depth	1.00	EA	900.00	$ 900.00
	PS-7 Subtotal				**$ 7,750.00**
PS-8 Well Point Dewatering-Additional per Well Point					
PS-8A	Well Point Dewatering-Additional per Well Point 0'-6' depth	1.00	EA	35.00	$ 35.00
PS-8B	Well Point Dewatering-Additional per Well Point 6'-8' depth	1.00	EA	35.00	$ 35.00
PS-8C	Well Point Dewatering-Additional per Well Point 8'-10' depth	1.00	EA	35.00	$ 35.00
PS-8D	Well Point Dewatering-Additional per Well Point 10'-12' depth	1.00	EA	35.00	$ 35.00

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-8E	Well Point Dewatering-Additional per Well Point 12'-14' depth	1.00	EA	35.00	$	35.00
PS-8F	Well Point Dewatering-Additional per Well Point 14'-16' depth	1.00	EA	35.00	$	35.00
PS-8G	Well Point Dewatering-Additional per Well Point 16'-18' depth	1.00	EA	35.00	$	35.00
PS-8H	Well Point Dewatering-Additional per Well Point 18' or higher depth	1.00	EA	35.00	$	35.00
	PS-8 Subtotal				**$**	**280.00**
PS-9 Furnish and Install Gate Valve / Resilient Wedge						
PS-9A	Resilient Wedge Gate Valve (4" diameter)	3.00	EA	800.00	$	2,400.00
PS-9B	Resilient Wedge Gate Valve (6" diameter)	3.00	EA	1,020.00	$	3,060.00
PS-9C	Resilient Wedge Gate Valve (8" diameter)	1.00	EA	1,420.00	$	1,420.00
PS-9D	Resilient Wedge Gate Valve (10" diameter)	1.00	EA	2,035.00	$	2,035.00
PS-9E	Resilient Wedge Gate Valve (12" diameter)	1.00	EA	2,345.00	$	2,345.00
	PS-9 Subtotal				**$**	**11,260.00**
PS-10 Furnish and Install Check Valve / Swing Type Lever Weight						
PS-10A	Check Valve (4" diameter)	2.00	EA	1,400.00	$	2,800.00
PS-10B	Check Valve (6" diameter)	2.00	EA	1,600.00	$	3,200.00
PS-10C	Check Valve (8" diameter)	1.00	EA	2,300.00	$	2,300.00
PS-10D	Check Valve 10" diameter	1.00	EA	3,200.00	$	3,200.00
PS-10E	Check Valve 12" diameter	1.00	EA	4,400.00	$	4,400.00
	PS-10 Subtotal				**$**	**15,900.00**
PS-11 Furnish and Install C-900 DR-18 PVC Pipe Replacement (Force or Gravity Main)						
PS-11A	C-900 DR-18 PVC Pipe (4" diameter)	40.00	LF	25.00	$	1,000.00
PS-11B	C-900 DR-18 PVC Pipe (6" diameter)	40.00	LF	35.00	$	1,400.00
PS-11C	C-900 DR-18 PVC Pipe (8" diameter)	40.00	LF	40.00	$	1,600.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-11D	C-900 DR-18 PVC Pipe (10" diameter)	20.00	LF	45.00	$ 900.00
PS-11E	C-900 DR-18 PVC Pipe (12" diameter)	20.00	LF	48.00	$ 960.00
	PS-11 Subtotal				**$ 5,860.00**
PS-12 Furnish and Install Ductile Iron Pipe Replacement (Flange and Coated)					
PS-12A	Ductile Iron Pipe Replacement (Flanged and Coated) (4" dia.)	100.00	LF	195.00	$ 19,500.00
PS-12B	Ductile Iron Pipe Replacement (Flanged and Coated) (6" dia.)	100.00	LF	212.00	$ 21,200.00
PS-12C	Ductile Iron Pipe Replacement (Flanged and Coated) (8" dia.)	30.00	LF	295.00	$ 8,850.00
PS-12D	Ductile Iron Pipe Replacement (Flanged and Coated) (10" dia.)	20.00	LF	340.00	$ 6,800.00
PS-12E	Ductile Iron Pipe Replacement (Flanged and Coated) (12" dia.)	20.00	LF	375.00	$ 7,500.00
	PS-12 Subtotal				**$ 63,850.00**
PS-13 Furnish and Install Stainless Steel (316-Sch. 40) Pipe					
PS-13A	Stainless Steel (316-Sch. 40) Pipe (4" dia.)	200.00	LF	125.00	$ 25,000.00
PS-13B	Stainless Steel (316-Sch. 40) Pipe (6" dia.)	200.00	LF	145.00	$ 29,000.00
PS-13C	Stainless Steel (316-Sch. 40) Pipe (8" dia.)	30.00	LF	200.00	$ 6,000.00
PS-13D	Stainless Steel (316-Sch. 40) (Pipe 10" dia.)	20.00	LF	210.00	$ 4,200.00
PS-13E	Stainless Steel (316-Sch. 40) Pipe (12" dia.)	20.00	LF	230.00	$ 4,600.00
	PS-13 Subtotal				**$ 68,800.00**
PS-14 Furnish and Install Stainless Steel (316) Pipe Flanges					
PS-14A	Stainless Steel (316) Pipe Flanges (4" pipe flange)	60.00	EA	200.00	$ 12,000.00
PS-14B	Stainless Steel (316) Pipe Flanges (6" pipe flange)	40.00	EA	240.00	$ 9,600.00
PS-14C	Stainless Steel (316) Pipe Flanges (8" pipe flange)	30.00	EA	350.00	$ 10,500.00
PS-14D	Stainless Steel (316) Pipe Flanges (10" pipe flange)	20.00	EA	400.00	$ 8,000.00
PS-14E	Stainless Steel (316) Pipe Flanges (12" pipe flange)	20.00	EA	475.00	$ 9,500.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
	PS-14 Subtotal				**$ 49,600.00**
PS-15 Furnish and Install Ductile Iron Fittings and Restraints		5,000.00	LBS	10.00	$ 50,000.00
PS-16 Furnish and Install Stainless Steel Fittings and Restraints		2,000.00	LBS	16.00	$ 32,000.00
PS-17 Furnish and Install Stainless Steel Pressure Gauge Connections		10.00	EA	675.00	$ 6,750.00
	PS-15 THROUGH PS-17 Subtotal				**$ 88,750.00**
PS-18 Furnish and Install Stainless Steel (304) Pipe Saddle Supports					
PS-18A	Stainless Steel (304) Pipe Saddle Supports (4" diameter)	2.00	EA	300.00	$ 600.00
PS-18B	Stainless Steel (304) Pipe Saddle Supports (6" diameter)	2.00	EA	300.00	$ 600.00
PS-18C	Stainless Steel (304) Pipe Saddle Supports (8" diameter)	2.00	EA	310.00	$ 620.00
PS-18D	Stainless Steel (304) Pipe Saddle Supports (10" diameter)	2.00	EA	315.00	$ 630.00
PS-18E	Stainless Steel (304) Pipe Saddle Supports (12" diameter)	2.00	EA	315.00	$ 630.00
	PS-18 Subtotal				**$ 3,080.00**
PS-19 Furnish and Install Bollards (per Detail)		4.00	EA	325.00	$ 1,300.00
PS-20 Furnish and Install Wet Well - Concrete		50.00	CY	500.00	$ 25,000.00
PS-21 Furnish and Install Wet Well - Fiberglass		300.00	SF	65.00	$ 19,500.00
PS-22 Furnish and Install Manhole with Frame and Cover less than 12 Feet deep		24.00	VF	425.00	$ 10,200.00
PS-23 Furnish and Install Manhole with Frame and Cover greater than 12 Feet deep		24.00	VF	440.00	$ 10,560.00
PS-24 Furnish and Install Wet Well Top Slab, Access Frame and Door (HS-20 Rated)		100.00	SF	138.00	$ 13,800.00
PS-25 Furnish and Install Wet Well Top Slab Access Frame and Door (300 PSF Rated)		100.00	SF	185.00	$ 18,500.00
	PS-19 THROUGH PS-25 Subtotal				**$ 98,860.00**
PS-26 Furnish and Install Valve Vault - Duplex					
PS-26A	Valve Vault (Duplex) (6' x 6')	2.00	EA	3,800.00	$ 7,600.00
PS-26B	Valve Vault (Duplex) (7' x 7')	2.00	EA	5,500.00	$ 11,000.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-26C	Valve Vault (Duplex) (7'-6" x 8')	2.00	EA	5,700.00	$ 11,400.00
PS-26D	Valve Vault (Duplex) (8'-6" x 9')	2.00	EA	6,200.00	$ 12,400.00
PS-26E	Valve Vault (Duplex) (9' x 10')	2.00	EA	7,500.00	$ 15,000.00
	PS-26 Subtotal				**$ 57,400.00**
PS-27 Furnish and Install Valve Vault - Triplex					
PS-27A	Valve Vault (Triplex) (6' x 7')	2.00	EA	4,000.00	$ 8,000.00
PS-27B	Valve Vault (Triplex) (7' x 8')	2.00	EA	5,300.00	$ 10,600.00
PS-27C	Valve Vault (Triplex) (7'-6" x 10')	2.00	EA	6,000.00	$ 12,000.00
PS-27D	Valve Vault (Triplex) (8'-6" x 11')	2.00	EA	7,500.00	$ 15,000.00
PS-27E	Valve Vault (Triplex) (9' x 12')	2.00	EA	13,000.00	$ 26,000.00
	PS-27 Subtotal				**$ 71,600.00**
PS-28 Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Duplex)		50.00	SF	190.00	$ 9,500.00
PS-29 Furnish and Install Valve Vault Top Slab, Access Frame and Door (HS-20 Rated) (Triplex)		50.00	SF	195.00	$ 9,750.00
PS-30 Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Duplex)		50.00	SF	182.00	$ 9,100.00
PS-31 Furnish and Install Valve Vault Top Slab and Access Frame and Door (300 PSF Rated) (Triplex)		50.00	SF	185.00	$ 9,250.00
	PS-28 THROUGH PS-31 Subtotal				**$ 37,600.00**
PS-32 Furnish and Install Inside PVC Drop Connection to Wet Well					
PS-32A	Inside PVC Drop Connection to Wet Well (4")	6.00	VF	180.00	$ 1,080.00
PS-32B	Inside PVC Drop Connection to Wet Well (6")	10.00	VF	200.00	$ 2,000.00
PS-32C	Inside PVC Drop Connection to Wet Well (8")	6.00	VF	225.00	$ 1,350.00
PS-32D	Inside PVC Drop Connection to Wet Well (10")	6.00	VF	250.00	$ 1,500.00
PS-32E	Inside PVC Drop Connection to Wet Well (12")	6.00	VF	260.00	$ 1,560.00
PS-32F	Inside PVC Drop Connection to Wet Well (Over 12")	6.00	VF	275.00	$ 1,650.00

Pay Item No. Description	Quantity	Unit	UnitPrice	Amount
PS-32 Subtotal				$ 9,140.00
PS-33 Furnish and Install Fiberglass Liner with Top and Grout	500.00	SF	69.00	$ 34,500.00
PS-34 Install Polymorphic Resin (I.E.T.) Liner System	500.00	SF	26.00	$ 13,000.00
PS-35 Install 100% Calcium Aluminate (Sewper Coat™) Lining System	500.00	SF	23.00	$ 11,500.00
PS-36 Install SpectraShield™ Lining System	500.00	SF	23.00	$ 11,500.00
PS-37 Install Urethane/Epoxy, Polyurea (Green Monster™) Lining System	500.00	SF	31.00	$ 15,500.00
PS-38 Furnish and Install Wet Well Draw Tube	100.00	VF	75.00	$ 7,500.00
PS-39 Furnish, Install and Remove Temporary Sheeting	500.00	SF	20.00	$ 10,000.00
PS-40 Furnish and Install Permanent Sheeting	200.00	SF	35.00	$ 7,000.00
PS-41 Pavement Base & Base Restoration (6" Crushed Concrete)	100.00	SY	15.00	$ 1,500.00
PS-42 Asphalt Pavement Base & Base Restoration (4" Asphaltic Base)	100.00	SY	38.00	$ 3,800.00
PS-43 Asphalt Surface Pavement 1" PC-3 ACSC	100.00	SY	17.00	$ 1,700.00
PS-44 Flowable Fill	6.00	CY	125.00	$ 750.00
PS-45 Shell Driveway Base, 6" Thick	20.00	SY	45.00	$ 900.00
PS-46 Furnish and Install Structural Concrete (4000 psi)	20.00	CY	900.00	$ 18,000.00
PS-47 Remove/Reconstruct Concrete Driveways/Control Panel Slabs: All 6 inches thick around wet wells	150.00	SY	285.00	$ 42,750.00
PS-48 Pea Gravel Driveway	4.00	CY	300.00	$ 1,200.00
PS-49 Remove/Reconstruct Concrete Sidewalks	10.00	CY	450.00	$ 4,500.00
PS-50 Remove/Reconstruct Concrete Curb and Gutters	150.00	LF	26.00	$ 3,900.00
PS-51 Grass Restoration by Seeding	4.00	SY	3.00	$ 12.00
PS-52 Grass Restoration by Sodding	250.00	SY	7.00	$ 1,750.00
PS-53 Special Refill Materials - Crushed Stone	50.00	CY	38.00	$ 1,900.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-54 Special Backfill Materials - Sand		20.00	CY	30.00	$ 600.00
	PS-33 THROUGH PS-54 Subtotal				**$ 193,762.00**
PS-55 Remove and Replace Concrete for Wall Penetrations					
PS-55A	Remove and Replace Concrete for Wall Penetrations 2" Diameter or less Hole	40.00	EA	315.00	$ 12,600.00
PS-55B	Remove and Replace Concrete for Wall Penetrations 4" Diameter Hole	20.00	EA	375.00	$ 7,500.00
PS-55C	Remove and Replace Concrete for Wall Penetrations 6" Diameter Hole	20.00	EA	525.00	$ 10,500.00
PS-55D	Remove and Replace Concrete for Wall Penetrations 8" Diameter Hole	20.00	EA	650.00	$ 13,000.00
PS-55E	Remove and Replace Concrete for Wall Penetrations 10" Diameter Hole	20.00	EA	670.00	$ 13,400.00
PS-55F	Remove and Replace Concrete for Wall Penetrations Greater than 10" Hole	20.00	EA	680.00	$ 13,600.00
	PS-55 Subtotal				**$ 70,600.00**
PS-56 Furnish and Install Control Panel 230 Volts/3 Phase					
PS-56AA	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP Contact Motor Starter	1.00	EA	28,000.00	$ 28,000.00
PS-56AB	Furnish and Install Control Panel 230 Volts/3 Phase 1.0 - 3 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	$ 42,000.00
PS-56BA	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP Contact Motor Starter	1.00	EA	36,000.00	$ 36,000.00
PS-56BB	Furnish and Install Control Panel 230 Volts/3 Phase 3.5 - 5 HP VFD Option for 1 Phase to 3 Phase Conversion/cross line bypass option	1.00	EA	42,000.00	$ 42,000.00
PS-56C	Furnish and Install Control Panel 230 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	34,000.00	$ 34,000.00
PS-56D	Furnish and Install Control Panel 230 Volts/3 Phase 8.0 - 10 HP	1.00	EA	35,500.00	$ 35,500.00
PS-56E	Furnish and Install Control Panel 230 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	38,000.00	$ 38,000.00
PS-56FA	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP VFD Option/cross line bypass option	1.00	EA	83,500.00	$ 83,500.00

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-56FB	Furnish and Install Control Panel 230 Volts/3 Phase 15.5 -23.0 HP Soft Start Option/cross line bypass option	2.00	EA	62,000.00	$	124,000.00
PS-56GA	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP VFD Option/coss line bypass option	2.00	EA	70,000.00	$	140,000.00
PS-56GB	Furnish and Install Control Panel 230 Volts/3 Phase 23.5 - 25.0 HP Soft Start Option/cross line bypass option	2.00	EA	51,000.00	$	102,000.00
PS-56HA	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP VFD Option/cross line bypass option	2.00	EA	78,500.00	$	157,000.00
PS-56HB	Furnish and Install Control Panel 230 Volts/3 Phase 25.5 - 30.0 HP Soft Start Option/cross line bypass option	2.00	EA	57,500.00	$	115,000.00
PS-56IA	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP VFD Option/cross line bypass option	2.00	EA	92,000.00	$	184,000.00
PS-56IB	Furnish and Install Control Panel 230 Volts/3 Phase 30.5 - 40.0 HP Soft Start Option/cross line bypass option	2.00	EA	67,500.00	$	135,000.00
PS-56JA	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP VFD Option/cross line bypass option	2.00	EA	97,000.00	$	194,000.00
PS-56JB	Furnish and Install Control Panel 230 Volts/3 Phase 40.5 - 50.0 HP Soft Start Option/cross line bypass option	2.00	EA	68,000.00	$	136,000.00
PS-56K	Furnish and Install Control Panel 460 Volts/3 Phase 1.0 - 3 HP	1.00	EA	35,000.00	$	35,000.00
PS-56L	Furnish and Install Control Panel 460 Volts/3 Phase 3.5 - 5 HP	1.00	EA	35,000.00	$	35,000.00
PS-56M	Furnish and Install Control Panel 460 Volts/3 Phase 5.5 - 7.5 HP	1.00	EA	36,000.00	$	36,000.00
PS-56N	Furnish and Install Control Panel 460 Volts/3 Phase 8.0 - 10 HP	1.00	EA	36,000.00	$	36,000.00
PS-56O	Furnish and Install Control Panel 460 Volts/3 Phase 10.5 - 15.0 HP	1.00	EA	36,000.00	$	36,000.00
PS-56PA	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP VFD Option/cross line bypass option	1.00	EA	81,000.00	$	81,000.00

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-56PB	Furnish and Install Control Panel 460 Volts/3 Phase 15.5 -20.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	$ 53,000.00
PS-56QA	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP VFD Option/cross line bypass option	1.00	EA	80,000.00	$ 80,000.00
PS-56QB	Furnish and Install Control Panel 460 Volts/3 Phase 20.5 -25.0 HP Soft Start Option/cross line bypass option	1.00	EA	53,000.00	$ 53,000.00
PS-56RA	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel VFD Option/cross line bypass option	1.00	EA	82,000.00	$ 82,000.00
PS-56RB	Furnish and Install Control Panel 460 Volts/3 Phase 25.5 -30.0 HP Panel Soft Start Option/cross line bypass option	1.00	EA	55,000.00	$ 55,000.00
PS-56S	Furnish and Install Control Panel 460 Volts/3 Phase 30.5 -40.0 HP Panel - VFD/cross line bypass option	1.00	EA	90,000.00	$ 90,000.00
PS-56T	Furnish and Install Control Panel 460 Volts/3 Phase 50.0 HP Panel - VFD/cross line bypass option	1.00	EA	93,000.00	$ 93,000.00
PS-56U	Furnish and Install Control Panel 460 Volts/3 Phase 60.0 HP Panel - VFD/cross line bypass option	1.00	EA	103,000.00	$ 103,000.00
PS-56V	Furnish and Install Control Panel 460 Volts/3 Phase 75.0 HP Panel - VFD/cross line bypass option	1.00	EA	120,000.00	$ 120,000.00
PS-56W	Furnish and Install Control Panel 460 Volts/3 Phase 90.0 HP Panel - VFD/cross line bypass option	1.00	EA	130,000.00	$ 130,000.00
PS-56X	Furnish and Install Control Panel 460 Volts/3 Phase 51.0 - 60.0 HP Panel - VFD - Triplex /cross line bypass option	1.00	EA	135,000.00	$ 135,000.00
	PS-56 Subtotal				**$ 2,879,000.00**
PS-57 Furnish and Install Wet Well Mixer					
PS-57A	Furnish and Install Wet Well Mixer ITT Flygt 2.3HP mixer model #SR4620	1.00	EA	17,000.00	$ 17,000.00
PS-57B	Furnish and Install Wet Well Mixer ABS 2 HP mixer model #RW2022	1.00	EA	13,000.00	$ 13,000.00
	PS-57 Subtotal				**$ 30,000.00**
PS-58 Furnish and Install Level Sensors					

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-58A	Furnish and Install Level Sensors Greyline	5.00	EA	5,800.00	$	29,000.00
PS-58B	Furnish and Install Level Sensors Bubbler	5.00	EA	10,000.00	$	50,000.00
PS-58C	Furnish and Install Level Sensors HydroRanger/XPS-15	5.00	EA	6,400.00	$	32,000.00
	PS-58 Subtotal				**$**	**111,000.00**
PS-59 Furnish and Install Floats		10.00	SET	1,660.00	$	16,600.00
PS-60 SCADA/RTU Panel Relocation		4.00	EA	6,000.00	$	24,000.00
PS-61 Furnish and Install New Motorola ACE with Cellular SCADA/RTU Panel		2.00	EA	14,000.00	$	28,000.00
	PS-59 THROUGH PS-61 Subtotal				**$**	**68,600.00**
PS-62 Furnish and Install New Submersible Pumps 3 HP Pump or less CP or N series/HC Impeller Option						
PS-62A	New Submersible Pumps 3 HP Pump or less CP or N series/HC impeller option	2.00	EA	5,800.00	$	11,600.00
PS-62B	New Submersible Pumps 3.5 - 5 HP Pump CP or N series/HC impeller option	2.00	EA	8,400.00	$	16,800.00
PS-62C	New Submersible Pumps 5.5 - 7.5 HP Pump CP or N series/HC impeller option	2.00	EA	10,000.00	$	20,000.00
PS-62D	New Submersible Pumps 7.5 - 10 HP Pump CP or N series/HC impeller option	2.00	EA	11,700.00	$	23,400.00
PS-62E	New Submersible Pumps 10.5 - 12 HP Pump CP or N series/HC impeller option	2.00	EA	15,000.00	$	30,000.00
PS-62F	New Submersible Pumps 12.5 - 15 HP Pump CP or N series/HC impeller option	3.00	EA	17,500.00	$	52,500.00
PS-62G	New Submersible Pumps 15.5 - 23 HP Pump CP or N series/HC impeller option	3.00	EA	21,000.00	$	63,000.00
PS-62H	New Submersible Pumps 23.5 - 25 HP Pump CP or N series/HC impeller option	2.00	EA	22,000.00	$	44,000.00
PS-62I	New Submersible Pumps 25.5 - 30 HP Pump CP or N series/HC impeller option	2.00	EA	26,000.00	$	52,000.00
PS-62J	New Submersible Pumps 30.5 - 35 HP Pump CP or N series/HC impeller option	2.00	EA	27,000.00	$	54,000.00
PS-62K	New Submersible Pumps 35.5 - 40 HP Pump CP or N series/HC impeller option	2.00	EA	34,500.00	$	69,000.00
PS-62L	New Submersible Pumps 40.5 - 47 HP Pump CP or N series/HC impeller option	2.00	EA	36,500.00	$	73,000.00
PS-62M	New Submersible Pumps 47.5 - 50 HP Pump CP or N series/HC impeller option	2.00	EA	37,000.00	$	74,000.00
PS-62N	New Submersible Pumps 50.5 - 60 HP Pump CP or N series/HC impeller option	2.00	EA	40,000.00	$	80,000.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
BID NO. 178-0360-CP (JJ)
BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-62O	New Submersible Pumps 60.5 - 75 HP Pump CP or N series/HC impeller option	2.00	EA	44,000.00	$	88,000.00
PS-62P	New Submersible Pumps 75.5 - 90 HP Pump CP or N series/HC impeller option	2.00	EA	63,000.00	$	126,000.00
	PS-62 Subtotal				**$**	**877,300.00**
PS-63 Furnish and Install Mix Flush Valve 3 - 23 HP		1.00	EA	3,700.00	$	3,700.00
PS-64 Pump Preventive Maintenance Testing		2.00	EA	750.00	$	1,500.00
PS-65 Furnish and Install Area Lighting on 10 Foot Pole		10.00	EA	3,400.00	$	34,000.00
PS-66 Furnish and Install Area Lighting on Gooseneck		4.00	EA	350.00	$	1,400.00
PS-67 Furnish and Install Short Pole Area Lighting		5.00	EA	2,000.00	$	10,000.00
PS-68 Generator Electrical Work & Start-up		1.00	EA	13,150.00	$	13,150.00
	PS-63 THROUGH PS-68 Subtotal				**$**	**63,750.00**
PS-69 Furnish and Install Pump Discharge Connection						
PS-69A	Pump Discharge Connection (4")	1.00	EA	1,725.00	$	1,725.00
PS-69B	Pump Discharge Connection (6")	1.00	EA	2,720.00	$	2,720.00
PS-69C	Pump Discharge Connection (8")	1.00	EA	4,900.00	$	4,900.00
PS-69D	Pump Discharge Connection (10")	1.00	EA	5,000.00	$	5,000.00
PS-69E	Pump Discharge Connection (12")	1.00	EA	8,000.00	$	8,000.00
	PS-69 Subtotal				**$**	**22,345.00**
PS-70 New Replacement S.S Pump Guide Rails - 2 inch		100.00	LF	37.00	$	3,700.00
PS-71 New Replacement S.S Pump Guide Rails - 3 Inch		25.00	LF	45.00	$	1,125.00
	PS-70 THROUGH PS-71 Subtotal				**$**	**4,825.00**
PS-72 New Replacement S.S Guide Rail Brackets						
PS-72A	New Replacement S.S Guide Rail Brackets (2 In. Upper Guide Rail Bracket)	5.00	EA	270.00	$	1,350.00
PS-72B	New Replacement S.S Guide Rail Brackets (2 In. Intermediate Bracket)	4.00	EA	350.00	$	1,400.00

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-72C	New Replacement S.S Guide Rail Brackets (3 In. Upper Guide Rail Bracket)	4.00	EA	250.00	$	1,000.00
PS-72D	New Replacement S.S Guide Rail Brackets (3 In. Intermediate Bracket)	2.00	EA	375.00	$	750.00
	PS-72 Subtotal				**$**	**4,500.00**
PS-73 Furnish and Install PVC "P" Trap in Wet Well - 4 inch		5.00	EA	300.00	$	1,500.00
PS-74 Furnish and Install PVC Vent in Wet Well		4.00	EA	800.00	$	3,200.00
PS-75 Remove PVC "P" Traps in Wet Well and Replace with Flanged All-Rubber Duck Bill Type Check Valve		4.00	EA	500.00	$	2,000.00
	PS-73 THROUGH PS-75				**$**	**6,700.00**
PS-76 Furnish and Install Cam-Lok Coupling Adapter & Dust Cap						
PS-76A	Cam-Lok Coupling Adapter & Dust Cap (4" S.S. male IPS X male Cam-Lok & Female Dust Cap)	8.00	EA	600.00	$	4,800.00
PS-76B	Cam-Lok Coupling Adapter & Dust Cap (6" S.S. male IPS X male Cam-Lok & Female Dust Cap)	4.00	EA	950.00	$	3,800.00
PS-76C	Cam-Lok Coupling Adapter & Dust Cap (8" S.S. male IPS X male Cam-Lok & Female Dust Cap)	2.00	EA	1,300.00	$	2,600.00
	PS-76 Subtotal				**$**	**11,200.00**
PS-77 Furnish and Install Exterior Pump Out Connection Enclosure		5.00	EA	3,700.00	$	18,500.00
PS-78 Relocate Existing Potable Water Service		4.00	EA	900.00	$	3,600.00
PS-79 Clean and Paint Valve Vault Concrete and Piping		1.00	EA	2,000.00	$	2,000.00
PS-80 Clean and Paint Valve Vault Concrete		2.00	EA	1,000.00	$	2,000.00
PS-81 Clean Existing Wet Well and Dispose of Waste		19.00	EA	2,800.00	$	53,200.00
PS-82 Wet Wall Fillet Concrete		50.00	CF	30.00	$	1,500.00
PS-83 Ballast Concrete		24.00	CY	120.00	$	2,880.00
PS-85 Maintenance of Traffic		25,000.00	UNIT	1.00	$	25,000.00
	PS-77 THROUGH PS-85 Subtotal				**$**	**108,680.00**

Pay Item No.	Description	Quantity	Unit	UnitPrice		Amount
PS-86-94 Labor Rates						
PS-86	Labor Rates Foreman	99.00	HR	85.00	$	8,415.00
PS-87	Labor Rates Skilled	100.00	HR	65.00	$	6,500.00
PS-88	Labor Rates Welder with Equipment & Materials	6.00	DAY	1,200.00	$	7,200.00
PS-89	Labor Rates Un-Skilled	100.00	HR	45.00	$	4,500.00
PS-90	Labor Rates Electrician	100.00	HR	72.00	$	7,200.00
PS-91	Labor Rates Electrician Helper	100.00	HR	55.00	$	5,500.00
PS-92	Labor Rates Backhoe Operator	50.00	HR	51.00	$	2,550.00
PS-93	Labor Rates Crane Truck Operator	50.00	HR	51.00	$	2,550.00
PS-94	Labor Rates Dump Truck Driver	50.00	HR	51.00	$	2,550.00
	PS-86 THROUGH PS-94 Subtotal				**$**	**46,965.00**
PS-95-107 Equipment Rental						
PS-95	Equipment Rental Backhoe (1.0 Cubic Yard Bucket)	20.00	DAY	400.00	$	8,000.00
PS-96	Equipment Rental Dump Truck (5 Cubic Yards)	20.00	DAY	350.00	$	7,000.00
PS-97	Equipment Rental Trencher (40 HP)	8.00	DAY	300.00	$	2,400.00
PS-98	Equipment Rental Generator (10 KW)	6.00	DAY	200.00	$	1,200.00
PS-99	Equipment Rental Equipment Truck (1 Ton FB)	6.00	DAY	125.00	$	750.00
PS-100	Equipment Rental Trash Pump - 3"	6.00	DAY	45.00	$	270.00
PS-101	Equipment Rental Diesel Pump - 6"	10.00	DAY	125.00	$	1,250.00
PS-102	Equipment Rental Vacuum Truck - 3000 gallon (Standby)	8.00	HR	90.00	$	720.00
PS-103	Equipment Rental Vacuum Truck - 3000 gallon (In Use)	8.00	HR	110.00	$	880.00
PS-104	Equipment Rental Vacuum Truck - 5000 gallon (Standby)	8.00	HR	200.00	$	1,600.00
PS-105	Equipment Rental Vacuum Truck - 5000 gallon (In Use)	8.00	HR	215.00	$	1,720.00

Sanitary Sewer Pump Station Repair, Rehabilitation & Improvements FY 2018 - FY 2021 PID NO. 000964A
BID NO. 178-0360-CP (JJ)
BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
PS-106	Equipment Rental Light Tower with Generator	8.00	DAY	100.00	$ 800.00
PS-107	Equipment Rental Crane Truck (25 Ton or less)	6.00	DAY	500.00	$ 3,000.00
	PS-95 THROUGH PS-107 Subtotal				**$ 29,590.00**
		Base Bid			**$ 5,322,777.00**
999-0000	Unspecified Work (Allowance)	400,000.00	EA	1.00	$ 400,000.00
	Add Base Bid + Unspecified Work for Total Bid	**Total Bid**			**$ 5,722,777.00**

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.**

8. **BID TABULATION INQUIRIES:**
   Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. **AWARD OF CONTRACT:**
   (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
   (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
   (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
   (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of the services agreement with USA Services of Florida, Inc. in the amount of $33,210.00 for FY19 street sweeping services.

Date: November 13, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of Cape Coral solicited bids for street sweeping services and awarded a contract to USA Services of Florida, Inc. on April 22nd, 2011 through April 30th, 2021. The City of St. Pete Beach signed an agreement to piggy-back on this contract and utilize USA Services for street sweeping under the same provisions as the contract described above, on 6/21/2016.

We are requesting authorization for the City Manager to approve the e Street Sweeping Purchasing Agreement with USA Services of Florida, Inc., for one year.

Funding: Stormwater – Professional & Contractual (103-6108-537-5310)

Requested Motion: "I move to approve the services agreement with USA Services of Florida, Inc. in the amount of $33,210.00 for FY19 street sweeping services."

Attachment: Draft Services Agreement
Proposal from USA Services of Florida, Inc.
Cape Coral Contract

Reviewed by the City Manager: WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Annual Street Sweeping

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

WHEREAS, Contractor is currently under contract with the City of Cape Coral for Street Sweeping (the "Cape Coral Contract") attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City desires to purchase from Contractor the annual street sweeping services; and

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

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Cape Coral Contract; and

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of Thirty Three Thousand Two Hundred and Ten Dollars ($33,210.00) 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 sell or provide, the goods

or services described in the proposal attached hereto and incorporated herein as Exhibit “C”.

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2019 (“completion date”).

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

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

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

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

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

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such

other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Contractor:
Kra Whitmore
USA Services of Florida, Inc.
PO Box 520580
Longwood, FL 32752

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.

USA Services of Florida, Inc.

Signature: ________________________

By: ______________________________

Its: _______________________________

Date: _____________________________

City of St. Pete Beach:

Signature: ________________________

By: ______________________________

Its: _______________________________

Date: _____________________________

APPROVED AS TO FORM:

____
Andrew Dickman
City Attorney

ATTEST:

____
Rebecca C. Haynes
City Clerk

EXHIBIT "A"

(Contractor's "Piggy-Back" Contract)

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"

(Contractor's Proposal to the City)

USA SERVICES

America's Real Professionals

800-226-3200

Headquarters: Orlando

Offices in Cocoa, Jacksonville, Leesburg & Tampa

SERVICE AGREEMENT

PROPERTY LOCATION:

Name SAME

Address

City Zip

Phone Fax

Ordered by

BILLING INFORMATION:

Name CITY OF ST. PETE BEACH

Address 155 COREY AVE.

City ST. PETE BEACH, FL Zip 33706

Phone (727)363-9243 Fax

Ordered by BRETT WARNER

Email bwarner@stpetebeach.org

SERVICE DETAILS

Hourly Sweeping Service

$ 125.00 Per Hour

3 Hour Minimum

Weekly / Monthly Sweeping Service

___ Sweeps Per Week $___ Per Sweep

1 Sweeps Per Month $___ Per Sweep

✓ Per Mile $___

SPECIAL INSTRUCTIONS

OUR SERVICE WILL INCLUDE:

1.) SWEEP ALL DESIGNATED ROADS PER MAP
2.) USA SERVICES WILL SUPPLY WATER FOR DUST CONTROL (METERED)
3.) USA SERVICES WILL BE RESPONSIBLE FOR DISPOSAL COSTS

FREQUENCIES AND RATES:
1.) RESIDENCIAL -1 X PER MONTH SERVICE (70.5 CM @ $35.00 PER CM = $2,467.5)
2.) SPECIAL EVENTS / EMERGENCY CALL-OUT
SWEEPER..$125.00 PER HR (3.0 HR MIN.)
3.) PARKING LOTS (8.0) - 1 X PER MONTH SERVICE = $300.00 PER MO.

*THIS CONTRACT PERIOD IS FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019

CUSTOMER:

Signature

Representative

Date

USA SERVICES OF FLORIDA, INC.:

Signature

Representative KRA WHITMORE

Date 10/9/18

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.

P.O. BOX 520580 • LONGWOOD, FLORIDA 32752 • FAX 407-339-0241

3) Parking Lots – In the bid proposal it was explained that the parking lots are to be swept on a monthly basis and that the total square footage for the parking lots was 2,974,567. We divided 2,974,567 by 42,240 (the square footage in a curb mile) to reach a total of 70.42 curb miles per cycle for all of the parking lots.

70.42 curb miles multiplied by $43.75 per mile minus 8.75 per mile disposal cost adjustment per mile equals $2,464.70 per month and $29,576.40 annually to sweep the parking lots.

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When we take the 9.07 miles and multiply it by $43.75 per mile minus 8.75 per mile disposal cost adjustment per mile we reach a monthly total cost of $317.45 and an annual cost of $3,809.40

5) Downtown & Industrial Park Curbed Roads – The addendum listed 35.42 roadway miles in the Downtown & Industrial Park areas that should be swept on a weekly basis. To convert this to curb miles we take that number and multiply it by 2 to get to 70.84, since the roadways have 2 curb miles of sweeping for every 1 mile of roadway.

70.84 curb miles multiplied by $43.75 per mile minus 8.75 per mile disposal cost adjustment equals $2,479.40 per week. $2,479.40 miles per week multiplied by 52 weeks per year equals $128,928.80 annually for the Downtown & Industrial Park areas.

6) Residential Curbing – In the bid proposal it lists a quantity of 86.20 roadway miles that are to be swept on a monthly basis. Taking 86.20 and multiplying it by 2 we get 172.40 curb miles per month.

172.40 curb miles multiplied by $43.75 per mile minus 8.75 per mile disposal cost adjustment equals $6,034.00 monthly and $72,408.00 annually to sweep the residential curbed areas on a monthly basis.

P.O. Box 520580 • Longwood, Florida 32752 • (407) 339-1800 • Wats (800) 226-3200 • FAX (407) 339-0241

Evaluation of Street Sweeping Proposal For the City of Cape Coral

After evaluating the quantities provided in Addendum #1 of the bid and applying our bid prices we believe we can save the City a over 20% off the current budget.

The following is a breakdown of how we calculated the cost.

First, I should explain how we convert square footage to sweeping miles. A street sweeper covers an 8 foot wide path as it performs its service. This means for every 100 linear feet it travels it is sweeping 800 square feet. So to convert square footage to curb miles we multiply 5,280 feet (the length of a mile in feet) times 8 feet (the width of a sweeping path) to get to a total of 42,240. So 42,240 square feet equals one curb mile. In the following calculations where we are dealing with square feet we will divide the total square feet by 42,240 square feet to determine the total curb miles.

1) Intersection Sweeping – We were provided a list of 76 intersections however the square footage of those intersections were not provided. We would need to measure them to come up with an exact calculation however on average an intersection would range between 700 square feet for a 2 lane road and 2500 square feet for a 4 lane road. To provide a "worst case scenario" for budgeting purposes I'll assume all of the intersections average 2500 square feet, though I'm fairly certain the actual total will be much less once we measure them.

   2500 square feet multiplied by 76 intersections equals 190,000 total square feet. Then we divide that by 42,240 square feet per curb mile to reach a total of 4.5 curb miles.

   So 4.5 curb miles per month multiplied by $43.75 per curb mile minus 8.75 per curb mile disposal cost adjustment equals **$157.50 per month and $1,890.00 annually for the intersections.**

2) Bike Lanes – The total length given for bike lanes is 90.26 miles. When we multiply 90.26 miles by $43.75 per mile minus 8.75 per mile disposal cost adjustment we get a total monthly cost of $3,159.10

   So sweeping the bike lanes equates to a total monthly cost of $3,159.10 and an annual cost of $37,909.20

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USA SERVICES

America's Real Professionals

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SUMMARY

Intersections – Annual cost	$ 1,890.00
Bike Lanes – Annual cost	$ 37,909.20
Parking Lots – Annual Cost	$ 29,576.40
Alleys – Annual Cost	$ 3,809.40
Downtown & Industrial Park Curbed Roads -- Annual Cost	$123,928.80
Residential Curbed Roads – Annual Cost	$ 72,408.00
Special Events (60 Hours) – Annual Cost	$ 5,700.00
Call Outs & Additional Service (200hrs) – Annual Cost	$ 19,000.00

TOTAL ANNUAL COST......................$299,221.80

*****Curb miles can be reallocated by the city to different areas if needed*****

****City agrees to use of mechanical sweeper****

P.O. Box 520580 • Longwood, Florida 32752 • (407) 339-1800 • Wats (800) 226-3200 • FAX (407) 339-0241

USA SERVICES

America's Real Professionals

EXHIBIT A

March 11, 2011

City of Cape Coral
PO BOX 150027
Cape Coral, FL 337915

To whom it may concern,

Thank you for considering USA Services of Florida, Inc. to provide the City Of Cape Coral's street sweeping services. We appreciate this opportunity to further discuss are bid proposal. We have been providing street sweeping services to municipalities across the state for over 22 years and hope to be able to provide that same high quality of service to the City of Cape Coral in the near future.

Our reputation in the industry is our calling card and our customers are the best example of the quality of service we provide. We are proud of our reputation for providing the highest quality of service in the street sweeping industry. Our #1 goal is to ensure the full satisfaction of our customers at all times. Some references were provided when the bid was submitted but additional contacts can be provided upon request.

We take great pride in the people we employ. Our management team is recognized and respected as one of the most experienced and knowledgeable teams in our industry. They are available to answer your questions 24 hours a day, seven days a week. Our equipment operators maintain clean driving records, are drug free and are the most well trained operators available.

Thank you again for considering our proposal and hopefully we can begin to build a strong working partnership in the near future.

Sincerely,
Michael Latanza
USA Services of Florida, Inc.

P.O. Box 520580 • Longwood, Florida 32752 • (407) 339-1800 • Wats (800) 226-3200 • FAX (407) 339-0241

COPY

SERVICES CONTRACT # CON-PW11-15/CH

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

Signature: Rebecca van Deutekom

Typed Name: Rebecca van Deutekom

Title: City Clerk 4/26/11

CITY:

City of Cape Coral, Florida

Signature: [signature]

Typed Name: Gary R. King

Title: City Manager

Date: 4/22/11

CITY LEGAL REVIEW:

William Bigtruffer 03/23/11

Dolores Menendez Date

City Attorney

WITNESS CONTRACTOR:

Signature: Janet Pennington

Typed Name: Janet Pennington

Title: Office Mgr.

CONTRACTOR:

Company: USA Services of Florida Inc.

Signature: [signature]

Typed Name: Carmine Latanza

Title: VP

Date: 3/22/11

d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.

e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.

f. Prior to commencing any Work under this Agreement, FIRM shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.

e. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Firm's liability under this Agreement.

20. <u>Unauthorized Aliens:</u>
The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. <u>Entire Agreement:</u> This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(Balance of page left blank)

SRE G/ Initials

SERVICES CONTRACT # CON-PW11-15/CH

15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.

17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. **Project Records:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, ten (10) years for capital improvements to real property, and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

    The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

19. **Insurance:** Unless otherwise specified, FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law.

    a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of $1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.

    b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of $1,000,000 per occurrence and for Property Damage of at least $1,000,000 per occurrence.

    c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of $1,000,000 and a minimum Property Damage Limit per accident of $1,000,000.

JRKG Initials

10. __Administration of Contract:__ The Public Works Director, or his/her representative, shall administer this Contract for the CITY.

11. __Governing Law:__ The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.

12. __Amendments:__ No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

13. __Payments:__ CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) calendar days of the City's receipt of such invoice unless, within a fifteen (15) calendar day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) calendar day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) calendar day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

14. __Contractor's Representations:__ In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

    CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

    CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

    CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

    CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

AMK CJ Initials

USA SERVICES

America's Real Professionals

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For the City of Cape Coral

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USA SERVICES

America's Real Professionals

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USA SERVICES

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EXHIBIT A

March 11, 2011

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Sincerely,
Michael Latanza
USA Services of Florida, Inc.

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SMK GF initials

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19. **Insurance:** Unless otherwise specified, FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law.

   a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of $1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.

   b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of $1,000,000 per occurrence and for Property Damage of at least $1,000,000 per occurrence.

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JRKG Initials

COPY

d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.

e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.

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20. Unauthorized Aliens:
The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. Entire Agreement: This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(Balance of page left blank)

SKE Q Initials

SERVICES CONTRACT # CON-PW11-15/CH

COPY

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

Signature: Rebecca van Deutekom

Typed Name: Rebecca van Deutekom

Title: City Clerk 4/26/11

CITY:

City of Cape Coral, Florida

Signature:

Typed Name: Gary R. King

Title: City Manager

Date: 4/22/11

CITY LEGAL REVIEW:

William Pigtuffer 03/23/11

Dolores Menendez Date

City Attorney

WITNESS CONTRACTOR:

Signature: Janet Pennington

Typed Name: Janet Pennington

Title: Office Mgr.

CONTRACTOR:

Company: USA Services of Florida Inc.

Signature:

Typed Name: Carmine Latanza

Title: VP

Date: 3/22/11

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval to utilize the Purchase Agreement with Blades of Green, Inc. for Tree Trimming in an amount not to exceed the FY19 budget of $81,600.00.
Date:	October 9, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City Commission authorized the City Manager to enter into a unit rate purchasing agreement with Blades of Green, Inc. for Tree Trimming on June 26, 2018. We are requesting authorization for the City Manager to approve purchases under the existing purchasing agreement with Blades of Green, Inc. Purchase orders to be issued under this contract will not exceed the FY19 budget for Tree Trimming.
Funding:	Parks – Professional & Contractual
Requested Motion:	"I move to approve the utilization of the Purchase Agreement with Blades of Green, Inc. for Tree Trimming in an amount not to exceed the FY19 budget of $81,600.00."
Attachment:	Signed Services Agreement
Reviewed by the City Manager:	WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Tree Trimming

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

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

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

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the SP Agreement for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the SP Agreement; and

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**

3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2018 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

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

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

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

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

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

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's

consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

a. Florida public records law (Exhibit "A")
b. Contractor's "piggy-back" contract with the City of St. Petersburg (Exhibit "B")

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

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

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified

mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:
Blades of Green, Inc.
13539 N Florida Ave
Suite 2
Tampa, FL 33613

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

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

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

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

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

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

Blades of Green, Inc.

Signature: [signature]

By: Mark Ingram

Its: Owner Blades of Green

Date: 10/3/2018.

APPROVED AS TO FORM:

[signature]
Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: [signature]

By: Wayne Saunders

Its: City Manager

Date: 10/1/2018 (re-sign)

ATTEST:

[signature]
Rebecca C. Haynes
City Clerk

4

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.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of an agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.
Date:	November 13, 2018
Prepared By:	Jennifer McMahon, Recreation Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	At the September 11, 2018 commission meeting, the commission approved the concept of Suntan Art Center, Inc. renting the patio on the weekends and running the art markets on the patio and commission authorized city staff to draft an agreement to come back to the commission for approval. After meeting with Bev Jackson, the staff has drafted an agreement with Suntan Art Center, Inc. for the commission to review.
Funding:	N/A
Requested Motion:	"I move to approve an agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc."
Attachments:	Agreement
Reviewed by City Manager:	WS

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this ______ day of __________________, 2018, by and between CITY OF ST. PETE BEACH, a Florida municipal corporation, with a principal office located at 155 Corey Avenue, St. Pete Beach, Florida 33706 ("City") and SUNTAN ART CENTER, INC., a Florida not-for-profit corporation ("Licensee") with a principal location of 3300 Gulf Boulevard, St. Pete Beach, FL 33706. The City and Licensee shall be referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, City is the owner of those certain premises commonly known as the Pass-A-Grille Patio (the "Patio") located within the City of St. Pete Beach at 900 Gulf Way, Pass-A-Grille, FL 33706; and

WHEREAS, Licensee desires to lease the patio for its week-end exhibition of artists and artisans known as the "Art Mart"; and

WHEREAS, Licensee agrees to provide adequate oversight and planning for the week-end Art Mart on the Patio; and

WHEREAS, Licensee is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same, more fully described by Exhibit "A", which is attached and incorporated herein; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and Licensee; and

WHEREAS, City is willing to grant to Licensee a temporary license to permit Licensee to operate the Art Mart in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants enumerated herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

2. LICENSE. City hereby grants to Licensee, and Licensee hereby accepts from City, a temporary license for the license term in Paragraph 4 of this Agreement to use the Patio for purposes of operating a week-end Art Mart as described by Licensee in Exhibit "B" attached and incorporated herein.

3. EVENT. The Art Mart will be held every Saturday, Sunday, holiday Mondays, and Fridays during season (January through April). During the off season (May through December), the Art Mat will be held every Saturday, Sunday and occasional holiday Mondays. The set-up time will be from 8:00 a.m. to 9 a.m. The Art Mart will be held from 9 a.m. to 2:00 p.m. with the tear-down and clean-up will be from 2:00 p.m. to 3:00 p.m.

4. TERM. The term of this Agreement (the "license term") shall commence on ______________________, (the "commencement date") and shall terminate on ______________________. The license term also is subject to early termination by City in accordance with Paragraph 7 of this Agreement.

5. PAYMENT. In consideration of the temporary license granted herein, Licensee shall pay during season to City for the months of January through April $140.00 per day, in addition to any applicable taxes. During the off-season for the months of May through December, Licensee shall pay to City $120.00 per day, in addition to any applicable taxes. Payments will be remitted by the Licensee to the City monthly, no later than the 5^{th} day of the following month after the commencement date of this Agreement.

6. VENDORS. All vendors must be Licensee's members and must meet the criteria set forth by Licensee in the application attached as Exhibit "C" attached and incorporated herein. Vendors will be juried by a committee set forth by Licensee and must complete the application in Exhibit "D" attached and incorporated herein. Buy/sell items are strictly prohibited from all or part of a vendor's booth at the Art Mart. Buy/sell is any art or object that is purchased from a manufacturer or maker other than the vendor and sold as "original" work. The restriction of buy/sell work is in all categories of art at all Art Marts.

7. TERMINATION. City may terminate this Agreement any time after the occurrence of a default event (hereinafter defined) without prior written notice. In the event this Agreement is terminated by City, Licensee shall cease utilizing the Patio immediately after being notified by City of the termination.

8. COVENANTS. Licensee warrants and represents to, and covenants and agrees with City that: (i) the Patio shall not be used for any illegal or immoral purposes or that may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances, or that may invalidate or increase the amount of the premiums for any insurance, (ii) neither Licensee nor their agents or employees will cause, or permit to be caused, any alterations to the Patio other than those expressly agreed to in writing by City, (iii) no activity will be engaged in or on the Patio other than as permitted herein, (iv) Licensee will procure and at all times maintain insurance with such coverage limits and with such duly licensed insurance companies required by City, naming City as an additional insured.

9. PATIO. Licensee agrees to use the Patio in "as is" condition. City has not made any representations respecting the condition of the Patio to Licensee. Any improvement shall require City's approval. The Patio, and the improvements located therein, shall at all

times remain the property of the City. Notwithstanding the ownership of the Patio by City, Licensee agrees, at its sole expense, to keep and maintain the Patio in the condition in which it was made available during the term of this Agreement (subject to any casualty or condemnation).

10. HOLD HARMLESS. Licensee shall indemnify and hold harmless City, its officers, employees and agents from each and every liability, loss, claim, damage, and expense of any kind or nature (including, but not limited to, damages or liability arising out of the death of or injury to persons) which may arise in connection with their use of the Patio or any action or inaction of Licensee, or its agents, employees or invitees, whether one or more, within the property, including, but not limited to, any negligence, recklessness or willful misconduct of Licensee, its agents or employees, and hereby expressly waive for themselves, their heirs, legal representatives, beneficiaries and assigns any and all claims, causes of action, losses, damages and liabilities whatsoever against the City's parties. The City's parties shall have no liability whatsoever to Licensee and their successors, legal representatives and assigns for any loss or damage to each or all of them, or their employees, agents or invitees or to their property.

11. NOTICES.

a. City. In every case where, under the provisions of this Agreement, it shall be necessary or desirable for Licensee to give to or serve upon City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

City Manager
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, Florida 33706

b. Licensee. Licensee shall be responsible for keeping City informed of any and all names, address and email changes. In every case where under the provisions of this Agreement it shall be necessary or desirable for City to give to or serve a written or printed copy of said notice or demand by registered mail, postage prepaid, or by personal service, addressed as follows:

Registered Agent and/or Board President
Suntan Art Center, Inc.
3300 Gulf Boulevard
St. Pete Beach, FL 33706

12. EVENTS OF DEFAULT. Any one or more of the following occurrences or acts shall constitute an event of default by Licensee under this Agreement (each and "event of default"):

a. If Licensee, at any time during the license term, shall fail to make any payment of any sum herein required to be paid by Licensee hereunder; or

b. If Licensee, at any time during the license term, shall fail to cure, within a reasonable period of time after written notice from the City, any hazardous condition which Licensee has created or suffered in violation of law or this Agreement; or

c. If Licensee or any of their successors, legal representatives, and assigns, at any time during the license term, shall fail to observe or perform any other provision of this Agreement (including, without limitation, Licensee's obligation to obtain and maintain insurance pursuant to Section 5 above).

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Pinellas County, Florida.

14. NON-ASSIGNABLE. This Agreement (and the temporary license granted hereby) may not and shall not be assigned, transferred, sold or conveyed voluntarily or involuntarily by Licensee and any attempt to do so shall immediately revoke and terminate this Agreement (and such temporary license) without notice.

15. SURRENDER. Upon the expiration or termination of this Agreement/temporary license, Licensee shall surrender to City use of the Patio in their current repair and condition, reasonable wear and tear and damages or destruction by any casualty excepted. If Licensee does not immediately surrender possession, City may enter upon and take immediate possession of the Patio and expel or remove Licensee and any other person who may be occupying the Patio or any part thereof. All obligations of Licensee hereunder shall survive the expiration or termination of this Agreement. If Licensee fails to surrender the Patio or any part thereof at such expiration or termination, Licensee shall pay City, and shall indemnify City from and against, all damages, consequential as well as direct, sustained by reason of such failure and Licensee shall pay all legal fees and costs incurred by City by reason of Licensee's holding over.

16. NO RELEASE OR OBLIGATION. City is entering into this Agreement solely as an accommodation to Licensee. City and Licensee acknowledge and agree that (a) City has no obligation, and has not agreed, to enter into a lease or other agreement with Licensee or any other person or entity regarding the Patio, and (b) City's entering into this Agreement shall not constitute a waiver or release of any claims City may have against Licensee arising out of defaults under, and/or rejection of, the Patio license.

17. PUBLIC RECORDS. Licensee shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "E". **IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S 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).**

18. <u>MISCELLANEOUS.</u>

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

b. In the event either party commences litigation against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such litigation.

c. Failure of either party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or of any other right.

d. This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both Parties and 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Suntan Art Center, Inc.:	**City of St. Pete Beach:**
Signature: ________________________	Signature: ________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: _____________________________	Date: _____________________________
APPROVED AS TO FORM AND LEGAL CORRECTNESS:	ATTEST:
________________________ Andrew Dickman City Attorney	________________________ Rebecca C. Haynes City Clerk

EXHIBIT "A"
PROPOSAL

Suntan Art Center, Inc.

Art Mart Proposal 2018

AT PASS-A-GRILLE PATIO

24 August 2018
Amended 31 October 2018

SUNTAN ART CENTER

SUMMARY

Suntan Art Center, Inc. is pleased to submit this proposal to manage the week-end exhibition of artists and artisans to the City of St Pete Beach. Since 2006, when Suntan began to rent the patio area for its member shows, it has maintained the highest ethical standard for its art markets. Every effort is made to present art and craft that is made at the hand of the individual exhibitor. By maintaining the authenticity of its vendors, Suntan consistently presents a weekly event that serves both its membership and the community by providing a reasonably priced, juried venue without threatening the livelihood of the local brick and mortar merchants. This planned revenue will help restore the financial solvency of this small not for profit enabling it to continue to bring exhibitions, programs in various art mediums and wellness classes such as yoga and aerobics to its supporting community.

OBJECTIVES

To provide adequate oversight and planning for the existing week-end art market on the patio adjacent to the concession stand at 900 Gulf Way, St Pete Beach

To generate much needed income to support the federally recognized 501(c)(3), Suntan Art Center, Inc

To contribute income to the City to help maintain the public park at 900 Gulf Way

THE METHOD

Suntan will jury prospective vendors for quality of workmanship and appropriateness for the venue

Suntan will require all vendors to be members of the organization for insurance liability purposes.

Suntan will secure confirmation of current sales tax registration for all vendors.

Suntan will collect $30 per single Saturday, Sunday, and occasional holiday Monday, and Fridays during season (January – April), $107.00 for four prepaid dates, year round, and remit appropriate sales tax to the Florida Dep’t of Revenue.

Suntan will remit $140 per day, for each day that the market is in session during season (October-May) and $120 per day that the market is in session during off-season (June-September).

This fee will be paid on the 5th of each month for the previous month.

3300 Gulf Blvd ▪ St Pete Beach, FL 33706 ▪ 727.367.3818 ▪ suntanart@gmail.com ▪ www.suntanart.org

EXHIBIT "B"
Pass-A-Grille Art Mart Description

Mission
Suntan Art Center is hosting a juried fine art market every Saturday, Sunday, the occasional holiday Monday, and Friday's in season (January-April) on the patio in historic Pass-A-Grille. The purpose of the Art Mart is two-fold. One, to give our approved members a venue to sell their work. Second, is to bring the beach community and visitors together in a beautiful relaxed coastal setting where they can wander the art mart finding treasures for home and heart. The show is located in the historic Pass-A-Grille Area. The patio is between 9th and 10th Avenues on Gulf Way, next to Paradise Grille and across from the famous Hurricane Seafood Restaurant. To ensure the quality of the show vendors will be juried. We look for creative, original and well-crafted art.

Guidelines for work acceptance
- Only original art work by the artist or reproductions of the artist's original art work will be permitted
- One artist per medium style
  - ie: multiple watercolor painters will be admitted with different techniques and subject matter
  - ie: multiple jewelers will be admitted with different techniques and styles
  - ie: multiple photographers will be admitted with different techniques and subject matter
- Original art created by the artist. No selling of someone else's art
- Jury will close completely some categories that fill a maximum number of participants per market space ratio
- Jury will continue the jurying of artists and allow others to participate as space allows
- Jury has the right to ask you to remove items that have not been juried
- Any violation of the agreement may require artist to be asked to leave
- All decisions of the jury committee are final

Not accepted
- NO BUY-SELL permitted. No manufactured kits or simple assemblage of Products
- No nudity
- No Produce
- No live plants
- No food
- No non-art related business selling

Revised 10/31/18

EXHIBIT "C"

Pass-A-Grille Art Mart - Application to Sell 2018

PAG ART MART IS LOCATED AT 900 GULF WAY, PASS-A-GRILLE, FL 33706 (ACROSS FROM THE HURRICANE RESTAURANT)

RESERVATIONS: Space reservations should be made by email. Please send your request for reservations to suntanart@gmail.com Space is limited, and your reservation will not be guaranteed unless you send your payment by 4 PM on the Wednesday prior to your requested date. No refunds will be given after this time. Vendors with repeated "no-shows," unacceptable behavior or declined payments may lose their spot on a more permanent basis. No space will be given on day of show to "drop-ins."

SET UP: Set up may begin at 8:00 AM and must be completed by 9:00 AM. The event's hours are 9 AM until 2 PM each Friday, Saturday Sunday and holiday Mondays during the months of January through April and Saturday, Sunday and occasional holiday Mondays during the months of May through September. Packing up prior to the end of the show is not permitted. The patio must be cleared by 3:00 PM.

SPACES: The space is 10 X 10 for a tent or open display area and 8 X 4 for a table. You will not be permitted to exceed your space as there are no walkways between tents. Your table or display must be neat and professional in appearance. Product boxes and packing materials should be out of sight. Set up is on pavement, so weights are ALWAYS REQUIRED to secure your tent and display as it can get very windy. There is one artist per space. If you wish to share a space with another artist, please add $20.

SPACE ASSIGNMENTS: Vendor space assignments will be made by the Art Mart manager and emailed on Friday afternoon. Questions MAY be directed to the day manager if there are any issues but space assignments are at the sole discretion of Art Mart management.

PARKING: Please pull into the loading zone in front of the patio vertically. Do not block the ramp. Do not drive on to the patio. Do not stop in the two designated spots for the concession stand. Only active unloading/loading is permitted. After unloading, please move your vehicle away from the event to the far end of the block at the end of the park.

CONDUCT: You are responsible for cleaning up your area at the end of the day. Each vendor is expected to conduct themselves in a courteous and professional manner. It is in the best interest of the event for vendors to help each other and cooperate to ensure the success of the Art Mart. Do not contact potential customers in the booths of other artists. Do not shout invitations to view your work to passersby.

SALES TAX: All vendors must submit a copy of their current Florida Dept. of Revenue Resale Certificate. Vendors are responsible for collection of all applicable sales tax and reporting directly to the Florida DOR. Information is available on-line at http://dor.myflorida.com/dor/taxes/sales_tax. Or Largo Service Center, 11351 Ulmerton Road, Suite 220, Largo, FL 33778-1634 727-588-6800

VENDOR FEES: Vendor fees are $35 ($32.71 plus tax) per single week or $128.40 ($120 plus tax) for four weeks. Weeks do not have to be consecutive, but reservation dates must be declared at time of purchase. One change per 4-week block will be permitted without penalty. This is a rain or shine event. Summer fees (June 1 through October 1) are $30 per single week ($28.04 plus tax) or 4 weeks for $107 ($100 plus tax.)

JURY PROCESS: This is a juried event. Applications should be submitted to Suntan Art Center by email with digital images of your product and setup attached. Send this information to: suntanart@gmail.com You will be notified by email of your acceptance or rejection.

GENERAL RELEASE: The undersigned does hereby discharge, release and hold harmless Suntan Art Center and The City of St. Pete Beach (all cities, property owners and associations) and all co-sponsors from any and all manner of actions, suits, damages or claims whatsoever arising from any loss or damages or claims, to the person or property of the undersigned while in possession or under the supervision of the sponsors during the Corey Sunday Art Mart. Suntan Art Center reserves the right to disqualify any exhibitor causing any problems to other exhibitors or management. Management reserves the right to make to make the final interpretation of the rules. Suntan Art Center has my permission to take photos/videos of me, my booth and work to be used for advertising and publicity of the event now and in the future.

SUNTAN MEMBERSHIP INFO: This event is for Suntan members only. Annual membership is $40, payable January 1 each year and may be paid online at our website.

SUBMISSION OF COMPLETED CONTRACT TO SELL IS AN AGREEMENT TO THE INFORMATION ABOVE.

NAME:____________________________________ SIGNATURE: ____________________________________ DATE____________

PLEASE MAIL CHECK OR MONEY ORDER PAYABLE TO: SUNTAN ART CENTER 3300 Gulf Blvd. St. Pete Beach FL 33706
suntanart@gmail.com 727-367-3818 www.suntanart.org

EXHIBIT "D"
JURY INFORMATION/APPLICATION

The following points provide a framework for judging or jurying. They apply—in whole or in part—to original art, art prints, gallery-level fine crafts and boutique/art mart products. Those points marked with an asterisk apply particularly to boutique/art mart products.

Creativity/Originality – Originality of thought, ideas, products/outcome

- Displays an original perception, innovative viewpoint, unique expression or fresh outlook of the subject
- Results in a distinctive, fresh, innovative or original product
- Reflects a personal style or artistic character
- Indicates careful thought and deliberation from concept to outcome

Design/Composition – arrangement, organization of design elements to create harmony, cohesiveness

- Displays knowledge of design principles/elements of line, shape, value, texture, color
- Combines and manipulates those elements effectively to achieve artistic intent/expression
- Provides a balanced, harmonious and understandable product

Material, Technique, Craftsmanship – media/materials, tools & skills, dexterity & precision

- Demonstrates in-depth understanding of medium/materials
- Shows mastery of chosen technique and precision in application
- Uses material, techniques skillfully or innovatively to achieve creative intent and final product

Quality/Presentation – attention to details and how a final product presents

- Presents distinct images that are clear, sharp with no diminishment or fading of color or line clarity
- Uses matting/framing appropriate to image
- Provides suitable means for hanging, mounting or display including stands, supports, easels appropriate to the final product and sized to support work (eg., sculpture, ceramics, glass)
- Displays careful finishing with no stains, scratches, roughness, blemishes or other unintended distractions

The Final Questions -

- Is it good or pleasing or impactful—over and above the points detailed above?
- What is the visual or emotional impression it leaves?
- Is the product commercially desirable and marketable? *
- Is the product's price point appropriate? *
- Is the product similar to mass-produced items or easily found in souvenir or hobby shops? *
- Does the product reflect the missions of the Suntan Boutique and Craftsman Gallery?*

Pass-A-Grille Art Mart 2018-19
Application to Be Juried

Before filling out an application to participate in the Suntan Pass-A-Grille Art Mart an artist must do the following:

Understand Our Mission
Suntan Art Center is hosting a juried art mart every Friday, Saturday, Sunday and holiday Mondays during the months of January through April and Saturday, Sunday and occasional holiday Mondays during the months of May through September on the patio in historic Pass-A-Grille. The purpose of the art mart is to giveour approved members a venue to sell their work and to bring the beach community and visitors together in a beautiful relaxed coastal setting where they can wander and find treasures for the home and heart. The patio is between 9th and 10th Avenues on Gulf Way, next to the Paradise Grille and across the street from the famous Hurricane Seafood Restaurant. To ensure the quality of the show, vendors will be juried. We are looking for creative, original and well crafted art.

Have Work Juried
Certain categories of work may fill up quickly and artists may be rotated throughout the year to give the festival aa changing variety of work for the customers. Please send pictures of your work by email to suntanart@gmail.com and include a picture of your booth setup for the jury. You will receive confirmation or denial by email. Suntan membership is required to participate and may be paid following acceptance.

Guidelines for Work Acceptance
Only original art work by the artist or reproductions of the artist's original work will be permitted. The work must be sold by the artist. No representatives will be accepted. Some categories, such as jewelry may be closed once the jury deems a sufficient number of jewelry vendors. The jury has the right to ask you to remove items that have not been juried. All decisions of the jury are final.

Jurying of Additional Items
If a vendor wishes to sell a different kind of art than they were originally juried in, they must submit the new art to the jury for consideration.

Not Accepted
No Buy/Sell items will be permitted. No manufactured kits or simple assemblage of products.
No nudity.
No produce, plants or flowers.
No Food.
No non art related business.

GENERAL RELEASE: The undersigned does hereby discharge, release and hold harmless Suntan Art Center and the City of St Pete Beach (all cities, property owners and associations) and all co-sponsors from any and all manner of actions, suits, damages or claims whatsoever arising from any loss or damages or claims, to the person or property of the undersigned while in possession or under the supervision of the sponsors during the Pass-A-Grille Art Mart. Suntan reserves the right to make the final interpretation of the rules. Suntan Art Center has my permission to take photos/videos of me, my booth and work to be used for advertising and publicity of the event now and in the future.

SUNTAN MEMBERSHIP INFORMATION: This event is for Suntan members only. Single membership is $40 annually and may be paid online at our website.

SUBMISSION OF COMPLETED CONTRACT TO SELL IS AN AGREEMENT OF THE ABOVE INFORMATION.

NAME:__________________________________ SIGNATURE_______________________________ DATE________

suntanart@gmail.com 727-367-3818 www.suntanart.org

EXHIBIT "E"
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.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of Amendment #3 to Task Order #1 under the Continuing Engineering Services Contract with Cardno in the amount of $15,470.00 for design and construction documents for Library Improvements.
Date:	November 13, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The City approved Task Order #1 with Cardno on September 19, 2017 for design services related to the repair or replacement of the St. Pete Beach Public Library's roof/precast walls and HVAC System. These services were based on a comprehensive building inspection performed by Advanced Building Inspections (ABI) in September 2016. Amendment #1 provided for services associated with the precast connection, as-built drawings, and the exploratory testing of the roof to determine roof thickness, composition and weight. Based on the results of Amendment #1, Amendment #2 provided for services associated with the replacement of the roof deck, replacement of the strip windows, and updates to the electrical and phone services. Amendment #3 includes screening for Asbestos Containing Materials, incorporating new windows and front/side doors into the design. The doors and windows are incorporated following feedback from Library Staff and observations while onsite for services included in Amendment #2.
Funding:	CIP – Library Improvements (301-8000-590-5650)
Requested Motion:	"I move to approve Amendment #3 to Task Order #1 under the Continuing Engineering Services Contract with Cardno in the amount of $15,470.00 for design and construction documents for Library Improvements."
Attachment:	Amendment #3 to Task Order #1 from Cardno
Reviewed by the City Manager:	WS

Cardno
Shaping the Future

380 Park Place Blvd
Suite 300
Clearwater, FL 33759

Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

September 4th, 2018

Mr. Brett Warner
Public Works Department
City of St. Pete Beach
7581 Boca Ciega Dr.
St. Pete Beach, FL 33706-1839

Re: City of St. Pete Beach Continuing Contract for Professional Design Services
Task Order No. 1 Amendment 3– St. Pete Beach Public Library Renovation

Dear Mr. Warner,

Please see the attached Amendment No. 3 to Task Order No. 1 for the St. Pete Beach Public Library Restoration Project. This proposal includes services associated with the structural exploration of the soffit and asbestos screening.

Please see the attached Scope of Services, fee spreadsheet, sub-consultant service sheets, schedule, and reports.

If you have any questions please let me know at my direct line below or via email at Ananda.Kelley@cardno.com.

Sincerely,

Ananda Kelley, PE

Structures Practice Group Manager
Direct Line (727) 431-1594

Approved:

Wayne Saunders

City Manager
St. Pete Beach, FL

Enclosures

CC: File

CITY OF ST. PETE BEACH
SCOPE OF SERVICES FOR AMENDMENT NO. 3 TO TASK ORDER NO. 1
ST. PETE BEACH PUBLIC LIBRARY RESTORATION

I. DESCRIPTION OF PROJECT

Professional design services were requested for renovations to the St. Pete Beach Public Library. An inspection of the library performed on September 23rd, 2016 noted deficiencies to the electrical, mechanical, and plumbing systems as well as a roofing system in need of replacement due to ongoing problems including water intrusion at the fascia/soffit around the perimeter of the building.

A three-package proposal was submitted in August of 2017 and the City approved to move forward with Package 2 (HVAC) and Package 3 (Roof/Pre-Cast Wall) and opted to not move forward with Package 1 (Structural Floor Repairs) due to further investigation being required.

Two of Cardno's subconsultants, McCarthy & Associates and MBA, had included services associated with Packages 2 & 3 under Package 1. McCarthy included services to investigate, prepare construction documents, and perform construction phase services for the precast connections under Package 1 instead of Package 3. MBA included the task of preparing the existing library As-Built Drawings in AutoCAD in Package 1 anticipating that this one-time task would be used for all three packages. A note was included on their proposal that if Package 1 was not done first then some money would need to be allocated into Packages 2 & 3.

Additionally, it was found during the roof inspection that the roof had been updated since the original library construction. To determine the current roof thickness, composition, and weight, the roof will need additional exploratory testing. The underside of the roof deck will also need to be surveyed to determine the extent of deck damage. Ceiling tiles will need to be removed and re-installed by others for this evaluation.

Subsequent to Amendment No. 1, the structural engineer, architect and roofer inspected the Library's roof on May 20th, 2018. This inspection confirmed that the roof was not the original roof and has sustained damaged as noted in the Architectural and Structural Reports included in Attachment C of this Scope Amendment.

It was the Architect's professional opinion that the scope should be expanded in the best interest of the City and taxpayer's dollars. The new proposed scope for the roof is a total demolition and removal of the existing roof and composite roof deck down the structural joists. The existing metal roof deck is badly deteriorated and repair is a highly questionable alternative and it should be replaced now.

Amendment No. 2 included evaluation of the structural system, installation of a new metal deck and a mechanically fastened tapered insulation type built-up roof, the addition roof drains, replacement of ductwork, ceiling, grid, light fixtures, replacement of the strip windows, and update of the electrical and phone service to fix code violations.

The purpose of this amendment is to get authorization to perform further exploration of the precast wall connections by partially removing and replacing three soffit areas, to perform an asbestos survey prior to the building repairs, and to incorporate replacement of the doors into the final architectural plans.

II. SCOPE OF SERVICES

Amendment 3 – Asbestos Screening and Precast Wall Connection Exploration

Task 1 - Asbestos Screening
Task 2 - Precast Wall Connection Exploration and Soffit Repair
Task 3 - Replace Automatic Sliding Doors, Storefront Entrances, Hollow Metal Doors, Frames, and Door Finish Hardware
Task 4 - Shop Drawing Review and Construction Administration Services for items described in Task 3.

III. SCHEDULE

The Consultant shall perform Tasks 1 & 2 within 30 days of Notice to Proceed from the City.
The details provided for Task 3 will be included in the construction document phase which will be delivered within 45 days of NTP for this Amendment and the City's confirmation of the Schematic Design.
Shop drawing reviews described in Task 4 will be completed by the Engineer/Architect within 14 days of receipt.

IV. DELIVERABLES

Task 1 - Asbestos Report
Task 2 – Incorporation of findings into Architectural Plans
Task 3 - Incorporation of details info final Architectural Plans
Task 4 – Reviewed Shop Drawings

V. A/E'S COMPENSATION

The A/E's Compensation is detailed in Attachment A.

REMAINING PORTION INTENTIONALLY LEFT BLANK

I. Manpower Estimate

Direct Labor Rates Classifications		Principal	Project Manager	Senior Engineer	Designer	Clerical	Total Hours	Labor Cost
Billing Rates[1]		$ 250.00	$ 180.00	$ 170.00	$ 105.00	$ 70.00		
TASK								
1	Asbestos Screening	4	8				12	$ 2,440.00
2	Soffit Exploration		2				2	$ 360.00
3	Replace Doors		2				2	$ 360.00
4	Shop Drawing Review of Doors		2				2	$ 360.00
Totals		4	14	0	0	0	18	$ 3,520.00

II. Fee Calculation

Task	Labor Cost	Expenses	Subconsultant Services			Total Cost Without Allowance
			MBA	McCarthy	Greenfield	
1	$2,440.00	$0.00	$0.00	$0.00	$2,600.00	$5,040.00
2	$360.00	$2,100.00	$0.00	$1,250.00	$0.00	$3,710.00
3	$360.00	$0.00	$4,000.00	$0.00	$0.00	$4,360.00
4	$360.00	$0.00	$2,000.00	$0.00	$0.00	$2,360.00
Total	$3,520.00	$2,100.00	$6,000.00	$1,250.00	$2,600.00	$15,470.00

III. Fee Limit

Lump Sum Cost	$15,470.00

MASON BLAU & ASSOCIATES, INC.

ARCHITECTS ▪ PLANNERS ▪ AA 0002779
4625 EAST BAY DRIVE, SUITE 228
CLEARWATER, FL 33764
727.530.0570 p
727.530.0672 f
WWW.MASONBLAU.COM

August 30, 2018

Ananda Kelley
Cardno
Main +1 727 531 3505
380 Park Place Boulevard, Suite 300
Clearwater, FL 33759
Ananda.Kelley@cardno.com

Re: Proposal for Professional Services
St. Pete Beach
Public Library
Restrooms & Chiller
St. Pete Beach, Florida
MBA No. 17029

Dear Ms. Kelley:

We are requesting additional services for new scope items to be added to the project.

Replace Automatic Sliding Doors, Storefront Entrances, Hollow Metal Doors, Frames, and Door Finish Hardware.	
Provide additional demolition/renovation drawing, notes details and specifications to compensate for the revision.	$4,000.00
Additional Shop Drawings & Construction Administration	
Review of additional shop drawing submittals and additional construction administration services.	$2,000.00
Total Architectural Fee	**$6,000.00**

Total for all services listed above. Six Thousand Dollars ($6,000.00)

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Michael R. Mason

Michael R. Mason, AIA, LEED AP
President

McCarthy and Associates
A Division of Pennoni

2555 Nursery Road
Suite 101
Clearwater, FL 33764
T: 727-536-8772
F: 727-538-9125

www.pennoni.com

August 18, 2018

PROJECT NO. CRDNO17001

Ms. Ananda Kelley, PE
Cardno TBE
380 Park Place Blvd. Suite 300
Clearwater, FL 33759

RE: ST. PETE BEACH LIBRARY
REQUEST FOR ADDITIONAL SERVICES – ADD3
EVALUATION OF SOFFIT EXPLORATION

Dear Ananda:

Based on our discussion on August 17, 2018, we have been asked to provide the following additional services that are not included in our original scope of services. This is a request to bill for our time as "Additional Services" in accordance with the terms of our agreement and in the amount of $1,250.00.

Additional on-site evaluation of soffit exploration.

- Demo of soffet area and environmental testing to be completed by others in preparation for our site visit.

APPROVED AND ACCEPTED:

E. M. McCarthy

E. Michael McCarthy, P.E.
McCarthy and Associates
A Division of Pennoni

By: ____________________________
Signature

Title: ____________________________

Date: ____________________________

Please sign and return. his is not an invoice.

Paramount Painting & Services, Inc.
37351 SR 54 W
Zephyrhills, FL 33542-6190
Phone: (813)715-9699 / Fax: (813)386-6225
CBC 1250963

Ananda Kelley
Cardno
380 Park Place Blvd Suite 300
Clearwater, Florida 33759

Proposal – 8/28/18
Project – St Petersburg Beach Library, St Petersburg, Florida (Investigative Work)

Paramount Painting & Services, Inc. (PPSI) appreciates the opportunity to submit a proposal to complete the work outlined below in accordance with drawings received: (Email) 08/27/2018

The following is a proposal for the scope of work below:

Exterior:

1) **Exterior Inspection Work:** Provide two men for two days to provide access and remove three (3) locations of soffit in order for McCarthy and Associates to review the conditions of the precast panels. Repair soffits at these locations as needed once others have completed their investigative work.

Proposed Price: **$2,100.00**

Notes:

1) Work will be completed during normal business hours.
2) For any work that requires more than twp (2) days, please use the following rates as our time and material charge: $45.00 per hour (regular hours) and $67.50 per hour (overtime/after-hours).

Paramount Painting & Services, Inc. will provide all labor, material, tools equipment, supervision, workers compensation, property damage and liability insurance necessary to complete the work.

Any work not specifically mentioned in the above description of work will be billed at then prevailing rates. Balances outstanding after thirty (30) days from the date of invoice are subject to a 1.5% finance charge per month. We trust that this proposal is responsive to your needs. This proposal represents the entire understanding between **Paramount Painting & Services, Inc.** and **Cardno** with respect to the project. This agreement may only be modified in writing and signed by both parties. This proposal is open for acceptance for forty five (45) days.

Thank you for the opportunity to provide this quotation, if you have any questions please do not hesitate to call.

By: ______________________
Christa Hess, Project Manager

Acceptance

By signing this proposal **Cardno** agrees to be bound to the above specifications and prices.

By: ______________________ Date: ______________________

Title: ______________________

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of Change Order 26 and Change Order 29 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Phase I project.

Date: November 13, 2018

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to amend the agreement with David Nelson Construction Company for project closeout purposes, accepting change order 26 additions and change order 29 deductions. The net effect is a deduction of \$(18,694.06) to reach a final contract value of \$11,090,596.67.

Change Order 26: \$25,398.08

Change Order 26 refers to the City's request for a second entrance to the ballfield at 16th Avenue, totaling \$7,152.19. The field was utilized as the laydown yard for the Pass-A-Grille Way Reconstruction project. The second entrance was requested to increase public safety in the area.

Change Order 26 also incorporates concrete material price increases placed by Nelson Construction's flatwork contractor, Central Florida Contractors Inc. (CFC). CFC's supplier, Preferred Materials, increased the price of concrete twice over the duration of the project and the cost of materials was added to the agreement in the amount of \$18,245.89.

Change Order 29: \$(44,092.14)

Change Order 29 recognizes additional deductions pertaining to direct materials. More potable water and reclaimed water supplies were ordered than originally planned, resulting in an offsetting credit to the Nelson Construction contract in the amount of \$(23,322.75).

Change Order 29 also cancels Change Order 19, which was previously approved but never performed. The intended change related to the planned repair of a

Pinellas County potable water valve, which is not owned or operated by the City of St. Pete Beach. The work was cancelled, resulting in a deduction of ($20,769.39).

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

Requested Motion: "I move to approve Change Order 26 and Change Order 29 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Phase I project."

Attachment: Change Order 26
Change Order 29

Reviewed by the City Manager: WS

CHANGE ORDER NO. 26

PROJECT IDENTIFICATION:

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

CONTRACTOR: David Nelson Construction Company

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

The Contract is changed as follows:

1. *REVISIT OF CHANGES TO CHANGE ORDER 17 – The changes shall be made as described in Nelson's price proposal dated 05/31/2017. Eight additional contract days.* ***$ 7,152.19***
2. *CONCRETE PRICE INCREASES FROM CENTRAL FLORIDA CONTRACTORS INC. FOR FLATWORK – The changes shall be made as described in Nelson's price proposal dated 06/21/2017. Eight additional contract days.* ***$ 18,245.89***

Total Addition to Contract Sum ***$ 25,398.08***

Contract Sum with prior approved Change Orders was:	$ 10,542,554.34
The Contract Sum will be increased by this Change Order for the items described above in the amount of:	$ 25,398.08
The new Contract Sum, including this Change Order, will be:	**$ 10,567,952.42**
The Contract Time will be changed as follows:	+ 0 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 0 calendar days to the Contract Time.

CHANGE ORDER NO. 26

OWNER/CITY:

By: ______________________________

Name: _Wayne Saunders___________

Title: _City Manager, St. Pete Beach___

Date: _____________________________

CONTRACTOR:

By: __________________________________

Name: _______________________________

Title: ________________________________

Date: ________________________________

Date: May 31, 2017

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

Re: **REVISIT OF CHANGES TO CHANGE ORDER 17 PER CITY EMAIL DATED 05/01/2017, 1:57 PM**

Nelson has had time to gather further documentation which will shed light on the changes requested in your email dated 05/01/2017, 1:57 pm.

The notes below directly correspond with the numbered bullets in your email.

1. NEW GATE AND FENCE AT BALLFIELD ON 16TH AVE
    a. Nelson has an email from Mike Clarke providing direction to proceed on a time and materials (T&M) basis. Since the City does not provide daily T&M tickets/sheets with both parties (the City and the Contractor) agreeing to the labor, equipment and materials used, daily timecards provided by the Contractor's foremen are the next best item. The time reported to me on 09/23/2017 did not match the timecard that we have on file for the crew that day (see attached).
        i. The total time and materials (T&M) for that day should have been $1663.20 before markup, based on the timecard. This will be an increase to the original change order for $32.92. Note: The original CO17 had the crew cost at $1635.46, and the revised CO17 from 05/02/2017 had the cost at $1341.56.
        ii. Your email also stated that the City was not willing to pay for the foreman's truck on 09/23/2017. FDOT specifications, which we have been using to date on this project for all T&M work, allow for the charge of foremen's trucks on T&M work. There is also past precedent in previous change orders as well as other places in this change order 17 where this City has not raised concern paying for foremen's trucks. Nelson is therefore taking the position that this is a legitimate charge and will not remove it.
    b. Nelson does not understand the City's unwillingness to pay for the future restoration. Nelson is already responsible for re-grading and re-sodding the area between the two gates, because we used that area as a storage location for storm and sanitary structures. Based on this refusal there will be a gravel road on the outside of the fence, and the curb at the front of the drive will not be replaced.
    c. NEW: The signs associated with this change order were only billed through the original completion date of this project of 02/27/2017. With the completion date now pushed back, this number should be increased from 181 days to at least 367 days (08/31/2017). This will be an increase to the change order for $309.97.
2. DUKE EASEMENT PROBLEMS AT SEA CRITTERS
    a. This was addressed in my previous letter dated 05/02/2017. The original plans had 4 bollards around two pieces of equipment at Sea Critters. As soon as the two pieces of equipment are separated to different locations, each piece of equipment will require 4 bollards.

   b. Regarding dewatering operations:
      i. In my original delay notification to the City, dated 10/28/2016, and provided in the original CO17, I clearly stated that the dewatering system was running, warned of the cost implications, and stated that Nelson required direction from the City on how to proceed. With no direction provided, the system was kept running until direction was provided to move forward.
      ii. Your email stated that the City received updated plans from Duke on 12/08/2016, and that the dewatering should therefore have ended on that date. Attached is Nelson's email from the City providing direction to proceed per those plans on 12/12/2016.
      iii. On the cost breakdown sheet for the dewatering system, under the description for MWI Pump Diesel, I stated that the dewatering system ran from 10/25/2016 until 12/12/2016 PLUS 6 days for scope growth. This is a total of 54 days, or 7 weeks and 5 days, which for billing purposes is rounded to 2 months. Nelson is therefore standing by our original price proposal and change order amounts for dewatering operations.
         1. These additional 6 days of scope growth past 12/12/2016 are part of the 13 additional contract days for scope growth originally requested within this price proposal. The City has not questioned the total number of additional contract days for scope growth.

3. 8" SANITARY FORCE MAIN ADDITIONAL SCOPE AT 21ST AVE
   a. No changes per your email.
4. FINAL CONNECTIONS OF POTABLE, RECLAIMED AND SANITARY SEWER AT 19TH AVE
   a. This was addressed in my previous letter dated 05/02/2017. Credits were provided for half the offsets and reclaimed joints for both the 8" potable water and the 16" reclaimed mains.

➢ Addressing the final sentence of your email regarding Change Order 15.1 (ATTEMPTED TO RUN 10" POTABLE LATERAL ACROSS PASS A GRILLE WAY AT 27TH).
   a. This price proposal was originally provided to the City as part of Change Order 14 on 01/16/2017.
   b. It was then repackaged at the City's request as part of Change Order 15 on 02/03/2017.
   c. It was then repackaged again at the City's request as Change Order 15.1 on 03/07/2017.
   d. Your email on 05/01/2017 stated that you are waiting on a reply from Pinellas County before Wayne Saunders will authorize payment. By the time your email was written, the City had been in possession of this change order for 3.5 months. This issue is currently outstanding and the City has had the change order for 4.5 months now. During this time the City has never questioned the validity of the change order. Nelson has a contract with the City, not with Pinellas County. There is nothing in our contract that states that agreements must be made between the City and Pinellas County before payment is released to Nelson. Contractually the City cannot withhold payments due to Nelson for the reason stated. Nelson therefore expects this change order to be paid in full on its next monthly pay request.

Change Order 17 will be revised again under a new change order number based on the extra documentation and explanations provided with this letter.

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

Sincerely,

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

General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: June 21, 2017

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

Re: **CONCRETE PRICE INCREASES FROM CENTRAL FLORIDA CONTRACTORS INC. FOR FLATWORK**

Nelson's flatwork subcontractor, Central Florida Contractors Inc. (CFC), brought to our attention price increases in the cost of concrete that have occurred since the beginning of the project. CFC understands that price increases that occur during the original contract period are theirs to bear. They are however requesting compensation for increased material prices for concrete placed outside the original contract duration.

Preferred Materials raised the price of concrete on 07/01/2016. This material increase was CFC's to bear through the end of the original contract duration, which ended on 02/27/2017. For concrete placed between 02/28/2017 and the present, they are requested compensation to cover this increased price of concrete. Preferred Materials is raising the cost of concrete again on July 1 of this year. Therefore, CFC is also requesting compensation to cover this material price increase for all the remaining flatwork (curb, sidewalk and driveway aprons) remaining on the project. As summarized in the backup, the concrete quantities have been broken into 3 categories, concrete placed during the original contract, concrete placed between 02/28/2017 and the present, and concrete remaining, which will be placed after 07/01/2017.

Attached in the backup to this price proposal is an email from Preferred Materials summarizing the price increases in concrete, as well as the mathematical breakdown of cubic yards of concrete into finished flatwork products, based on 20 cubic yards of concrete, which is the average amount that CFC places in one day.

Please note, as shown in the back up documents, that Nelson is waiving the 10% markup on subcontract pricing to which we are entitled. This waiving of markup is being done in an effort of fairness, since this price proposal is only to cover the increased material prices faced by one of our small subcontractors.

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

Sincerely,

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

CHANGE ORDER NO. 29

PROJECT IDENTIFICATION:

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

Contractor: David Nelson Construction Company

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

The Contract is changed as follows:

1. Additional deduction for direct materials purchased pursuant to Change Order 2, increasing the total deduction from $(1,190,581.01) to $(1,213,903.75): **$(23,322.75)**
2. Cancellation of Change Order 19, which was previously executed on May 23, 2017 but not performed: **$(20,769.39)**

Total Deduction to Contract Sum: $(44,092.14)

Contract Sum with prior approved Change Orders was:	$11,134,688.81
The Contract Sum will be decreased by this Change Order for the items described above in the amount of:	$(44,092.14)
The new Contract Sum, including this Change Order, will be:	**$11,090,596.67**
The Contract Time will be changed as follows:	+ 0 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 0 calendar days to the Contract Time.

CHANGE ORDER NO. 29

OWNER/CITY:

By: ________________________________

Name: Wayne Saunders

Title: City Manager, St. Pete Beach

Date: ______________________________

CONTRACTOR:

By: ________________________________

Name: ____________________________

Title: _____________________________

Date: ______________________________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of $141,388.74 for the design and construction documents for Vina del Mar and Boca Ciega Bridge Repairs.
Date:	November 13, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The Florida Department of Transportation (FDOT) performs biennial bridge inspections on the two City owned bridges, Vina del Mar Bridge and Boca Ciega Bridge. These inspections identify defects and maintenance needs for these bridges, and allow Municipalities to plan future repairs. As a result of these inspections, the City contacted Cardno in February of 2018 to provide services for a more detailed scour investigation at its Vina del Mar bridge, which was identified as Scour Critical in the most recent FDOT report. This investigation found that the bridge piles were not yet exposed, but recommended the installation of scour countermeasures at these piles to prevent more scouring of the channel bottom around these piles. The attached Task Order from Cardno is to provide bridge rehabilitation plans including concrete repairs and expansion joint repairs to both bridges, scour protection, erosion remediation, and pile jackets for Vina del Mar Bridge, and guardrail repair details for Boca Ciega Bridge.
Funding:	CIP – Bridge Repairs 301-8000-590-0018
Requested Motion:	"I move to approve of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of $141,388.74 for the design and construction documents for Vina del Mar and Boca Ciega Bridge Repairs."
Attachment:	Task Order from Cardno
Reviewed by the City Manager:	WS

Cardno
Shaping the Future

380 Park Place Blvd
Suite 300
Clearwater, FL 33759

Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

October 23rd, 2018

Mr. Brett Warner, PE
Public Works Department
City of St. Pete Beach
7581 Boca Ciega Dr.
St. Pete Beach, FL 33706-1839

Re: City of St. Pete Beach Continuing Contract for Professional Design Services
Task Order No. 5 – Repairs to Bridge Nos. 157501 and 157503

Dear Mr. Warner,

We are pleased to submit this proposal for Task Order No. 5 for Rehabilitation of Bridge Nos. 157501 and 157503. This proposal includes concrete repairs and expansion joint repairs to both bridges, scour protection, erosion remediation, and pile jackets for Bridge 157501, and guardrail repair details for Bridge 157503. Please see the attached Scope of Services.

If you have any questions please let me know at my direct line below or via email at Ananda.Kelley@cardno.com.

Sincerely,

Ananda Kelley, PE

Structures Practice Group Manager
Direct Line (727) 431-1594

Approved:

Wayne Saunders

City Manager
St. Pete Beach, FL

Enclosures

CC: File

CITY OF ST. PETE BEACH
SCOPE OF SERVICES FOR TASK ORDER NO. 5
REHABILITATION OF BRIDGE NOS. 157501 and 157503

I. DESCRIPTION OF PROJECT

Professional design services are requested for repairs to Bridge No. 157501 – 21st Ave. over Little McPherson Bayou, constructed in 1954, and Bridge No. 157503 – 46th Ave. over Boca Ciega Bay, constructed in 1990. The 2017 routine biennial inspections for the bridges performed by the FDOT noted deficiencies including concrete damage to both bridges and scour damage at Bridge 157501.

The first phase of this task was to determine the condition of the existing steel H-piles of Bridge 157501. Cardno and our subconsultant, Bolt Underwater inspected the piles looking for areas above water, underwater and immediately below the ground surface in which the steel H-Piles are exposed. Per the memorandum submitted by Cardno on 9/17/18, the existing steel H-piles were determined to be in sufficient condition for scour repair with no areas of exposure.

The intent of this scope is to provide bridge rehabilitation plans including concrete repairs and expansion joint repairs to both bridges, scour protection, erosion remediation, and pile jackets for Bridge 157501, and guardrail repair details for Bridge 157503.

Permitting services will also be provided for the repairs to Bridge 157501. The repairs to Bridge 157503 are assumed to be exempt from permitting. Post design services with be provided for both bridges.

II. SCOPE OF SERVICES

Task 1 Construction Plans

The Consultant will provide the following construction plans sheets for the rehabilitation of Bridge Nos. 157501 and 157503.

1.1 Key Sheet
1.2 General Notes
1.3 Plan & Elevation
1.4 Expansion Joint Repairs
1.5 Reinforced Concrete Repair Details
1.6 Prestressed Beam Repair Details – Bridge No. 157501 only
1.7 Pile Jacket Details – Bridge No. 157501 only
1.8 Abutment Undermining Repair – Bridge No. 157501 only
1.9 Abutment Undermining Protection – Bridge No. 157501 only
1.10 Scour Protection – Bridge No. 157501 only
1.11 Guardrail Repair Details – Bridge No. 157503 only

Task 2 Specifications

The Consultant will provide a construction specification package for the rehabilitation of Bridge Nos. 157501 and 157503.

Task 3 Construction Cost Estimate

The Consultant will provide a construction cost estimate for the rehabilitation of Bridge Nos. 157501 and 157503.

Task 4 Survey

The Consultant will provide topographic, bathymetric, and structural survey of Bridge No. 157501 and topographic survey for Bridge No. 157503.

Task 5 Permitting

The Consultant will provide permitting assistance to accompany the rehabilitation of Bridge Nos. 157501 and 157503.

5.1 Environmental Resource Permitting Assistance – Bridge No. 157501

a. The Consultant will conduct an inspection of the project site to document the existing habitat conditions. Any observed resources (e.g. seagrass, mangroves, oysters, listed species. etc.) will be documented and their location mapped for inclusion in the permit application.

b. The Consultant will coordinate the preparation of drawings showing the proposed total plan of development, the proposed wetland impacts and any wetland impact compensation plan that may be required.

c. The Consultant will prepare and submit wetland assessments and supporting environmental narrative for the project for the ERP construction permit application. This narrative will include assessments of the upland and wetland habitats and wetland impact areas.

d. A wetland functional assessment will be prepared on the proposed wetland impact by utilizing baseline data and the Unified Mitigation Assessment Method (UMAM).

e. The Consultant will schedule and attend one (1) field meeting with representatives of the SWFWMD to review the wetland line and the condition of wetlands proposed to be impacted.

f. The Consultant will respond to a maximum of two (2) requests for additional information from the SWFWMD regarding the ERP application.

5.2 ACOE Nationwide Permitting Assistance – Bridge No. 157501

a. The Consultant will prepare an Approved Jurisdictional Determination Form and supporting documentation, including U.S. Army Corps of Engineers (ACOE) Wetland Delineation Datasheets for paired wetland and upland points at each wetland and jurisdictional Other Surface Water on the project.

b. The Consultant will review drawings of proposed wetland/other surface water impacts prepared by the project engineering/consultant and provide recommendations to assist in their finalization for inclusion with the permit application.

c. Wetland/other surface water assessments and supporting environmental narrative will be prepared by the Consultant. This narrative will include a synopsis of the permitting history and compliance of the project to date, assessments of the upland and wetland habitats, wetland impact areas, and a thorough discussion of the proposed wetland compensation measures to be accomplished through build out of the project. An Alternatives Analysis and discussion of project consistency with the ACOE's 2008 Compensatory Mitigation Rule will also be provided.

d. A wetland functional assessment will be prepared on the proposed wetland impact by utilizing baseline data and the Unified Mitigation Assessment Method.

e. The Consultant will respond, verbally or in writing, to two (2) Requests for Additional Information (RAI). The RAIs may be received via telephone, email, or written correspondence.

5.3 Pinellas County Water and Navigation Authority Permitting Assistance – Bridge No. 157501

a. The Consultant will coordinate with the project team in the preparation of a Dredge and Fill Permit Application package for submission to the PCWNA. This package will contain permit drawings and components of the ACOE/SWFWMD environmental narrative report, but will be sufficiently customized to provide the justification for wetland impacts and demonstration of avoidance/minimization.

b. The Consultant will respond to a maximum of two (2) requests for additional information from the PCWNA regarding the application.

5.4 Permit Exemption – Bridge No. 157503

a. The Consultant will prepare a letter requesting bridge maintenance permit exemption for the rehabilitation of Bridge 157503. No obstructive in-water work is anticipated for its rehabilitation.

Task 6 Bid Phase Services

The Consultant will provide bid phase services for the rehabilitation of Bridges 157501 and 157503 including attendance of a pre-bid meeting, responses to bid phase RFI's, attendance of bid opening, review of bids, and recommendation of award.

Task 7 Construction Phase Services

The Consultant will provide construction phase services for the rehabilitation of Bridge Nos. 157501 and 157503 including attendance of a pre-construction meeting, responses to construction phase RFI's, review of shop drawings, up to four (4) construction phase site visits, and final construction walk-thru/close-out.

III. SUBMITTALS

The following phased submittals will be provided to the City for review.

- 90% Submittal (For City Review, Permitting)
  - 90% Construction Plans
  - 90% Cost Estimate

- 100% Submittal (For City Review)
  - 100% Construction Plans
  - 100% Cost Estimate
  - Construction Specifications

- Final Submittal
  - Final Signed and Sealed Construction Plans
  - Final Cost Estimate
  - Final Signed and Sealed Construction Specifications
  - All Electronic and CADD files
  - Permits

IV. SCHEDULE

The 90% Submittal for Bridge Nos. 157501 and 157503 will be provided to the City within 120 days of Notice to Proceed.

The 100% Submittal will be provided to the City within 30 days of receipt of the City's comments on the 90% Submittal.

The Final Submittal will be provided to the City within 15 days of receipt of the City's comments on the final submittal and all permits.

V. CONSULTANT'S RESPONSIBILITIES

The Consultant's responsibilities include providing construction plans, specifications, cost estimates, survey, permitting, bid phase, and construction phase services as outlined in Section II.

Subconsultant Services

In order for the consultant to produce the plans as noted, subconsultant services will be provided for several tasks. Detailed subconsultant proposals are included in Attachment B.

- Task 1.7 Pile Jacket Details – VCS will provide cathodic protection details
- Task 1.8 Abutment Undermining Repair – IPC will prepare a Deterioration Assessment Report
- Task 1.10 Scour Protection – Intera will perform hydraulic analysis and develop a conceptual design
- Task 4 Survey – Hyatt will provide topographic, bathymetric, and bridge survey

VI. ASSUMPTIONS

This Scope of Services and assumes the following:

- Payment of any agency application fees is not included.
- No maintenance dredging will be required for the project construction
- No mitigation will be required for the project construction
- The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services.
- Drawings, plans, etc. prepared by the Consultant and submitted as part of the permit application will not have to be revised in response to a redesign or re-engineering of the project outside the control of the Consultant.
- Soils analysis, geotechnical borings, groundwater hydrology studies, or other hydrological services are not included in this Scope. If sediment analysis is required for the proposed maintenance dredging, a separate Scope will be provided for those services.
- Censuses of historic or cultural resources are not included in this Scope.

VII. CITY'S RESPONSIBILITIES

The City's responsibilities are to provide the Consultant with all documents in its possession related to Bridge No. 157501 and McPherson Bayou.

VIII. DELIVERABLES

All deliverables shall be electronic except that two paper copies of the signed and sealed construction plans (11x17) and specifications (8 ½ x 11) shall be included with the final submittal.

Electronic CADD files for all plans and survey will be submitted to the City.

IX. CONSULTANT'S COMPENSATION

The Consultant’s Compensation is detailed in Attachment A.

ATTACHMENT A
Work Task Breakdown
City of St. Pete Beach
Task No. 5
Rehabilitation of Bridge Nos. 157501 & 157503

I. Staffhour Estimate: All Tasks

	Direct Labor Rates Classifications	Principal	Project Manager	Senior Engineer	Designer	Senior Project Scientist II	Staff Scientist	Clerical	Total Hours	Labor Cost
	Billing Rate	$ 250.00	$ 180.00	$ 170.00	$ 105.00	$ 155.00	$ 81.00	$ 70.00		
Phase										
1	**Construction Plans - Bridges 157501 and 157503**	**13**	**24**	**78**	**270**	**0**	**0**	**24**	**409**	**$ 50,860.00**
1.1	*Key Sheet*	*1*	*2*	*4*	*8*	*0*	*0*	*2*	*17*	*$ 2,270.00*
1.2	*General Notes*	*1*	*2*	*8*	*20*	*0*	*0*	*2*	*33*	*$ 4,210.00*
1.3	*Plan & Elevation*	*2*	*4*	*8*	*60*	*0*	*0*	*4*	*78*	*$ 9,160.00*
1.4	*Expansion Joint Repairs*	*1*	*2*	*6*	*20*	*0*	*0*	*2*	*31*	*$ 3,870.00*
1.5	*Reinforced Concrete Repair Details*	*1*	*2*	*16*	*40*	*0*	*0*	*2*	*61*	*$ 7,670.00*
1.6	*Prestressed Beam Repair Details - Bridge 157501 only*	*1*	*2*	*6*	*20*	*0*	*0*	*2*	*31*	*$ 3,870.00*
1.7	*Pile Jacket Details - Bridge 157501 only*	*1*	*2*	*6*	*2*	*0*	*0*	*2*	*13*	*$ 1,980.00*
1.8	*Abutment Undermining Repair- Bridge 157501 only*	*1*	*2*	*6*	*24*	*0*	*0*	*2*	*35*	*$ 4,290.00*
1.9	*Abutment Undermining Protection- Bridge 157501 only*	*1*	*2*	*6*	*32*	*0*	*0*	*2*	*43*	*$ 5,130.00*
1.10	*Scour Protection- Bridge 157501 only*	*1*	*2*	*8*	*32*	*0*	*0*	*2*	*45*	*$ 5,470.00*
1.11	*Guardrail Repair Details - Bridge 157503 only*	*2*	*2*	*4*	*12*	*0*	*0*	*2*	*22*	*$ 2,940.00*
2	**Specifications - Bridges 157501 and 157503**	**1**	**6**	**16**	**0**	**0**	**0**	**2**	**25**	**$ 4,190.00**
3	**Construction Cost Estimates - Bridges 157501 and 157503**	**1**	**4**	**16**	**0**	**0**	**0**	**2**	**23**	**$ 3,830.00**
4	**Survey - Bridges 157501 and 157503**	**1**	**4**	**0**	**0**	**0**	**0**	**2**	**7**	**$ 1,110.00**
5	**Permitting**	**1**	**6**	**2**	**0**	**34**	**62**	**2**	**107**	**$ 12,102.00**
5.1	*Bridge 157501*	*1*	*4*	*2*	*0*	*24*	*60*	*2*	*93*	*$ 10,030.00*
5.2	*Bridge 157503 - Exemption Letter*	*0*	*2*	*0*	*0*	*10*	*2*	*0*	*14*	*$ 2,072.00*
6	**Bid Phase Services - Bridges 157501 and 157503**	**1**	**12**	**24**	**0**	**0**	**0**	**2**	**39**	**$ 6,630.00**
7	**Construction Phase Services**	**1**	**16**	**40**	**48**	**0**	**0**	**2**	**107**	**$ 15,110.00**
Totals		**19**	**72**	**176**	**318**	**34**	**62**	**36**	**717**	**$ 93,832.00**

II. Fee Calculation

Phase	Labor Cost	Expenses	Subconsultant Services		Total Cost
1	$ 50,860.00	$ -	$ 8,000.00	VCS	$ 78,866.74
			$ 3,725.00	IPC	
			$ 16,281.74	INTERA	
2	$ 4,190.00	$ -	$ -		$ 4,190.00
3	$ 3,830.00	$ -	$ -		$ 3,830.00
4	$ 1,110.00	$ -	$ 19,550.00	HYATT	$ 20,660.00
5	$ 12,102.00	$ -	$ -		$ 12,102.00
6	$ 6,630.00	$ -	$ -		$ 6,630.00
7	$ 15,110.00	$ -	$ -		$ 15,110.00

III. Fee Limit

Total Lump Sum Cost	$ 141,388.74

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of Change Order #1, #2, and #3 to the purchase agreement with Kamminga & Roodvoets, Inc. for the Valve & Valve Vault Replacement project in the amount of $117,902.28.
Date:	November 13, 2018
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	Change Order #1 includes costs incurred by the Kamminga & Roodvoets, Inc. (K&R) for bonding and permitting work within the City of St. Petersburg's Right-of-Way. The City of St. Petersburg required that K&R obtain an additional Performance Bond, in addition to the Bond required by the City of St. Pete Beach. Change Order #2 includes costs associated with increasing the diameter of the materials for the valve and associated piping. Information available at the time of design, which was obtained via a Subsurface Utility Exploration contractor, indicated that forcemain #1 was 16 inches in diameter. This diameter measurement did not match the pipe diameter from as-built drawings, so during the first stages of construction, the City required K&R to excavate down to the forcemain and verify pipe size prior to ordering the fittings and valves for this project. The existing main was discovered to be 24 inches in diameter, requiring larger and more expensive fittings, resulting in an increase in project cost. Change Order #3 includes the difference in cost between installing a brick paver crosswalk, per design, and installing a stamped asphalt crosswalk to match the existing crosswalk.
Funding:	CIP – Valve and Valve Vault Replacement
Requested Motion:	"I move to approve Change Order #1, #2, and #3 to the purchase agreement with Kamminga & Roodvoets, Inc. for the Valve & Valve Vault Replacement project in the amount of $117,902.28."
Attachment:	Change Order 1, 2, and 3
Reviewed by the City Manager:	WS

KAMMINGA & ROODVOETS, INC.

CHANGE ORDER

CONTRACT: St. Pete Beach Valve Replacement

CONTRACTOR: Kamminga & Roodvoets, Inc.
5219 Cone Road
Tampa, Fl 33610-5301

OWNER: City Of St. Pete Beach

CHANGE ORDER #: 1, 2, and 3

BID #:

PROJECT #: 148404014

CONTRACT DATE: Sept 19,2018

■ Time Change ■ Extra Work ☐ Credit Other

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

Description of Change		**Cost of Impact**	**Final Completion Days**
Change Order #1			
City Of St Petersburg Bonding		$845.60	
City of St Petersburg ROW Permit		$180.00	0 (Zero)
	5% markup	$51.28	
	Total:	**$1,076.88**	
Change Order #2:			
Plan Revision #1: Changed Forcemain from 16in to 24in			Sept 28, 2018 thru Nov.13,2018
	Total:	**$114,873.69**	Total Days: 46
Change Order #3			
Brick Paver Pay Item # 21 Excluded	SubTotal:	$ (3,975.80)	0 (Zero)
Additional cost for Stamped Asphalt	SubTotal:	$ 5927.51	
	Total:	**$ 2,475.88**	
	Total For Change Order#1,2and 3	**$117,902.28**	

Contractor Reserves the right for additional days. Change order is assuming approval will be granted on November 13, 2018

The original Contract Sum (TOTAL BID PRICE) was	$ 291,692.00
Net Change by previous Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 291,692.00
The Contract Sum will be Increased by this Change Order.	$117,902.28
The new Contract Sum including this Change Order will be	$ 409,594.28

The Final Completion Milestone prior to this Change Order was January 19, 2019

The time for the Final Milestone will be Changed by 46 days.

The Final Completion Milestone as of this Change Order is therefore March 6, 2019

The Contractor waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with the change oreder as herein addressed.

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforasaid Contract as amended by all previous change orders hereto is otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order # 1, 2, and 3 to Valve and Valve Vault Replacement has been executed by the parties hereto or their duly authorized representatives.

ATTEST: CONTRACTOR: Kamminga & Roodvoets, Inc.

By: ______________________
Authorized Signature (Seal)

____
Witness

TITLE: ______________________

____
Witness

DATE: ______________________

ATTEST: OWNER: City of St. Pete Beach

By: ______________________
Authorized Signature (Seal)

____
Witness

TITLE: ______________________

____
Witness

DATE: ______________________

From:	Yvonne Harrison
To:	Brett Warner
Cc:	jschmidt@kandrincfl.com
Subject:	FW: City of St. Petersburgh Performance & Payment Bond
Date:	Wednesday, September 19, 2018 9:38:51 AM
Attachments:	K&R Invoice #112064.pdf

Brett, this is the charge for the second bond we had to provide to St. Petersburg, plus we paid the $180 permit fee. Please issue a CO for costs of $1025.60 plus 5% mark up for a total of $1076.88.

Thanks

Yvonne Harrison

Sr. Project Manager

Kamminga & Roodvoets, Inc.

813-623-3031 x110 Cell 813-917-9127

5219 Cone Rd. Tampa, FL 33610

From: Nick Ashburn [mailto:nashburn@ghbh.com]

Sent: Wednesday, September 19, 2018 9:22 AM

To: Yvonne Harrison <yharrison@kandrincfl.com>

Subject: RE: City of St. Petersburgh Performance & Payment Bond

Good Morning Yvonne,

Attached is our invoice for the St. Petersburg bond. Given the unique situation here, we checked with Liberty to see if they could waive the premium or even charge only on the $35,000 worth of right of way work. Unfortunately they cannot make this concession because of their rate filings in the state. Liberty must base their premium on the stated bond amount. Being that the reason for the second bond was due to the road work, Liberty did base their premium on the Class A road rates.

I know you mentioned that you were going to try and pass along the expense for the second bond to the owner given they did not state this would be a requirement when you originally bid the project. Hopefully they will accept the additional charge.

Please let me know if you have any questions.

Thanks,

Nick Ashburn

Surety Account Manager

GUY HURLEY
INSURANCE & SURETY SERVICES

P 248.519.1432
F 248.519.1401

From: Yvonne Harrison [mailto:yharrison@kandrincfl.com]
Sent: Tuesday, September 18, 2018 8:49 AM
To: Nick Ashburn <nashburn@ghbh.com>
Subject: RE: City of St. Petersburgh Performance & Payment Bond

About $35,000.

From: Nick Ashburn [mailto:nashburn@ghbh.com]
Sent: Tuesday, September 18, 2018 8:30 AM
To: Yvonne Harrison <yharrison@kandrincfl.com>
Subject: RE: City of St. Petersburgh Performance & Payment Bond

Good Morning Yvonne,

Is there a value you can provide for the roadway and associated restoration items for the City of St. Petersburg? I know most of the contract value is associated with work for the City of St. Pete Beach, however I am just wondering if you can provide a value for the actual work for the City of St. Petersburg.

Thanks,

Nick Ashburn
Surety Account Manager

GUY HURLEY
INSURANCE & SURETY SERVICES

P 248.519.1432
F 248.519.1401

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From: Yvonne Harrison [mailto:yharrison@kandrincfl.com]
Sent: Tuesday, September 18, 2018 7:09 AM
To: Nick Ashburn <nashburn@ghbh.com>
Subject: RE: City of St. Petersburgh Performance & Payment Bond

Just to reiterate, all of the work is in St. Pete right-of-way. It's St. Pete Beach's FM, but the roadway and associated restoration items belong to St. Pete.

From: Nick Ashburn [mailto:nashburn@ghbh.com]
Sent: Monday, September 17, 2018 4:18 PM
To: Yvonne Harrison <yharrison@kandrincfl.com>
Subject: FW: City of St. Petersburgh Performance & Payment Bond

Hi Yvonne,

Can you please provide an approximate value of the right of way work that will take place in the City of St. Petersburg?

Thanks,

Nick Ashburn
Surety Account Manager

GUY HURLEY
INSURANCE & SURETY SERVICES

P 248.519.1432
F 248.519.1401

From: Nick Ashburn
Sent: Monday, September 17, 2018 2:27 PM
To: 'Yvonne Harrison' <yharrison@kandrincfl.com>
Subject: City of St. Petersburgh Performance & Payment Bond

Hi Yvonne,

Attached is a copy of the executed bond for the City of St. Petersburgh. As discussed, I have left the date sections of the bond forms and powers blank.

I will send the two original bonds to your office by UPS to arrive by 10:30 AM tomorrow. The UPS tracking number for your reference is 1Z669A6X0191405574.

Thanks,

Nick Ashburn
Surety Account Manager

GUY HURLEY
INSURANCE & SURETY SERVICES

P 248.519.1432
F 248.519.1401

PROJECT: Valve Replacement

CONTRACTOR: Kamminga & Roodvoets, Inc.

CHANGE IN DIAMETER OF FORCEMAIN 16" TO 24"

REVISION #1

ITEM NO.	DESCRIPTION	QUANTITY	U/M	HOURLY RATE	HOURS	TOTAL	UNIT PRICE	10% MARK-UP	TOTAL PRICE	TOTAL LINE ITEM
6	16" PLUG VALVE	3.00	EA				$12,921.86	$1,292.19	$14,214.05	$42,642.15
	16" PV TO 24" PV	3.00	ea	12,054.75		36,164.25				
	16" ML/ACC TO 24" ML/ACC	6.00	ea	4.15		24.90				
	16" restraints to 24" restraints	2.00	ea	206.40		412.80				
	16 " restraint to 24" restraint (Gland only)	4.00	ea	156.86		627.44				
	Additional cost for time to install from 16" PV to 24"PV									
	Foreman	1.00	ea	60.00	4.50	270.00				
	Laborer	2.00	ea	41.73	4.50	375.57				
	Skilled Laborer	1.00	ea	44.10	4.50	198.45				
	Operators	2.00	ea	50.02	4.50	450.18				
	Pickup	1.00	ea	15.00	4.50	67.50				
	Con Ex	1.00	ea	18.00	4.50	81.00				
	Additional cost for larger equipment for install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	8.50	93.50				
7	16" CHECK VALVE	1.00	EA				$7,645.17	$764.52	$8,409.69	$8,409.69
	16" Check Valve to 24" Check Valve	1.00	ea	6,273.77		6,273.77				
	16"FLG/ACC to 24" FLG/ACC	2.00	ea	425.01		850.02				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Operators	2.00	ea	50.02	1.50	150.06				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
	Additional cost for larger equipment for install									

	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	3.68	40.48				
8	**TEMP. BYPASS**	**2.00**	**EA**				**$7,951.38**	**$795.14**	**$8,746.52**	**$17,493.04**
	16" Linestops to 24" Linestops	1.00	ea	12,947.00		12,947.00				
	Additional Rental Days due to Revised Thrust Block Locatio	4.00	ea	300.00		1,200.00				
	12' C900 to 16" C900 w/fitting and restraints	1.00	LS	1,023.18		1,023.18				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Operators	2.00	ea	50.02	1.50	150.06				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
	Additional cost for larger equipment to install From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	22.88	251.68				
9	**16" TEE**	**2.00**	**EA**				**$1,949.82**	**$194.98**	**$2,144.80**	**$4,289.60**
	16" Tee to 24" Tee	2.00	ea	1,226.34		2,452.68				
	16" to 24" ML/Restraints	6.00	ea	161.01		966.06				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Operators	2.00	ea	50.02	1.50	150.06				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
	Additional cost for larger equipment for install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	6.25	68.75				
10	**16" 90 ELBOW**	**2.00**	**EA**				**$2,024.84**	**$202.48**	**$2,227.32**	**$4,454.64**
	16" to 24" 90 fitting	2.00	ea	1,447.30		2,894.60				
	16" to 24" ML/Restraints	6.00	ea	161.01		966.06				

	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	0.50	30.00				
	Laborer	2.00	ea	41.73	0.50	41.73				
	Skilled Laborer	1.00	ea	44.10	0.50	22.05				
	Operators	2.00	ea	50.02	0.50	50.02				
	Pickup	1.00	ea	15.00	0.50	7.50				
	Con Ex	1.00	ea	18.00	0.50	9.00				
	Additional cost for larger equipment for install From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	2.61	28.71				
11	**16" FORCE MAIN**	**1.00**	**EA**				**$4,410.91**	**$441.09**	**$4,852.00**	**$4,852.00**
	16" TO 24" C900	60.00	ft	44.91		2,694.60				
	16" to 24" Bell Restraint	1.00	ea	506.78		506.78				
	16" to 24" Tap Plug	2.00	ea	262.32		524.64				
	16" to 24" ML and ACC	2.00	ea	4.15		8.30				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Operators	2.00	ea	50.02	1.50	150.06				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
	Additional cost for larger equipment for install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	17.79	195.69				
12	**CONCRETE THRUST COLLAR**	**2.00**	**EA**				**$6,600.70**	**$660.07**	**$7,260.76**	**$14,521.53**
	Additional Concrete needed	12.00	cy	130.54		1,566.48				
	#5 Steel Bar	30.00	ft	0.64		19.20				
	Coarse Stone	10.00	tn	28.86		288.60				
	16" to 24" Bell Restraints	2.00	ea	506.78		1,013.56				
	Additional Concrete Crew Required FORM, POUR & STRIP Foreman	1.00	ea	60.00	29.25	1,755.00				
	Laborer	2.00	ea	41.73	29.25	2,441.21				

	Skilled Laborer	1.00	ea	44.10	29.25	1,289.93				
	Operators	2.00	ea	50.02	29.25	2,926.17				
	Pickup	1.00	ea	15.00	29.25	438.75				
	Con Ex	1.00	ea	18.00	29.25	526.50				
	Form Trailer	1.00	ea	21.00	29.25	614.25				
	Additional cost for larger equipment to install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	29.25	321.75				
13	**PRECAST VALVE VAULT (Larger Vault)**	**1.00**	**EA**				**$1,173.52**	**$117.35**	**$1,290.87**	**$1,290.87**
	6'6" X 6'6"	1.00	EA	325.00		325.00				
	Link Seal	10.00	ea	19.44		194.40				
	Course Stone	2.00	tn	28.86		57.72				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Operators	2.00	ea	50.02	1.50	150.06				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
	Additional cost for larger equipment to install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	10.50	115.50				
14	**STAINLESS STEEL PIPE SUPPORT**	**2.00**	**EA**				**$685.17**	**$68.52**	**$753.69**	**$1,507.37**
	16" to 24" Pipe Support	2.00	EA	519.75		1,039.50				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	1.50	90.00				
	Laborer	2.00	ea	41.73	1.50	125.19				
	Skilled Laborer	1.00	ea	44.10	1.50	66.15				
	Pickup	1.00	ea	15.00	1.50	22.50				
	Con Ex	1.00	ea	18.00	1.50	27.00				
18	**DEWATERING (Larger trench required)**	**1.00**	**LS**				**$2,703.20**	**$270.32**	**$2,973.52**	**$2,973.52**
	Additional Material Needed									
	Wellpoints	120.00	ft	12.94		1,552.80				

	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	4.00	240.00				
	Laborer	2.00	ea	41.73	4.00	333.84				
	Skilled Laborer	1.00	ea	44.10	4.00	176.40				
	Operators	2.00	ea	50.02	4.00	400.16				
20	**16" DI PIPE**	**2.00**	**EA**				**$1,178.39**	**$117.84**	**$1,296.23**	**$2,592.46**
	16" TO 24" FLGXPE 3'0 DIP	2.00	ea	276.58		553.16				
	16" to 24" Flange Kit	2.00	ea	425.01		850.02				
	16" to 24" ML and ACC	2.00	ea	4.15		8.30				
	Additional Cost for time to Install									
	Foreman	1.00	ea	60.00	3.00	180.00				
	Laborer	2.00	ea	41.73	3.00	250.38				
	Skilled Laborer	1.00	ea	44.10	3.00	132.30				
	Operators	2.00	ea	50.02	3.00	300.12				
	Additional cost for larger equipment to install									
	From 200LC Komatsu to PC308 Komatsu	1.00	ea	11.00	7.50	82.50				
	24" Repair Sleeve (New Item)	**2.00**	**EA**				**$3,690.83**	**$369.08**	**$4,059.91**	**$8,119.83**
	24" Repair Sleeve	2.00	ea	699.42		1,398.84				
	24" ML and ACC	4.00	ea	26.89		107.56				
	24" DI Restraint (Gland)	4.00	ea	323.75		1,295.00				
	Foreman	1.00	ea	60.00	6.00	360.00				
	Laborer	2.00	ea	41.73	6.00	500.76				
	Skilled Laborer	1.00	ea	44.10	6.00	264.60				
	Operators	2.00	ea	50.02	6.00	600.24				
	Pickup	1.00	ea	15.00	6.00	90.00				
	Con Ex	1.00	ea	18.00	6.00	108.00				
	Komatsu PC 308	1.00	ea	127.07	6.00	762.42				
	Komatsu WA-320	1.00	ea	54.04	6.00	324.24				
25	**Additional Bond (New Item)**	**1.00**	**LS**				**$1,570.00**	**$157.00**	**$1,727.00**	**$1,727.00**
	Increase In Bond Amount St. Pete Beach Only	1.00	ls	1,570.00		1,570.00				

TOTAL:	$114,873.69

Notes: Additional Quantitys for SY Pay Items will be Field Measured

PROJECT: Valve Replacement

CONTRACTOR: Kamminga & Roodvoets, Inc.

Stamped Asphalt Crosswalk

ITEM NO.	DESCRIPTION	QUANTITY	U/M	HOURLY RATE	HOURS	TOTAL	UNIT PRICE	15% MARK-UP	TOTAL PRICE	TOTAL LINE ITEM
1	**MOT & Subcontractor Supervision**	**1.00**	**dy**				**$1,654.36**	**$248.15**	**$1,902.51**	**$1,902.51**
	Job Forman	1.00	ea	65.87	9.50	625.77				
1.00 days										
	Laborers	2.00	ea	35.17	9.50	668.23				
	Pick-Up	1.00	ea	14.67	9.50	139.37				
	Conex	1.00	ea	18.00	9.50	171.00				
	VMB's and Signs	1.00	dy	50.00		50.00				
2	**Asphalt Stamp & color 300 SF (MIN Charge)**	**1.00**	**ls**				**$3,500.00**	**$525.00**	**$4,025.00**	**$4,025.00**
	Lotlines Striping , LLC	1.00	ls	3,500.00		3,500.00				
									QUOTE TOTAL	**$5,927.51**

Notes:

1. Prices are quoted for 1 day completion. Additional charges will apply if completed half at a time.
2. Additional quantity for milling and paving to be paid under Bid Item #16.
3. Due to 14 day cure time required prior to placing stamp, 15 days to be added to contrat time.

Lot Lines Striping, LLC
"OUR REPUTATION IS ON THE LINE"
(352) 552-1528
P.O. Box 492821
Leesburg, FL 34749

Proposal

Date	Estimate #
9/10/2018	3979

Name / Address
Kamminga & Roodvoets, Inc. 5219 Cone Road Tampa, FL 33610

Service Address
Asphalt Stamp & Color 79th Street & Cuauseway Blvd. St. Petersburg, FL

Terms	P.O. No.	Rep
Net 30		FJA

Description	Qty	Rate	Total
ASPHALT STAMP & COLOR			
Minimum Mobilization For Asphalt Stamp & Color, LS	1	3,500.00	3,500.00
Asphalt Stamp And Color (Running Bond In Old Brick Color, SF	300	0.00	0.00
NOTES			
MOT Is By Others The City normally provides the MOT For Us As They Know The Traffic Patterns And What They Can Close Down			
If The Crosswalk Must Be Completed In 2 Halves An Additional Mobilization Charge Of $1,000 Will Apply			
Sales Tax		7.00%	0.00

Signature		**Total**	**$3,500.00**

All Pricing On This Proposal Is Good For 90 Days After The Bid Date.

lotlinesstriping@gmail.com

Follow Us Online To See Our Work!

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Resolution No. 2018-17, confirming the 2019 election date; establishing the date for the 2019 runoff election, if necessary; and establishing the Qualification Period for District 2 and District 4 Commissioners
Date:	November 13, 2018
Prepared By:	Rebecca C. Haynes, City Clerk
Through:	Wayne Saunders, City Manager
Summary of Issue:	This resolution will confirm the 2019 election date as March 12, 2019; establish the date for the 2019 runoff election, if necessary, as April 9, 2019; and set the qualification period as 12:00 p.m./noon, Thursday, November 29, 2018 through 12:00 p.m./noon, Friday, December 7, 2018. The election date and the runoff date are determined by the Supervisor of Elections (SOE) Office taking into consideration the requirements of the various municipalities in Pinellas County. The Qualification Period is set in accordance with our Charter.
Funding:	Account #001-5101-0512-5493
Requested Motion:	"I move to approve Resolution No. 2018-17 (read title)."
Attachments:	Resolution 2018-17

Reviewed by
City Manager: WS_______

RESOLUTION 2018-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, CONFIRMING THE 2019 ELECTION DATE; ESTABLISHING THE DATE FOR THE 2019 RUNOFF ELECTION, IF NECESSARY; ESTABLISHING THE QUALIFICATION PERIOD FOR COMMISSIONERS IN DISTRICTS 2 AND 4; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A Municipal Election will be held on Tuesday, March 12, 2019 for the purpose of electing a Commissioner in District 2 and a Commissioner in District 4; and,

WHEREAS, a Runoff Election, if necessary, will be held on April 9, 2019; and,

WHEREAS, the Qualification Period will be held from 12:00 p.m. on Thursday, November 29, 2018 through 12:00 p.m. on Friday, December 7, 2018; every person who shall be a candidate for commissioner shall file the necessary papers with the Office of the City Clerk during this period; and,

WHEREAS, to qualify for the position of Commissioner for District 2 or District 4, a candidate must be a full-time resident of the district in which s/he seeks to represent for a period of twelve (12) months next preceding the last day of the established qualifying period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission of the City of St. Pete Beach, Florida hereby establishes March 12, 2019 as the date of the Municipal Election; establishes April 9, 2019 as the date for the runoff election; and establishes the Qualification Period as 12:00 p.m., Thursday, November 29, 2018 through 12:00 p.m., Friday, December 7, 2018.

Section Three: This resolution will be effective immediately upon adoption.

Passed this 13th day of November, 2018, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

____
Alan Johnson, Mayor

ATTEST:

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
Andrew Dickman, City Attorney

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Resolution 2018-18, Re-appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate
Date:	November 13, 2018
Prepared By:	Rebecca C. Haynes, City Clerk
Prepared Through:	Wayne Saunders, City Manager
Summary of Issue:	Resolution 2018-18 re-appoints Ms. Amber E. Ashton with the firm of deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP as the City's Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate. Ms. Ashton was first appointed as Special Magistrate in 2015.
Funding:	Community Development Department, Code Enforcement Division, Account #001-5402-524-5310
Requested Motion:	"I move to approve Resolution 2018-18 (read title of resolution) and to authorize the City Manager to execute the Special Magistrate engagement letter, effective December 1, 2018.
Attachments:	Resolution 2018-18 Special Magistrate engagement letter.
Reviewed by City Manager:	WS _______

RESOLUTION NO. 2018-18

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RE-APPOINTING AMBER E. ASHTON AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

WHEREAS, The City Code of Ordinances, Chapter 82-169, Traffic and Vehicles, provides for a parking citation hearing officer; and,

WHEREAS, Division 3, Section 3.14(e) of the Land Development Code, provides that the City Commission may appoint one or more hearing officers to hear appeals; and,

WHEREAS, Section 22-275, the Special Magistrate appointment shall be made by the City Manager on the basis of experience and interest in code enforcement. Such appointments shall be submitted to the City Commission for ratification.

NOW, THEREFORE, the City Commission of the City of St. Pete Beach, Pinellas County, Florida **DOES RESOLVE**:

Section One. The above recitals are true and correct and are incorporated herein by reference.

Section Two. The Parking Citation Hearing Officer shall be Amber E. Ashton.

Section Three. The Administrative Appeals Hearing Officer shall be Amber E. Ashton.

Section Four. The Special Magistrate for the City's Code Enforcement Division shall be Amber E. Ashton.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 13th day of November, 2018.

____
Alan Johnson, Mayor

ATTEST:

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
Andrew Dickman City Attorney

DSK Law

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825

November 1, 2018

VIA U.S. MAIL DELIVERY and
ELECTRONIC MAIL DELIVERY
Andrew Dickman, Esq.
City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
cityattorney@stpetebeach.org

Re: Engagement Letter to Serve as Special Magistrate for the City of St. Pete Beach

Dear Andrew:

It is with great pleasure that I submit to you the following as my proposed letter of engagement to set forth the terms of my engagement with the City of St. Pete Beach to continue to serve as Special Magistrate beginning on December 1, 2018 and ending on November 30, 2019.

I. **SCOPE OF SERVICES**.

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, administrative appeal matters, parking violation matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of St. Pete Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

II. **PAYMENT**.

The City shall pay to my law firm, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, the sum of $175 per hour plus costs for each actual attorney hour worked and $55 per hour for each paralegal hour worked with regard to this engagement. For hearings as scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you or your designee, a Billing Statement of hours expended for services rendered and costs incurred. All invoices shall be processed and made in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. **TERMINATION.**

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter are personal to Amber E. Ashton and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of St. Pete Beach.

C. Independent Contractor Status. In the performance of legal services hereunder, Amber E. Ashton is an independent contractor and shall not hold herself out as an employee, agent or servant of the City of St. Pete Beach.

This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Amber E. Ashton, individually, and Bart R. Valdes, on behalf of the Firm.

Amber E. Ashton

DE BEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP,

By: Bart R. V
Bart R. Valdes
Its: Partner
Date: 11/1/18

CITY OF ST. PETE BEACH, FLORIDA,

By:
Print Name:
Date: