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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 14, 2019
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.
 - a. **Proclamation - Area Agency on Aging**
 - b. **Proclamation - National Safe Boating Week**
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.
4. **Consent**
 - a. **Approve the following City Commission minutes: March 26, 2019 regular meeting and April 12, 2019 budget workshop.**
 - b. **Request to approve the special event application and road closures for the Surfers for Autism event on July 13, 2019.**

- c. Request to approve the special event application, street closure and wet zone for the St. Pete Beach 5K Series scheduled for June 21, July 19 and August 16, 2019.
- d. Request approval of the cost proposals from Pinellas County to remove the signalization mast arms, base, and all related signalization equipment at the 21st Avenue and Pass-a-Grille Way Intersection (\$13,000.00), Corey Avenue at Blind Pass Road (\$18,000.00) and Corey Avenue at Boca Ciega Drive (\$18,000.00), utilizing the existing Interlocal Agreement between the City and Pinellas County.
- e. Request approval of Change Order #15 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$25,167.82.
- f. Request approval of the services agreement with Bayshore Construction, Inc. for Dune Walkover and Boardwalk Rehabilitation and Replacement, on an as-needed basis for the services listed in the contract, in an amount not to exceed the City's Operational and Capital budget for like services, additionally approving the utilization of this agreement for the Dune Walkover Replacements at 12th Ave and 16th Ave, in the amount of \$49,734.00.
- g. Appointment(s) to the Pinellas County Flood Risk and Mitigation Public Information Working Group.

5. Action Items

- a. Request approval of the services agreement with FCS, Inc., in an amount not to exceed the FY19 budget for the City's Grease Removal program of \$100,000.00.
- b. Authorize the City Manager to enter into and execute the PSTA interlocal agreement regarding the BRT (Bus Rapid Transit) as currently proposed by the PSTA (Pinellas Suncoast Transit Authority) of Pinellas County, Florida.

6. Ordinances

- a. Ordinance 2019-01: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.

- b. Ordinance 2019-02: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.**
- c. Ordinance 2019-08: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach modifying the annual Capital Improvement Schedule as illustrated in Exhibit A as per Ch. 163.3177(3)(b) F.S.**

7. Resolutions

- a. Resolution 2019-02: A Resolution of the City Commission of the City of St. Pete Beach, Florida, modifying the conditional use granted 22 January 2019 for an off-premise parking lot for the property located at 3815, 3855, 3859 and 3861 Gulf Boulevard; incorporating the conditions outlined herein and providing for an effective date.**
- b. Resolution 2019-03, Providing for the City to become a member of the American Flood Coalition**

8. Items for Discussion

- a. Craig Bachelor's reimbursement request**

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

10. 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.**



PROCLAMATION

WHEREAS, the City of St. Pete Beach includes a growing number of older Americans who enrich our community through their diverse life experiences; and,

WHEREAS, the City of St. Pete Beach and the Area Agency on Aging of Pasco-Pinellas is committed to strengthening our community by connecting with and supporting older adults, their families and caregivers, and acknowledging their many valuable contributions to society; and,

WHEREAS, The City of St. Pete Beach and the Area Agency on Aging of Pasco-Pinellas recognize the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and,

WHEREAS, our community can provide opportunities to enrich the lives of individuals young and old by:

- Promoting home- and community-based services that support independent living;
- Involving older adults in community events and other activities; and
- Providing opportunities for older adults to work, volunteer, learn, lead and mentor.

NOW, THEREFORE, I, Al Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission, do hereby proclaim May 2019 as,

"OLDER AMERICANS MONTH"

And urge every resident to take time this month to recognize older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.



IN WITNESS WHEREOF, I have set my hand and Caused the Seal of the City of St. Pete Beach, County of Pinellas, State of Florida to be affixed this 14th day of May, 2019.

Al Johnson, Mayor



PROCLAMATION

- WHEREAS**, on average, more than 600 people die each year in boating related accidents in the U.S., approximately three fourths of these are fatalities caused by drowning; and
- WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and
- WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and
- WHEREAS**, today's life jackets are more comfortable, attractive and more wearable than styles of years past; and
- WHEREAS**, Flotilla 78 has proudly served the U.S. Coast Guard and St. Pete Beach by teaching boating safety courses, providing vessel safety checks, and patrolling area waters for more than 60 years; and
- WHEREAS**, this year, May 18th through May 24th is "National Safe Boating Week" in the United States and Pass-a-Grille Coast Guard Auxiliary Flotilla 78 encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock; and
- NOW, THEREFORE**, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim May 18 through May 24, 2019 as

"National Safe Boating Week"

Seal:



IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas County, State of Florida, to be affixed this 14th day of May, 2019.

Alan Johnson, Mayor

CITY COMMISSION MEETING

MINUTES

MARCH 26, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

FOR THE GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Melinda Pletcher, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner

ABSENT:

Terri Finnerty, Commissioner - Excused

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer McMahon, Director Parks and Recreation
Vincent Tenaglia, Finance Director
Wesley Wright, Community Development Director

1. Presentations

a. Oath of Office – Doug Izzo/District 2

City Clerk Rebecca Haynes administered the Oath of Office to Mr. Doug Izzo.

b. Oath of Office – Melinda Pletcher/District 4

City Clerk Haynes administered the Oath of Office to Ms. Melinda Pletcher, with her husband and daughter in attendance.

Mayor Johnson introduced Sergeant Rita Ortiz, Pinellas County Sheriff's Office, as the new Community Policing Officer for the City of St. Pete Beach.

c. Presentation to recap the SPB Classic Run

Mimi Chapman provided the statistical information in regard to the 2019 St. Pete Beach Classic Run and thanked the community for its cooperation and support.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

Chris Hollands, 3606 ½ Gulf Boulevard, spoke regarding the benefits of the Gulf Beaches Historical Museum.

Ron Aries, 7800 Boca Ciega Drive, spoke regarding the ongoing streets project, the sewer system, manholes, sewer overflow, and reclaimed water.

4. Consent

- a. Approval of minutes from the following meetings: 01/22/2019 special meeting; 1/22/2019 regular meeting.
- b. Request approval of the application to hang banners over 75th Avenue at Boca Ciega Drive for the Salute to the Military event held April 28, 2019 in Horan Park.
- c. Request to approve the special event application and street closure for the Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 21, 2019.
- d. Request approval of the quote from AutoNation Ford in the amount of \$17,354 for the emergency repair of Rescue 23.
- e. Request authorization to submit a public library construction grant application to the Florida Department of State.

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

5. Action Items

a. PAG Sidewalk between 28th and 30th Avenues

City Attorney Andrew Dickman introduced Mr. Chris Sanders, a real estate attorney, who has been working with Mr. Dickman on several transactions. City Attorney Dickman and Mr. Sanders reviewed the history of the sidewalk, the plat and the dedicated land use; and reviewed the health & safety aspect.

Attorney Dickman recommended to install signage in the sidewalk area and to schedule a public hearing for an upcoming City Commission meeting, with direct notification to all property owners in Blocks 1 and 2 via U.S. mail.

The following individuals spoke in favor of removing the sidewalk:

Kate Brass, Sunset Way
Lindsey Smith, Student with St. Petersburg College
Jack Slosberg, St. Pete Beach

The following individual spoke against removing the sidewalk:

Mr. Zimmerman, 72nd Avenue

Jack Thompson, El Centro, spoke against the sidewalk in his neighborhood.

6. Ordinances

- a. a. Ordinance 2019-06: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending Chapter 82, Traffic and Vehicles of the City of St. Pete Beach, Code of Ordinances, by amending Section 82-137, Posted Restricted Parking Zones of Division 1; amending Section 82-203, Parking Permits of Division 3; providing for conflicts, severability, construction, publication, and an effective date.**

Wesley Wright, Community Development Director, noted that parking on 70th Avenue will be allowed on the north and south side between Sunset Way and Gulf Boulevard, "E" hang tags will be allowed for single-family dwellings with a maximum of two per household, and parking along 8th Avenue will be extended to three hours maximum.

Commissioner Izzo made a motion to approve Item 6(a), Ordinance 2019-06, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, amending Chapter 82, Traffic and Vehicles of the City of St. Pete Beach Code of Ordinances, by amending Section 82-137 of Division 1 of Article III related to posted restricted parking zones; and amending Division 3 of Article III related to Section 82-203, providing for "E" hang tag permits; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by

Commissioner Pletcher and unanimously approved by an individual roll call vote.

7. Resolutions

- a. **Resolution 2019-05 opposing the BRT (Bus Rapid Transit) proposed by the PSTA (Pinellas Suncoast Transit Authority) of Pinellas County, Florida**

Mr. Saunders distributed communication from a PSTA representative to the Commissioners in regard to their 60-foot bus proposal.

It was the consensus of the Commission to submit suggestions to City Attorney Dickman for alternate wording of the resolution for action at the April 9, 2019 Commission meeting.

Mayor Johnson made a motion to table Item 7(a), Resolution 2019-05, to the next Commission meeting. The motion was seconded by Commissioner Friszolowski.

Mayor Johnson called for audience comments.

The following individuals spoke against the BRT proposal:

Tom Rask, unincorporated Pinellas County
Dr. Ed Carlson, South Pasadena
Barb Haseldon, South Pasadena
Pete Franco, South Pasadena
Ms. Lowbitz, South Pasadena

Hearing no further Commission or audience comments, Mayor Johnson called for the vote.

The motion was passed by an individual roll call vote of 3-1, with Commissioner Pletcher voting “no.”

8. Items for Discussion

There were no items for discussion.

9. Audience Comments 2

There were no additional audience comments.

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

City Clerk Haynes did not submit a report.

City Manager Saunders reported on the following items:

- Chalk-Lit Competition March 30th at Horan Park from 10:00 a.m. – 2:00 p.m.
- Upham Beach re-nourishment beginning mid-May

City Attorney Dickman did not submit a report.

Commissioner Pletcher reported on the following item:

- The passing of a long-time community member and volunteer, Lance Peterson, whose memorial will be April 14th from 1:00 p.m. to 4:00 p.m. at the Don Vista Center

Commissioner Friszolowski reported on the following items:

- Bell Vista Home Owners Association's Yard Sale will be March 30th

Commissioner Izzo reported on the following item:

- Blind Pass Construction meeting April 9th at 3:00 p.m. at the Library

Mayor Johnson did not submit a report.

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:05 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING – BUDGET WORKSHOP

MINUTES

APRIL 12, 2019

9:30 A.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 9:30 a.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Rebecca C. Haynes, City Clerk
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Vince Tenaglia, Asst City Mgr./Administrative Services Director
Wesley Wright, Community Development Director

1. Finance Updates

Alex Rey, City Manager, provided an overview of the budget workshop and commented that his objective over the upcoming year is to establish City Commission goals and develop a five-year plan for the City.

Mr. Tenaglia reviewed the following:

- Revenue and expenditures
- Fund Transfers
- Non-spendable items such as inventory and prepaid items
- Restricted funds such as the library endowment
- Assigned funds such as fire capital, library parking, vehicle replacement, compensated absences, encumbrances, and insurance stabilization
- Unassigned balances including discretionary monies

- Building Fund
- Enterprise Funds to include wastewater, reclaimed water and stormwater
- Parking enforcement

2. **FY-2020 Priorities**

Beginning Balances (estimated):

- General Fund: \$7.8 million
- Building Fund: \$310,000
- Capital Improvement Fund: \$1.3 million
- Wastewater Fund: \$1.3 million
- Reclaimed Water Fund: \$625,000
- Stormwater Fund \$960,000

Major infrastructure projects to include:

- Sanitary sewer expansion
- Gulf Boulevard electrical undergrounding
- Library renovations
- ADA compliance matters
- Public safety
- Land Development Code improvements

Public Works Priorities to include:

- Asset management plan for capital planning
- Beaches: dune stabilization, walkovers, footpaths, trash collection
- Emergency Operations Plan
- Parks: resurface sports courts, improve lighting, equipment replacement
- Seawall improvement and/or replacement
- Street analysis, repave & rejuvenate

3. **Capital Improvement Plan**

- Facilities improvement
- Street rehabilitation projects
- Sanitary sewer valve vault replacement
- Warren Webster Community Center foundation
- Fishing piers inspection and rehabilitation
- Fire Stations 22 and 23 upgrades
- Egan Park boat ramp and pier rehabilitation
- Hurley Park restoration
- Tree canopy
- Sanitary force mains and lift stations
- Stormwater and street flooding mitigation

4. Engineering Beautification Concepts

- City Hall sign
- Upham Beach parking lot
- Medal of Honor park
- Beach and historic street signs
- Bicycle racks
- Beach rinse stations
- Seawall engineering
- 8th Avenue brick paving and matching intersections
- 9th Avenue and 10th Avenue intersection renovation
- Gulf Winds and Boca Ciega street paving
- Gulf Boulevard bike and pedestrian paths

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 3:55 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 and road closures for the Surfers for Autism event on July 13, 2019.

Date: May 14, 2019

Prepared By: Jennifer McMahon, Recreation Director

Through: Alex, Rey, City Manager

Summary of Issue: Surfers for Autism is a 501 C 3 non-profit organization that holds grand scale beach festivals for children and young adults with exceptionalities. The event's activities would include surfing, paddle boarding, music, beach games, interactive exhibits, giveaways, fun contests and a raffle. There will be a vehicle and static displays from the Pinellas County Sheriff, St Pete Beach Fire Department and Coast Guard. The request for street closures is Gulf Way from 8th to 11th and 9th and 10th Avenues from Gulf Way to Pass-A-Grille Way on Saturday, July 13, 2019 from 6am-6pm. The event will take place on the closed roadways and the beach located in that area. This is the 6th year this event will take place in St Pete Beach and it is a very well run and organized event. This event was approved as a city co-sponsored event.

Funding: This is a budgeted item. Acct. # 001-5701-521-5325

Requested Motion: "I move to approve the special event application and road closures for Surfers for Autism for July 13, 2019"

Attachments: Application, event information and map

**Reviewed by
City Manager:** AR



City of St. Pete Beach Recreation Department Event Application

Applicant

Name of Applicant: Don Ryan Title (if applicable): President, COO

Name of Organization (if applicable): Surfers For autism, Inc

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

Mailing Address: 7899 Santa Fe Trail Boca Raton, FL 33487

Cell Phone: 561.445.7154 Email: surferforautism@live.com

Event Information

Event Title: 8th Annual Suncoast Beach Festival Event/Organization Web Address: surfersforautism.org

Event Location(s): Pass-A-Grille Beach - Site plan attached
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
<u>7-13-19</u>	<u>Saturday</u>	<u>9am</u>	<u>4pm</u>

Set Up Date(s): 7/7/18 Time(s) 7am to 9am
Cleanup Date(s): 7/7/18 Time(s) 4pm to 6pm

Description of Event: Beach/Surf event for special needs kids and young adults

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

Event Logistics

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

List all event activities: Surfing, Paddleboarding, Beach Games, Music, Lunch

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? 1 Size: 10 yd Installation Date: Removal Date:

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

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

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

Fire Department Union

List all other vendors (art, crafts, clothes, etc) No Vending or selling of wares

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.

All tents are 10x10 please see attached site plan

Stage/Platforms: Please list dimensions, scaffolding, etc and Include location on the site plan
NO

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 Please See Attached	Start Intersection Road Closure Plan	End Intersection	Date	Times
9 th + 10 th Gulf Way	PAG WAY 11 th	Gulf Way 8 th	7/13/19 7/13/19	6A - 6P

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).

10 Barricades

Cones

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 within the City of St. Pete Beach may result in a denial of my request.

Print Name

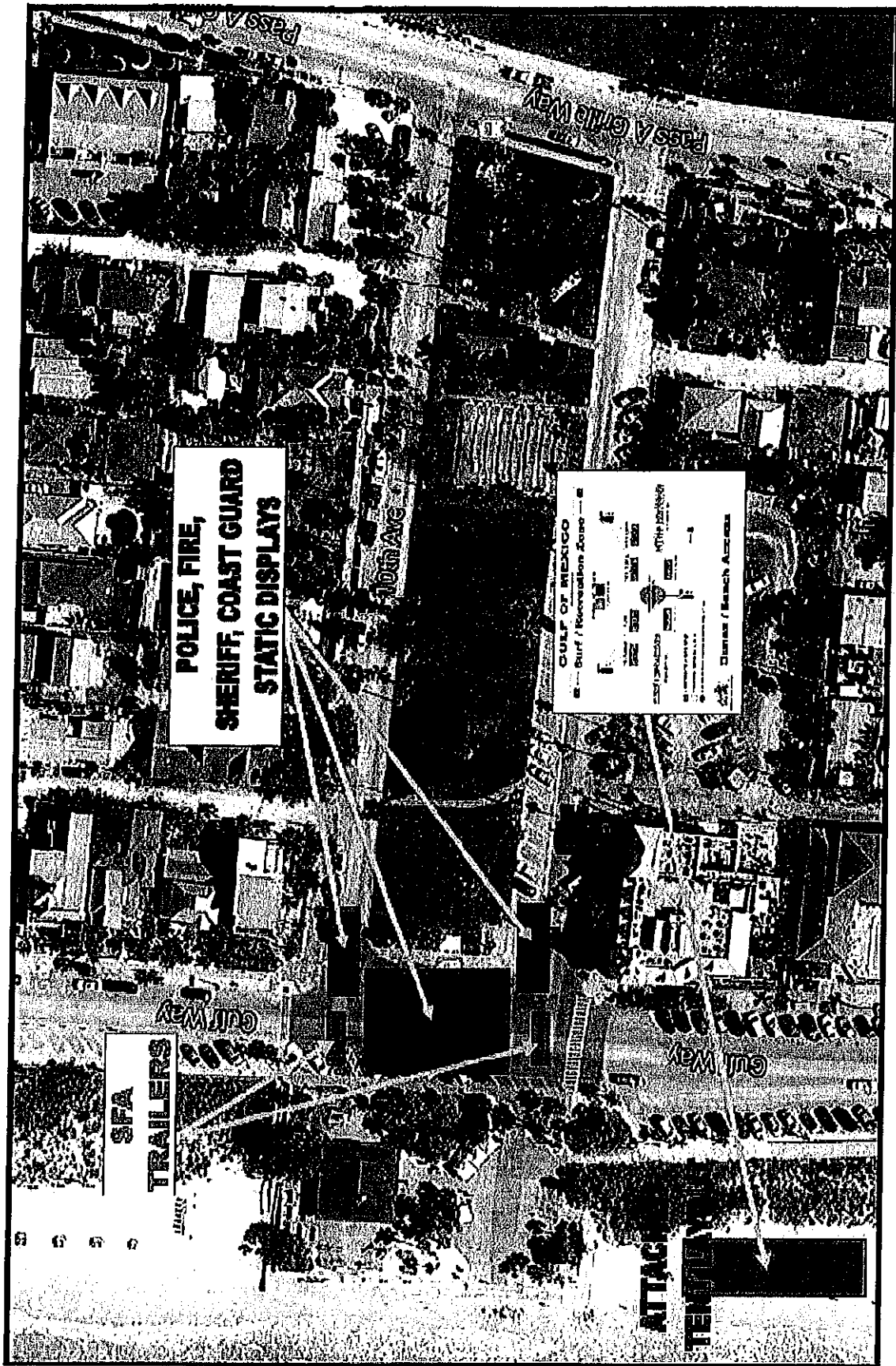
1 Don C. Ryan
SURFERS FOR Autism, Inc.
Corporation Name (if applicable)

Signature

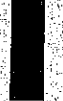
Date



PASS-A-GRILLE SITE PLAN



PAG Street Closures

 = Barricade

Paradise Grille

11th Ave

Havana Inn

Gulf Beaches Historical Museum



Island Life/
Art by McKoy



10th Ave



9th Ave



Hurricane Seafood



Galene's Paradise

Keystone



Sea Horse



Sun Coast Pipette Repair



Brass Monkey



Evander Preston Contemporary Jewelry...



Merry Pier





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8015352919C-6	04/30/2015	04/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SURFERS FOR AUTISM INC
7899 SANTA FE TRL
BOCA RATON FL 33487-1529

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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: 4/9/18

NAME OF EVENT: 9th Annual Suncoast Surfers For Autism Beach Festival

LOCATION: Pass A Grille, St Pete Beach

DATE(S): 7/13/19

HOURS: 9am-4pm

PURPOSE (Why is the event being produced?):

A festival to provide a safe, fun, judgment free environment for children and young adults with exceptionalities.
The therapeutic benefit, of activities in the water to individuals within the autism spectrum is ground breaking.

IS THIS EVENT A FUNDRAISER? ☐ YES ☒ NO

IF YES, WHAT IS THE EXPECTED PROFITS FROM THE EVENT AND WHO BENEFITS FROM THEM? While the event is not a fundraiser, we do have a fundraising portion of it. The money raised helps us to hold our events free for the families. We are a non profit.

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: Surfers For Autism Inc

TYPE OF ORGANIZATION: ☐ Profit ☒ Non-Profit

ADDRESS: _____

CITY: _____ STATE: FL ZIP: _____

AUTHORIZED PERSON IN CHARGE: _____

PHONE: Work: _____ Home/Cell: _____ Fax: _____

E-MAIL: _____

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?

Surfers For Autism is asking that all permit application and property rental fees associated with an event of this type be waived, required fire rescue and law enforcement detail fees be waived, (if applicable) the use of a city dumpster and trash removal and city barricades to assist in street closures and traffic control.

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: _____ Number of officers needed _____

Estimated Cost \$ _____

☐ Special Rescue during the event

For office use only:

Total event hours _____ Expected attendance: _____ Number of Rescue units needed _____

Estimated Cost \$ _____

☒ Barricades
Number requested 10

☐ Orange Cones
Number requested _____

☐ Trash Bins
Number Requested _____

☐ 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 City Commission
Agenda Report**

Issue Considered: Request to approve the special event application, street closure and wet zone for the St. Pete Beach 5K Series scheduled for June 21, July 19 and August 16, 2019.

Date: May 14, 2019

Prepared By: Jennifer McMahon, Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: This event includes health and fitness vendors, 5K on the beach, awards and post party on Pass-a-Grille Park. The event requests that 9th Avenue be closed from Pass-a-Grille Way to Gulf Way from 4-9:30 pm on June 21, July 19 and August 16, 2019. Alcohol would be restricted to the enclosed area on 9th Ave. Street closures and alcohol consumption on public street need the approval by commission.

Funding: 001-5701-521-5325

Requested Motion: “I move to approve the special event application, street closure and wet zone for the St. Pete Beach 5K Series scheduled for June 21, July 19, August 16, 2019.”

Attachments: Event application and map

**Reviewed by
City Manager:** 



City of St. Pete Beach Recreation Department Event Application

Applicant

Name of Applicant: Barbara Childs Title (if applicable): St. Pete 5k Beach Race Series

Name of Organization (if applicable): St. Pete Road Runners

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

Mailing Address: P.O. Box 14516, St. Petersburg, FL 33733

Cell Phone: 813-414-3634 Email: president@sprr.org

Event Information

Event Title: St. Pete Beach 5k Race Series Event/Organization Web Address: www.sprr.org

Event Location(s): On the Beach, 9 Ave, beside Hurricane Restaurant for post race Awards

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
<u>06/21/19</u>	<u>Friday</u>	<u>6:00pm</u>	<u>9:00pm</u>
<u>07/19/19</u>	<u>Friday</u>	<u>6:00pm</u>	<u>9:00pm</u>
<u>08/16/19</u>	<u>Friday</u>	<u>6:00pm</u>	<u>9:00pm</u>

Set Up Date(s): 06/21, 07/19, 08/16 Time(s) 3:00pm to 9:00pm

Cleanup Date(s): 06/21, 07/19, 08/16 Time(s) 8:30pm to 9:00pm

Description of Event: Family event. Running/walking race on the beach followed by post race celebration and awards ceremony

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 6/19/20, 7/17/20, 8/14/20

Event Logistics

Estimated Attendance 300 300
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: Run/walk on beach, kids fun run prior to race, post race awards ceremony, buffet, DJ, kids activities

Electricity Needed ☒ Yes ☐ No Source: the Hurricane

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) DJ

Parking Plan (please be detailed and include on site map): Paid parking on street for all participants

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
Buffet provided by the Hurricane Restaurant and donated beer.

List all other vendors (art, crafts, clothes, etc) Unknown at this time, will be sporting vendors present to be decided closer to event

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.*

One 10 x 10 tent

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan
None

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
9th Ave	9th Ave and Gulf Way	9th Ave and Pass-A-Grille Way	06/21/19	3:00pm - 9:00pm
9th Ave	9th Ave and Gulf Way	9th Ave and Pass-A-Grille Way	07/19/19	3:00pm - 9:00pm
9th Ave	9th Ave and Gulf Way	9th Ave and Pass-A-Grille Way	08/16/19	3:00pm - 9:00pm

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.

None

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

4 Barricades

20 Cones

6 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 within the City of St. Pete Beach may result in a denial of my request.

B. CHILDS

Print Name

B. Childs

Signature

ST. PETE ROAD RUNNERS

Corporation Name (if applicable)

05/04/18

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: 5/4/18

NAME OF EVENT: St. Pete Road Runners 5k St. Pete Beach Race Series

LOCATION: On the beach and 9th Ave beside the Hurricane Restaurant

DATE(S): 06/21/19, 07/19/19, 08/16/19

HOURS: 6:00pm - 9:00pm

PURPOSE (Why is the event being produced?):

Running/walking race, promote healthy lifestyle and improve fitness of local community

Annual event at this location for past 8 years

IS THIS EVENT A FUNDRAISER? ☒ YES ☐ NO

IF YES, WHAT IS THE EXPECTED PROFITS FROM THE EVENT AND WHO BENEFITS FROM THEM? To raise funds for our annual high school scholarship award to local high school runners

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: St. Pete Road Runners

TYPE OF ORGANIZATION: ☐ Profit ☒ Non-Profit

ADDRESS: P.O. Box 14516

CITY: St. Petersburg STATE: FL ZIP: 33733

AUTHORIZED PERSON IN CHARGE: Barbara Childs

PHONE: Work: _____ Home/Cell: 813-414-3634 Fax: _____

E-MAIL: president@sprr.org

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?

To provide needed emergency care for participants and ensure safety for race and after awards presentation and celebration.

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: _____ Number of officers needed _____
Estimated Cost \$ _____

☒ Special Rescue during the event

For office use only:
Total event hours _____ Expected attendance: _____ Number of Rescue units needed _____
Estimated Cost \$ _____

☒ Barricades
Number requested 4

☒ Orange Cones
Number requested 20

☒ Trash Bins
Number Requested 6

☐ 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)

SITE MAP - ST PETE ROADRUNNERS
BEACH 5K SERIES

PASS-A-GRILLE PARK & THE HURRICANE
RESTAURANT, ST. PETE BEACH

10th AVENUE

SHUFFLE BOARD

PASS-A-GRILLE
PARK

← [P] = PORTABLE TOILETS

← TEMPORARY FENCING WILL BE USED
TO CONTAIN ALCOHOLIC BEVERAGES

9th AVE

HURRICANE
PARKING
LOT

ALLEYWAY

HURRICANE

BUFFET ON PORCH

GULF
WAY

NORTH

PARADISE
GRILLE

BEACH
ACCESS

SIDG WALK

BUS STOP
SIDEWALK
BUS SHELTER

[P] [P] [P] [P]

VENDOR/
SPONSOR
TENTS
(# TBA)

[P] [DJ]

BARRICADE TO CLOSE 9th AVE



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013943241C-8	11/30/2017	11/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ST PETE ROAD RUNNERS INC
2400 FEATHER SOUND DR APT 326
CLEARWATER FL 33762-3089

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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

Issue Considered: Request approval of the cost proposals from Pinellas County to remove the signalization mast arms, base, and all related signalization equipment at the 21st Avenue and Pass-a-Grille Way Intersection (\$13,000.00), Corey Avenue at Blind Pass Road (\$18,000.00) and Corey Avenue at Boca Ciega Drive (\$18,000.00), utilizing the existing Interlocal Agreement between the City and Pinellas County.

Date: May 14, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Approximately two years ago the signals at these three intersections were converted to flashing red lights with 4-way stop signs. During the past two years traffic has become normalized and the public has grown accustomed to the 4-way stop. Therefore, the signals are no longer necessary and there is no reason to continue to pay the annual maintenance and electricity costs. The City of St. Pete Beach has an Interlocal Service Agreement for Traffic Control Signals and Related Devices and under that agreement the County has provided three cost proposals for the removal of signals, signal mast arms, and all associated equipment at these three intersections. The City will save approximately \$20,000.00 by utilizing Pinellas County to remove the signalization equipment.

Funding: Street Maintenance – Professional & Contractual
001-6103-541-5310

Requested Motion: “I move to approve the cost proposals from Pinellas County to remove the signalization mast arms, base, and all related signalization equipment at the 21st Avenue and Pass-a-Grille Way Intersection (\$13,000.00), Corey Avenue at Blind Pass Road (\$18,000.00) and Corey Avenue at Boca Ciega Drive (\$18,000.00), utilizing the existing Interlocal Agreement between the City and Pinellas County.”

Attachment: Proposal from Pinellas County
Interlocal Agreement
Quotes for signals on 21st and Corey Avenue

Reviewed by the City Manager: AR

**INTERLOCAL SERVICE AGREEMENT
FOR
TRAFFIC CONTROL SIGNALS AND RELATED DEVICES**

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, hereinafter the "COUNTY", and the CITY of ST PETE BEACH, hereinafter the "CITY", as political subdivisions of the State of Florida.

WITNESSETH, that:

WHEREAS, this Agreement is made pursuant to Section 125.0101, and Section 163.01, Florida Statutes (2017); and

WHEREAS, the CITY has traffic control authority to carry out matters within CITY limits, as authorized by Section 316, Florida Statutes (2017); and

WHEREAS, the CITY and COUNTY recognize that maintaining traffic control signals and related devices in a uniform and systematic manner optimizes public resources, while providing enhanced safety, security, reliability, and consistent operation of such devices; and

WHEREAS, the CITY requires qualified comprehensive services for traffic control signals and related devices located within their municipal limits; and

WHEREAS, the COUNTY has the knowledge, skills, and established fully-operational and competently staffed traffic signal and sign shops, and is willing to provide services to the CITY on a reimbursement basis, and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION 1: SERVICES BY THE COUNTY

- 1.1 The COUNTY will provide a comprehensive maintenance management program comprised of the following described services, for traffic control signals and related devices situated within corporate limits, in a manner consistent with the requirements of the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; maintenance practices prescribed by the International Municipal Signal Association (IMSA); operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended; construction requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; and as supplemented by Pinellas County Public Works Department Standard Technical Specifications for Roadway and Related Construction, which shall not conflict with the aforementioned standards.

These services will be provided in a timely manner, without prior notice to, or prior authorization from, the CITY. Professional Services, including but not limited to engineering and architectural design, are not provided through this Agreement.

1.2 Basic Maintenance Services: Maintenance activities, as generally described below, are included in the annual compensation for each device and location identified in Appendix "A."

1.2.1 Preventive Maintenance: Periodic evaluation, general maintenance, and routine repairs performed at regularly scheduled intervals, to maintain the integrity of the installation, and minimize failures and malfunctions.

1.2.2 Response Maintenance: In response to report or notification of a failure or malfunction, the COUNTY will evaluate, repair or replace equipment, components, and devices which have failed or malfunctioned as a result of normal wear and tear and/or obsolescence, in order to restore normal operation.

1.3 Enhanced Repair Services: Evaluation, repair or replacement of damaged equipment and components, or other services necessary to restore normal operation and compliance with the standards described in Section 1.1, resulting from casualty, collision, significant weather event or declared disaster, or by the willful and/or negligent actions of others. These services will be performed in a timely manner, in response to report or notification of failure, malfunction, or damage, without prior notice to, or prior authorization from, the CITY. These services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for each device and location identified in Appendix "A"; they will be invoiced to the CITY separately according to compensation rates identified in Appendix "B", unless such damages are the result of the actions of COUNTY personnel or its contractors.

1.4 Optional Additional Services: At the request of the CITY or FDOT, and acceptance of the COUNTY'S proposed work schedule, these services may be performed at the option of the COUNTY, on a case-by-case basis, resources and schedules permitting. Optional Additional Services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for devices and locations identified in Appendix "A". Such Services will be invoiced to the CITY separately according to compensation rates identified in Appendix "B". As professional services are not offered by this Agreement, the CITY may be required to provide engineering design plans for certain installations and modifications to be performed by the COUNTY.

1.4.1 Operational changes or modifications to existing devices and locations, which require the installation of additional equipment, components, and/or devices, or the removal of equipment, components, and/or devices.

1.4.2 Relocation or removal of equipment, components, or devices, as specifically requested and authorized by the CITY.

- 1.4.3 New installation of intersection control flashing beacons, roadside warning flashers, school zone beacons, pedestrian crossing signals, speed advance warning devices (speed check/speed feedback), and similar devices.
- 1.4.4 Installation, modification, or maintenance of signs and/or pavement markings and related materials.
- 1.4.5 Installation, modification, or removal of internally illuminated street name signs, blank-out signs, or other overhead mounted electrical information or guide signs.
- 1.4.6 Intersection and Roadway Lighting repair or maintenance activities.
- 1.4.7 Installation, modification, repair, or removal of other devices, components, or equipment, or at locations not specifically listed in Appendix "A".

SECTION 2: COMPENSATION

- 2.1 For services described in Section 1 above, the CITY shall pay compensation to the COUNTY, in accordance with Sections 218.70-218.80, Florida Statutes (2017), for each of the following described devices, at locations identified in Appendix "A":
 - 2.1.1 Fully signalized intersections, fire pre-empt signals, pedestrian mid-block signals, HAWK signals, or any traffic control device which operates, or is capable of operating, as a fully functional traffic control signal displaying vehicle and/or pedestrian indications, and which have comparable service requirements.
 - 2.1.2 Emergency fire pre-emption devices - Specialized equipment at fire stations, on fire trucks, or attached to traffic control signals, which are utilized to assign priority to approaching fire truck equipped with the appropriate emitter device.
 - 2.1.3 Specialized Equipment/Components – Equipment, components, or devices connected to traffic control signals, which have specialized inventory and service requirements (example: audible pedestrian signals).
 - 2.1.4 Intersection control beacons; roadside school zone beacons, warning flashers, pedestrian/school crossing flashers – These devices display flashing warning lights in a specified direction, and have comparable service requirements.
 - 2.1.5 Speed advance warning devices (Speed check/speed feedback signs) - Roadside electronic signs displaying the speed of an approaching vehicle.
- 2.2 In cooperation with the CITY, the COUNTY will annually update and reissue Appendix "A" to reflect the CITY's devices and locations. The revised Appendix "A" will be finalized by the COUNTY, and provided to the CITY prior to October 1st of each year. Appendix "A" will be updated and reissued during the year on an as-needed basis, to reflect additions and deletions of devices.

- 2.3 Concurrent with the COUNTY fiscal year, which begins October 1st, compensation rates shall be adjusted annually based on the realized costs to the COUNTY from the previous completed fiscal year. Accordingly, the COUNTY will update and reissue Appendix "B" to reflect the revised annual compensation rates, which will be provided to the CITY prior to October 1st of each year. The first adjustment under this Agreement will take effect on October 1, 2019, and then annually thereafter for the life of this Agreement.
- 2.4 The CITY shall make semi-annual payments to the COUNTY for the previous 6-month maintenance period, for all devices and locations identified in Appendix "A", according to compensation rates identified in Appendix "B". Semi-annual maintenance periods shall be October through March, and April through September.
- 2.5 Compensation for devices and locations added during the maintenance period will be prorated based on the number of days such devices and/or locations are covered by this Agreement.
- 2.6 Compensation for devices and locations removed or transferred during the maintenance period will be prorated based on the number of days such devices and/or locations were covered by this Agreement prior to removal or transfer.
- 2.7 Invoices for Enhanced Repair Services and Optional Additional Services will be submitted to the CITY in sufficient detail for proper pre-audit and post-audit thereof.
- 2.8 Should this Agreement be terminated by either party, Final Invoice will include all services provided prior to termination.

SECTION 3: CITY RESPONSIBILITIES

- 3.1 The CITY agrees that any and all work involving devices and locations identified in Appendix "A" shall be performed by, or coordinated with, the COUNTY. The CITY shall not itself perform, or contract with others to perform, any work involving or affecting devices identified in Appendix "A", without the prior authorization of the COUNTY. The CITY shall have the right to perform, or to contract with others to perform, work on any device identified in Appendix "A" in any instance where the COUNTY fails to maintain a device in accordance with the terms provided herein after ten (10) days written notice to the COUNTY of said default and opportunity to cure. If the CITY performs the work, the CITY shall be responsible for said work.
- 3.2 As a condition of this Agreement, devices and equipment installed or modified by the CITY or its contractors must comply with the standards identified in Section 1.1 above.
 - 3.2.1 In addition to any inspections by others, as may be required by permit or construction contract, and prior to close-out of such permit or construction contract, the CITY shall request a COUNTY Traffic Control Devices Review. Any issues noted during the Traffic Control Devices Review will be reported directly to the CITY.

- 3.2.2 The Traffic Control Devices Review is prerequisite to COUNTY acceptance of the installation for maintenance under this Agreement, and is made for this sole purpose. As such, it shall not interfere with or replace any inspection made for any other purpose. Acceptance of an installation for maintenance shall be at the sole discretion of the COUNTY; such acceptance shall not be unreasonably withheld.
- 3.3 The CITY will provide timely written requests to the COUNTY as needed, for additions or deletions to Appendix "A". The CITY shall ensure that all devices and locations, for which COUNTY maintenance services are required, are reflected on Appendix "A"; the COUNTY shall not be responsible for maintenance of devices or locations not properly identified on Appendix "A".
- 3.4 The CITY is responsible to contract separately for construction of new traffic signals, as well as the installation, replacement, painting, and structural repair of all concrete strain poles, steel strain poles and mast arm structures.
- 3.5 The CITY is responsible for electrical power service and communications costs incurred in connection with the operation of CITY traffic control devices.
- 3.6 The CITY shall be solely responsible for any and all standards, requirements, installation, operation, maintenance, removal of red light running cameras and similar devices.
- 3.7 The CITY is responsible for making claims for recovery of CITY expenses from third-parties, resulting from casualty, collision, significant weather event or declared disaster, or the willful acts and/or negligent actions of others, for devices and locations identified on Appendix "A".

SECTION 4: RECORDS AND REPORTS, NOTICES AND OTHER CORRESPONDENCE

- 4.1 All maintenance activities and operational changes will be recorded in a Maintenance Log.
- 4.2 The COUNTY will provide the FDOT with annual reports of maintenance activities for devices on state and federal roads, as required by the FDOT Traffic Signal Maintenance and Compensation Agreement between the FDOT and CITY.
- 4.3 Records and Reports made and maintained under the terms of this Agreement shall be made available to the CITY at all times during the term of this Agreement, and for three (3) years after final payment for services pursuant to this Agreement is made. Records include general accounting records, supporting documents, COUNTY records from all subcontractors performing work, and all other records of the COUNTY considered necessary by the CITY for proper audit of costs and services. These records will be furnished to the CITY in a timely manner, in response to written request.
- 4.4 The parties agree to comply with all applicable provisions of Section 119, Florida Statutes (2017).

- 4.5 **INVOICES AND PAYMENTS:** Invoices and payments required by this Agreement, to be given by either party to the other, shall be sent to the following respective addresses:

COUNTY:	Attention:	Accounts Receivable
	Title:	Pinellas County Utilities
	Address:	P.O. Box 1780
		Clearwater, Florida 33757-1780

CITY:	Attention:	Mike Clarke
	Title:	Public Services Director
	Address:	City of St Pete Beach
		155 Corey Avenue
		St Pete Beach, Florida 33706

- 4.6 **NOTICES AND OTHER CORRESPONDENCE:** Unless otherwise specified herein, all Notices and correspondence, with the exception of invoices and payments, as may be required by law or by this Agreement to be given by either party to the other, shall be in writing, and shall be sent by certified/registered mail to the following respective addresses:

COUNTY:	Attention:	Ken Jacobs
	Title:	Public Works Transportation Division Director
	Address:	22211 US 19 North
		Building # 1
		Clearwater, Florida 33765

CITY:	Attention:	Mike Clarke
	Title:	Public Services Director
	Address:	City of St Pete Beach
		155 Corey Avenue
		St Pete Beach, Florida 33706

SECTION 5: MISCELLANEOUS PROVISIONS

- 5.1 This Agreement does not affect jurisdiction, ownership, or traffic control authority.
- 5.2 Nothing herein shall be construed to create any third-party beneficiary rights in any person not specifically party to this Agreement, or to increase the liability of the COUNTY or the CITY under any theory.
- 5.3 Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, or any similar provision of law, by either the COUNTY or the CITY.
- 5.4 The CITY agrees to defend, indemnify, and hold the COUNTY, its employees, officers, elected and appointed officials, and volunteers (collectively, the "Indemnified Parties") harmless, to the extent allowed under law, from all claims, loss, damage and expense, including attorneys' fees and costs on appeal, arising from the conduct of the CITY and persons employed or utilized by the CITY in any way related to the performance of this Agreement.
- 5.5 In the event the CITY places or has placed a red light running camera on a traffic control device maintained by the COUNTY, the CITY voluntarily assumes all risk of accidents, injuries and damages to any person or property, and hereby releases and discharges the Indemnified Parties from every claim, liability and demand of any kind, or in any way related to the red light running cameras. The CITY shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, including attorneys' fees, judgments, losses, assessments, reimbursement and damages (collectively, "Claims"), whether or not a lawsuit is filed, which Claims have arisen out of or in connection with, in whole or in part, the red light running cameras, notwithstanding that such Claims were alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties. The duty to defend is independent and separate from the duty to indemnify, and the duty exists regardless of any ultimate liability of the CITY, Indemnified Parties, or any third party. The duty to defend arises immediately upon presentation of a Claim by any party to the CITY or Indemnified Parties.
- 5.6 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Should any section, sentence or clause of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, no other provision hereto shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
- 5.7 This Agreement shall be binding upon the parties, their successors and legal representatives until terminated.

SECTION 6: EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 This term of this Agreement shall be begin October 1, 2018, concurrent with the beginning of the COUNTY fiscal year, and shall remain in effect for a period of ten (10) years, thereby terminating on September 30, 2028, unless extended by mutual agreement, or terminated under other provisions of this Agreement.
- 6.2 This Agreement may be amended by the mutual written approval of the parties hereto, and may be terminated by either party upon thirty (30) days written notice to the other party, as provided herein. In lieu of automatic termination upon thirty (30) days from the date of receipt of a termination notice, either party may specify a distinct termination date in a termination notice; such termination date shall be effective so long as it is subsequent to thirty (30) days from the date of receipt of a termination notice when this Agreement would otherwise terminate.
- 6.3 Obligations under this Agreement, which by their nature should survive, will remain in effect after termination of the Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, and have affixed their official seals hereto.

PINELLAS COUNTY

by and through its County Administrator

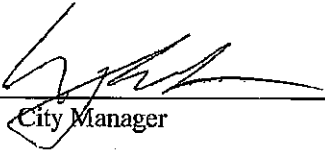
By: Barry Burton
Barry A. Burton, County Administrator

APPROVED AS TO FORM:

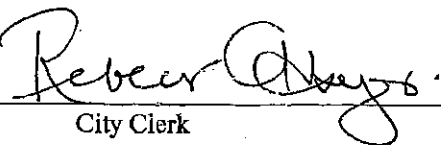
By: [Signature]
Office of County Attorney

CITY OF ST PETE BEACH

By: 
Mayor

By: 
City Manager

ATTEST:

By: 
City Clerk

Reviewed and Approved:

By: 
City Attorney

(SEAL)

APPENDIX A - ST PETE BEACH

Signal Number	Municipality Responsibility	Fully Signalized Intersection	Pedestrian Mid-block Signal	Fire Pre-emption Signal	Flashing Signal-School, Pedestrian or Warning	Fire Pre-emption Device	Speed Feedback Sign	Audible Pedestrian Devices	Total
	FY19 Rates	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 441.00	\$ 441.00	\$ 800.00	
SC-325	82nd Ave just west of Blindpass Rd						\$ 441.00	\$ 441.00	
SC-326	84th Ave just west of Blindpass Rd						\$ 441.00	\$ 441.00	
SC-327	87th Ave just west of Blindpass Rd						\$ 441.00	\$ 441.00	
SC-328	85th Ave & Boca Ciega Dr						\$ 441.00	\$ 441.00	
F-12	FLASHING SIGNAL/SCHOOL, PEDESTRIAN OR WARNING								
F-45	GULF WINDS DR & 64th AVE				\$ 500.00			\$ 500.00	
975	GULF BLVD & 79th AVE				\$ 500.00			\$ 500.00	
976	BOCA CIEGA DR & COREY AVE (74th AVE)				\$ 500.00			\$ 500.00	
995	BLIND PASS RD & COREY AVE (74th AVE)				\$ 500.00			\$ 500.00	
	PASS-A-GRILLE WAY & 21st AVE				\$ 500.00			\$ 500.00	
MB-663	SOLAR -RADIO CONTROLLED PEDESTRIAN MID-BLOCK								
	BLIND PASS RD & MULLIGAN'S PLAZA				\$ 500.00			\$ 500.00	
		\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 1,764.00	\$ -	\$ 4,764.00
									\$ 2,382.00

Total Due for
Oct 2018 - Mar 2019

APPENDIX B

Annual Traffic Maintenance Rates Per Location

October 1, 2018

Fully Signalized Intersection	\$ 4,500.00
Pedestrian Mid-block Signal	\$ 4,500.00
Fire Preemption Signal	\$ 4,500.00
Flashing Signal, School, Pedestrian or Warning	\$ 500.00
Fire Preemption Devices at a Fully Signalized Intersection	\$ 441.00
Speed Feedback Signs	\$ 441.00
Audible Pedestrian Devices	\$ 600.00
Signal Maintenance and Additional Services	
Hourly Technician / Vehicle Costs	\$ 81.76
Sign Maintenance and Additional Services	
Hourly Technician / Vehicle Costs	\$ 69.00

**BOARD OF COUNTY
COMMISSIONERS**

Jay J. Beyrouti
Dave Eggers
Pat Gerard
Charlie Justice
Janet C. Long
Karen Williams Seel
Kenneth T. Welch



October 25, 2018

Mike below is an estimate of cost to remove the traffic signal equipment at 21st & Pass-a-Grille.

County:

Remove all signal pull boxes
Remove all signal heads / internally illuminated signs on masts
Remove all pedestrian related equipment
Break up pedestrian concrete base 1' underground
Remove Signal cabinet and concrete pad.
Remove service pole with all meter equipment
Remove Mast arms (uprights and arms) and dispose
Break up mast arm bases to 2' below surface

St. Pete Beach:

Have Duke Energy totally disconnect service wire to service pole
Pick up any broken up concrete from mast arms, ped. signals, signal cabinet pad, sidewalk if needed.
Site restoration as needed to include new sidewalk concrete if needed.
Backfill holes for mast arm bases, ped poles, and pull boxes

4 Tech's per day
3 trucks per day
1 day crane / lowboy

Mike, the above should take us 5 days to complete...a high estimate is \$13,000 for all listed above but should come in lower...this should also give you (and us) an idea on the next 2 intersections on Corey we talked about the other day.

Pinellas County Public Works
22211 U.S. Hwy. 19 North, Bldg. 1
Clearwater, FL 33765
Main Office: (727) 464-8900
V/TDD: (727) 464-4062
www.pinellascounty.org

**BOARD OF COUNTY
COMMISSIONERS**

Jay J. Beyrouti
Dave Eggers
Pat Gerard
Charlie Justice
Janet C. Long
Karen Williams Seel
Kenneth T. Welch



March 21, 2019

Mike Clarke
Public Works Director
St. Pete Beach, FL 33706

Mike,

Here is an estimate of cost to remove the traffic signal equipment at the intersections of Corey Ave. & Boca Ciega, Corey Ave. & Blindpass Blvd.

The County will provide the following services:

- Remove all signal pull boxes
- Remove all signal heads / internally illuminated signs on masts
- Remove all pedestrian related equipment
- Break up pedestrian concrete base 1' underground
- Remove Signal cabinet and concrete pad.
- Remove service pole with all meter equipment
- Remove Mast arms (uprights and arms) and dispose
- Break up mast arm bases to 2' below surface
- 4 Tech's per day
- 3 trucks per day
- 1 day crane / lowboy

The above estimate of is \$18,000.00 per intersection listed above

St. Pete Beach Public Works agrees to provide the following services:

- Have Duke Energy totally disconnect service wire to service pole
- Pick up any broken up concrete from mast arms, ped. signals, signal cabinet pad, sidewalk if needed.
- Site restoration as needed to include new sidewalk concrete, pavers if needed.
- Backfill holes for mast arm bases, ped poles, and pull boxes

Sincerely,

Jeffrey Dyar
Sign & Signal Operations Manager
Pinellas County Department of Public Works

Pinellas County Public Works
22211 U.S. Hwy. 19 North, Bldg. 1
Clearwater, FL 33765
Main Office: (727) 464-8900
V/TDD: (727) 464-4062
www.pinellascounty.org

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

Issue Considered: Request approval of Change Order #15 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$25,167.82.

Date: May 14, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: This Change Order is for the excavation and repair by replacement of a damaged section of sanitary sewer pipe between 10th and 11th Avenues. This section of pipe was not scheduled for replacement in the design because earlier video during design showed it to be in satisfactory condition and capable of being lined at a future date. However, since the video is several years old and to be certain there are no defects requiring repair, the City requested new video of the pipe to verify its current condition. New video shows this section of pipe has a defect not able to be lined and is in need of replacement. This Change Order authorizes the repair prior to final paving so that the City does not have to cut the new asphalt to make the repair at a later date.

Funding: CIP-Inflow and Infiltration
101-6107-535-5633

Requested Motion: “I move to approve Change Order #15 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$25,167.82.”

Attachment: Change Order #15

Reviewed by the City Manager: 



CHANGE ORDER NO. 15

PROJECT IDENTIFICATION:

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

CONTRACTOR: Gibbs and Register, Inc.

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

The Contract is changed as follows:

1. *Additional scope of work for: WASTEWATER – COR 42.2 Sanitary Sewer Repair 10TH to 11TH - REPLACE PARTIAL RUN – Three (3) additional days – The changes shall be made as described in G&R's price proposals COR 42.2 . Three (3) additional contract days.*
\$25,167.82

Total Addition to Contract Sum (WASTEWATER)	\$ 25,167.82
Contract Sum with prior approved Change Orders was:	\$ 10,359,515.20
The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of:	\$ 25,167.82
The new Contract Sum, including this Change Order, will be	\$ 10,384,683.02
The Contract Time will be changed as follows:	+ 3 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 Three (3) calendar days to the Contract Time.

CHANGE ORDER NO. 15

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Brett Warner

Name: MARK BATEMAN

By: _____

Title: CFO

Name: Mike Clarke

Date: 4/18/19

By: _____

Name: Vincent Tenaglia

By: _____

Name: Alex Rey

Date: _____

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

Issue Considered: Request approval of the services agreement with Bayshore Construction, Inc. for Dune Walkover and Boardwalk Rehabilitation and Replacement, on an as-needed basis for the services listed in the contract, in an amount not to exceed the City's Operational and Capital budget for like services, additionally approving the utilization of this agreement for the Dune Walkover Replacements at 12th Ave and 16th Ave, in the amount of \$49,734.00.

Date: May 14, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Ray, City Manager

Summary of Issue: Pinellas County manages a dune walkover replacement program. The walkovers at 12th and 16th Avenues in Pass-A-Grille were identified and approved as being in need of replacement due to sand dune movement. This program is 100% grant funded. The contract with Bayshore Construction, Inc. was procured by Pinellas County. The City and the Contractor agree to piggyback that contract for services to St. Pete Beach.

Funding: Grant Funded

Requested Motion: "I move to approve the services agreement with Bayshore Construction, Inc. for Dune Walkover and Boardwalk Rehabilitation and Replacement, on an as-needed basis for the services listed in the contract, in an amount not to exceed the City's Operational and Capital budget for like services, additionally approving the utilization of this agreement for the Dune Walkover Replacements at 12th Ave and 16th Ave, in the amount of \$49,734.00."

Attachment: Bayshore Construction, Inc. Contract
Pinellas County Contract

Reviewed by the City Manager: AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Dune Walkover and Boardwalk Rehabilitation and Replacement

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

WHEREAS, Contractor is currently under contract with Pinellas County for Boardwalk Replacement, John Chestnut Sr. Park (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

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 PC Contract 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 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:

Bayshore Construction, Inc.
 Attn.: Doug Martin
 22475 Panther Loop
 Bradenton, FL 34202

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.

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.

Bayshore Construction, Inc.

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

 Andrew Dickman
 City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

 Rebecca C. Haynes
 City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

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



Staff Report

File #: 17-2207A, Version: 1

Agenda Date: 4/10/2018

Approved by the Board of County Commissioners on 4/10/2018

Subject:

Award of bid to Bayshore Construction, Inc. for the boardwalk replacement project at John Chesnut Sr. Park.

Recommended Action:

Reject the bid from Tampa Bay Marine, Inc. on the basis of being non-responsive for not meeting pre-qualification requirements.

Approval of the award of bid to Bayshore Construction, Inc., for boardwalk replacement, John Chesnut Sr. Park.

Contract no. 178-0163-CP (RG); PID No. 000039A; in the amount of \$1,998,214.50 on the basis of being the lowest responsive, responsible bid received meeting specifications. All work is expected to be completed within 450 consecutive calendar days. Authorize Chairman to sign and Clerk of Court to attest.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of services and support

Summary:

This contract provides for the removal and replacement of existing boardwalk deck and rail at John Chesnut Sr. Park. The existing sections of boardwalk and handrail will be replaced with new composite decking material, which will require less maintenance and provide longer life than the existing decking lumber.

Background Information:

The last time the boardwalk received rehabilitation was in 2007 and only to the center and southern sections of boardwalk. The northern section has not received rehabilitation since the original construction in 1977. The decking lumber over these sections has deteriorated and is in need of replacement.

Fiscal Impact:

Estimated expenditure not to exceed \$1,998,214.50

Funding is derived from the Local Infrastructure Sales Tax (Penny for Pinellas): Culture and Recreation, Countywide Parks Projects program allocation.

Staff Member Responsible:

Rahim Harji, Director, Public Works

Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreement

Bid Tabulation

Projected Financial Overview

Project Location map



Joe Lauro, CPPO/CPPB
Director

February 1, 2018

TO: ALL PREQUALIFIED BIDDERS

INVITATION TO BID: Boardwalk Replacement – John Chesnut Sr. Park

BID NUMBER: 178-0163-CP(RG)

BID SUBMITTAL IS DUE: February 6, 2018 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB). All of the revised documents must be downloaded from the Pinellas County Purchasing Department FTPS website located at <https://files.pinellascounty.org/purchasing> as separate files.

CHANGES:

1. Contractors are advised Plan Sheets No.'s 9, 22, 28 and 33 have been revised and are included in the attachment titled "Plan Sheets 9, 22, 28 & 33_ADD1.pdf." Detail concerning these revisions are addressed in the Question/Response section of this addendum. Please replace the original Plan Sheets with these revised Plan Sheets.
2. Contractors are advised that the Bid Submittal Sheets have been revised and are an attachment to this addendum titled "SECTION E - Bid Submittal Sheets_ADD1.xls". Revised versions must be used to submit your bid response. The following Pay Items have been modified:
 - a. Line No. 39, Item No. 470-1601-10, BOARDWALK, 10 ft. Width, Composite Decking, with Pressure – the Pay Item has been added with quantity of 420 LF
 - b. Line No. 21, Item No. 470-1602-6, BOARDWALK, 6 ft. Wide, Deck Removal / Replacement, Composite – the Pay Item quantity was adjusted downward from 4,430 LF to 4,010 LF
 - c. Line No. 41, Item No. 470-1605-10, BOARDWALK, 10 ft. Width, (Selected Demolition) – the Pay Item has been added with quantity of 420 LF

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison Avenue, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



3. The attachment titled "SECTION D – Supplemental Specifications_ADD1.pdf" has been revised as part of this addendum. The following supplemental specifications have been added or modified as part of Section D:
 - a. Added PAY ITEM NO. 470-1601-10, BOARDWALK, 10 ft. Width, Composite Decking, with Pressure Treated Wood Stringers and Beams, Raised
 - b. Added PAY ITEM NO. 470-1605-10, BOARDWALK, 10 ft. Width, (Selected Demolition)
 - c. Modified PAY ITEM NO. 470-5001-8 to 470-5001-6, NEW BOARDWALK / TIMBER RAMP, 6 ft. Wide

QUESTION / RESPONSE:

1. **Question:** Can CCA treatment be used for framing materials in lieu of ACQ?

Response: CCA treatment may not be used for framing materials in lieu ACQ. Please reference Section D Supplemental Specifications and construction plans.

2. **Question:** Can an equivalent to ACQ be used on the handrail pressure treated material?

Response: An equivalent to ACQ may not be used on the handrail pressure treated material. Please reference Section D Supplemental Specifications and construction plans.

3. **Question:** Can you please clarify that our FDOT pre-qualification is valid for the pre-qualification requirement for the above bid?

Response: The FDOT prequalification work classes submitted do not meet the requirements for this project. The County will accept the FDOT prequalification work classification of Major Bridge for this project.

4. **Question:** The specs stated that the Southern Yellow Pine must be native. Is this native to FL only?

Response: In accordance with Florida Statute 255.20 the Southern Yellow Pine must be Florida native, unless the wood material is not available in the State of Florida. Refer to Section A, General Conditions, paragraph 46 on page 16 of 64 of the Invitation to Bid for additional information.

5. **Question:** Can MoistureShield Composite Decking be used as an alternative decking on the Boardwalk Replacement – John Chesnut Park project?

Response: The MoistureShield Composite Decking has been reviewed and is an acceptable product for the Project.

6. **Question:** Where is the detail on page 22 of the plans, lower left corner, to be used on this project? Detail shows handrail height at 5' 5 3/8". Please clarify

Response: The Detail on Plan Sheet 22 of 55 has been revised. All handrails in this project are 42" measured from the top of the completed deck.

7. **Question:** In the special provisions where explanation of line items is, there is no Pay Item # 470-5001-6, should this be changed to 470-5001-8 on bid sheet and on pages 5 - 8 of the plans? Please advise

Response: In the Section D Supplemental Specifications Roadway and Street Construction, Page 6 of 7, Pay Item No. 470-5001-8 has been changed to Pay Item No. 470-5001-6 with the description remaining the same. Pay Item numbers on Plan Sheets 5 – 8 of 55 remain Pay Item No. 470-5001-6 for the construction of New Boardwalk / Timber Ramp, 6ft. Wide.

8. **Question:** In regards to this pay item, "new Boardwalk/Timber Ramps 6 ft. Wide", sheets 5 - 8 of the plans tell you to refer to sheets 22 -23 for ramp details. On these sheets it calls for deck width of 6' 9"

and shows 6 stringers. Composite comes in 12' and 16' lengths, therefore the difference in width is significant. This also affects the entire length of the 227' boardwalk on sheet 5. Also, all proposed ramps are connecting to boardwalks that are being constructed to 6' widths or less, with 5 stringers. Please confirm deck width and stringers of new ramps and the 227' long boardwalk, also how we will conform to the narrower walk if 6' 9" is the width.

Response: Please note, Plan Sheets 22-23 are for detail of the Boardwalk Ramp. Plan Sheet 33 of 55 has been revised to show the Deck framing detail for the 6' wide New Boardwalk and Ramp. The 227' section of Boardwalk detail on Plan Sheet 5 of 55 will utilize the same framing plan as shown on Plan Sheet 33 of 55.

9. **Question:** The boardwalk on sheet 9 seems unclear. The existing boardwalk is 8' wide and framing conditions on this walk are unfit for new decking only. Pay item 470-1602-6 seems to be inappropriate for this boardwalk. Please clarify

Response: Plan Sheet 9 of 55 has been revised to show the 8' wide Boardwalk. Pay Item No. 470-1602-6 has been **adjusted** and replaced with Pay Item Numbers 470-1601-10 and 470-1605-10 for the 8' wide Boardwalk.

10. **Question:** 330 calendar days to complete this project seems a little short in comparison to other projects of similar nature you have bid in the past. Any consideration to increase the completion time, or any compensation back to the contractor for early completion, as in DOT projects?

Response: The construction duration is revised to **four hundred fifty (450) calendar days**. There will not be compensation for early completion.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F, Page 48 of 63 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in black ink that reads "Joe Lauro CPPB/CPPO". The signature is fluid and cursive, with the first name "Joe" being the most prominent.

Joe Lauro, CPPO/CPPB
Director of Purchasing

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756	 INVITATION TO BID	BID NUMBER: 178-0163-CP(RG)
ISSUE DATE: January 5, 2018	TITLE: Boardwalk Replacement – John Chesnut Sr. Park (PID No. 000039A)	
SUBMITTAL DUE: February 6, 2018 @ 3:00 P.M.		
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED DEADLINE FOR WRITTEN QUESTIONS: January 26, 2018 BY 3:00 P.M.		PRE-BID DATE & LOCATION: NOT APPLICABLE
Engineering Estimate \$1,976,165.75 Plans Prepared by: Pinellas County Public Works Department Engineer/Project Manager is: John Linton, P.E., Public Works Department		THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.  JOSEPH LAURO, CPPO/CPPB Director of Purchasing

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): Bayshore Construction, Inc. **D/B/A** Bayshore Construction Inc.
MAILING ADDRESS: 22475 Panther Loop **CITY / STATE / ZIP** Bradenton, FL 34202
COMPANY EMAIL ADDRESS: bay95@comcast.net
***REMIT TO NAME:** Bayshore Construction, Inc. **PHN:** (941) 927-8565 **FAX:** (941) 927-5027
 (As Shown On Company Invoice) **FEIN#** 65-0563970 **CONTACT NAME:** Doug Martin
 Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. **PRINT NAME:** Doug Martin
EMAIL ADDRESS: bay95@comcast.net

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE: 
PRINT NAME/TITLE: Doug Martin President

RETURN THIS FORM WITH YOUR RESPONSE

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DEFINITIONS

DEFINITIONS

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Project.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Architect/Design Professional/Engineer of Record: The Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications. The Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Change Order: A written order authorized by the Board or County Administrator, issued by the Design Professional/Engineer/Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days from the date of the Notice to Proceed.

Consultant: The Professional Engineer/Design Professional or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Design Professional/Engineer of Record or may provide services through and be subcontracted to the Design Professional/Engineer of Record or maybe providing construction engineering and inspection (CEI) services, as applicable.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

Design Professional: A collective term intended to apply to "Architect/Engineer of Record", licensed and registered in the State of Florida, the prime party responsible for the design, engineering, and construction documentation of the project and contracted directly with the Owner.

Engineer: The Engineer, a staff member of the County or his duly authorized representative, acting on behalf of the County.

FDOT: The Florida Department of Transportation.

FDOT Specifications: Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager.

DEFINITIONS

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Inspector: An authorized representative of the Design Professional/Engineer/Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Man Day: A unit of measure for work by one person in a calendar day.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the architect, project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

PCU - Standard Specifications: Pinellas County Utilities (PCU) "Material Specification Manual", "Technical Specifications", "Pump Station Standard Details" and "Standard Details" as described and defined on the Utility Department's website at <http://www.pinellascounty.org/utilities> under the Engineering header. Contractor's bid must be based on those standards that are in place as of the Bid Publication date.

PC Special Provisions -- Pinellas County Roadway Special Provisions that provide specific additions and/or revisions to the requirements of the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition).

PC Std. Tech. Spec. -- Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition) shown on the Pinellas County website.

PC Supplemental Specifications: Specifications adopted by Pinellas County that add or revise the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition) and/or the Pinellas County Special Provisions, setting forth conditions varying from or additional to the Pinellas County Standard Technical Specifications (latest edition) and/or the Pinellas County Special Provisions applicable to a specific Project or a specific set of conditions.

Plans: Approved drawings or reproductions thereof, showing the location, character, dimension and details of the work to be done as issued by the Design Professional/Engineer.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal and Bid Submittal Sheets: Form, as required in Section E.

Punch List: The written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or phase of a Project).

Record Drawings: Record Drawings are a set of signed/sealed CONTRACT PLANS that are maintained by the Contractor for the express use of recording AS-BUILT INFORMATION.

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Schedule of Values: the individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid submittal sheets. The total of the extended units in the Schedule of Values determines the Agreement Amount. The Agreement Amount may only be modified by Change Order approved by the Board, or County Administrator.

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

DEFINITIONS

Special Notices: Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications, for a specific Project.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

Substantial Completion: The date of "Substantial Completion" of the Work (or designated portions thereof) is the date certified by the Consultant and approved by the Design Professional/Engineer/Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the county can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Survey and Layout Plan: See Section B.

Technical Special Provisions: Specifications prepared, signed and sealed by the Consultant. These would be listed in the document hierarchy (shown in Section D) ahead of any other "Standard Specifications", if applicable.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

SECTION A - GENERAL CONDITIONS

1. BIDS:

Bid will be prepared in accordance with the following:

- (a) The enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Submittal shall be furnished.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The Bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
 - 3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

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.

SECTION A - GENERAL CONDITIONS

- 13. PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

- 14. COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
- 15. CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
- 16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.
- 17. RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.

SECTION A - GENERAL CONDITIONS

18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

20. **COUNTY INDEMNIFICATION:** See agreement in Section H

21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.

22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
 - (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
 - (b) When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
 - (c) On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
 - (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

Definitions for Recycled Materials:

- (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.
- (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.
- (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

SECTION A - GENERAL CONDITIONS

26. ASBESTOS MATERIALS:

- (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

27. PAYMENT/INVOICES: Supplier shall submit invoices for payment 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 Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER 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.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. TAXES: Payments to Pinellas County are subject to applicable Florida taxes.

SECTION A - GENERAL CONDITIONS

29. TERMINATION:

- (a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. BIDDER CAPABILITY/REFERENCES: Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.

31. DELIVERY/CLAIMS: Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. MATERIAL QUALITY: All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS: No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS: The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

35. EXCEPTIONS: Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

36. NON-EXCLUSIVE CONTRACT: Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

SECTION A - GENERAL CONDITIONS

37. **LOBBYING:** Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.
40. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.
41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.
42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

SECTION A - GENERAL CONDITIONS

43. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.

- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (7283)

Fax – 727-464-8386

44. PROTEST PROCEDURE: As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

SECTION A - GENERAL CONDITIONS

- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
 - (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
 - (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
 - (i) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
 - (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.
45. **DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE:** Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:
- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
 - B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
 - C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
 - D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
 - E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
 - F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

SECTION A - GENERAL CONDITIONS

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. LUMBER PRODUCED IN STATE OF FLORIDA

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price, fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

47. 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.

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Pinellas County.
2. This sworn statement is submitted by Bayshore Construction, Inc
Whose business address is: 22475 Panther Loop Bradenton FL 34202
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0563976.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)
3. My name is Doug Martin and my relationship to the entity named
above is PRESIDENT
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to
the transaction of business with any public entity or with an agency or political subdivision of
any other state or of the United States, including, but not limited to, any bid or contract for
goods or services to be provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,
racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without
adjudication of guilt, in any federal or state trial court of record, relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry
of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1)
A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under
the control of any natural person who is active in the management of the entity and who has
been convicted of a public entity crime. The term "affiliate" includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the
management of an affiliate. The ownership by one person of shares constituting a controlling
interest in another person, or a pooling of equipment or income among persons when not for fair
market value under an arm's length agreement, shall be a prima facie case that one person
controls another person. A person who knowingly enters into a joint venture with a person who
has been convicted of a public entity crime in Florida during the preceding 36 months shall be
considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any
natural person or entity organized under the laws of any state or of the United States with the
legal power to enter into a binding contract and which bids or applies to bid on contracts for the

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Signature: Louise Hunter

COUNTY OF: Sarasota

My commission expires:

Sylvie Savari
Notary Public



Personally known to me, or Produced Identification:

Type of ID

SECTION B - SPECIAL CONDITIONS**Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)****Bid Number: 178-0163-CP(RG)****IMPORTANT NOTICE:**

Changes have been made to the Insurance process. THE INSURANCE CERTIFICATE AND RELATED REQUIRED DOCUMENTATION IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

SECTION B – SPECIAL CONDITIONS**INSTRUCTIONS TO BIDDERS:**

1. **PRE-QUALIFICATION OF BIDDER:** Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Marine or Building type construction, or those that are pre-qualified by the Florida Department of Transportation (FDOT) in an equivalent prequalification, in the amount that equals or exceeds their bid. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.
2. **PRICING/PERIOD OF AGREEMENT:** Unit prices bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be 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 and to fully complete all necessary Work under the same within not more than **three hundred thirty (330)** consecutive calendar days.
3. **TERM EXTENSION(S) OF AGREEMENT:** Not Applicable
4. **NON-MANDATORY PRE-BID CONFERENCE:** Not Applicable

SECTION B - SPECIAL CONDITIONS

5. BID BOND GUARANTEE:

- A. All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashier check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.
- B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

6. CONTRACT SECURITY:

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 100% of the Agreement amount, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
 - 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
 - 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.
 - 3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

7. LICENSES, PERMITS, FEES AND TAXES:

- A. Pursuant to section 218.80, Florida Statutes (2007), Pinellas County discloses to the Contractor the following permits and fees which will have to be obtained by and will be payable by the Contractor who is the successful Bidder or proposer. Reimbursement will be included in Contingency Work pay item, and will be for the actual amount paid, as evidenced by official receipts from the offices collecting the fees. Permits are including but not limited to the following:
 - 1. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. **License fees are not reimbursable.**
 - 2. Permits and Associated Fees: Contractor will obtain all necessary permits and pay the associated permit fees
 - 3. Impact Fees – if applicable are responsibility of the contractor.
 - 4. Inspection Fees - Contractor will be responsible for all inspection fees.
 - 5. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.

SECTION B - SPECIAL CONDITIONS

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.
- C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.
- 8. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Design Professional/Engineer/Project Manager in writing.
- 9. **QUANTITIES:**
 - A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the Contractor before placing orders for material. No payment shall be allowed for excess materials.
 - B. Payment for Work performed under this Agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.
 - C. Regardless of uncertainties of material supply and production at the time of bidding, Bidders shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
 - D. Pay items that are required to complete the scope of the Work, as defined by the Project Plans and Specifications may be added to the list of pay items by the Design Professional/Engineer/Project Manager at a later date through a change order process.
- 10. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.
- 11. **AWARD OF CONTRACT:** The Contract will be awarded for the entire Work (with or without optional/alternates items) to the lowest responsible and responsive Bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept.
- 12. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A Preconstruction Conference will be held following execution of the Contract Documents and prior to the Notice to Proceed.
- 13. **INTENT OF THE CONTRACT DOCUMENTS:**
 - A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
 - B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.

SECTION B - SPECIAL CONDITIONS

- C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
14. **STORAGE OF MATERIALS:** Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.
15. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.
16. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Purchasing Department, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.
17. **CONTRACTORS AND SUBCONTRACTORS:**
- A. Qualification
1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.
 2. Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.
- B. Identification
1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.
 2. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

SECTION B - SPECIAL CONDITIONS

18. AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.
- E. Contractor's Supervision
 - 1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.
 - 2. Contractor's Superintendent:
 - a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
 - b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.
 - 3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.

SECTION B - SPECIAL CONDITIONS

4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)
 - a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.
 - b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
 - c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.
 - d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.
- F. General Inspection Requirements
1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.
 2. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
 3. Failure to Remove and Renew Defective Materials and Work:
 - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
 - b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.
 4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

SECTION B - SPECIAL CONDITIONS**19. CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, Agreement Time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all Work is to be completed. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within two (2) regular Work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Contract Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular Work days notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the Board an extension to the Contract Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the Board.

20. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

- A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.
- B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than twenty-four (24) hours prior to the regular Work day.

SECTION B - SPECIAL CONDITIONS

- C. No Work will be permitted on:

New Years Day
Independence Day
Thanksgiving Day
Christmas Day

- D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED DOLLARS (\$100.00) per man day for each Saturday and Sunday on which the Contractor Works. Each of these days shall begin at 12:00 AM and end at 11:59 PM for that corresponding day.
- F. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per man day for each recognized Holiday on which the Contractor Works. Each of these days shall begin at 12:00 AM and end at 11:59 PM for that corresponding day.
- G. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

21. LIQUIDATED DAMAGES

- A. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1,231.49** for each Calendar day after the Contract Time. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

22. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

SECTION B - SPECIAL CONDITIONS

23. CHANGES IN THE WORK

- A. Without invalidating the Agreement, the Design Professional/Engineer/Project Manager may at any time, by written order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.
- B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the ten percent (10%) markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.
- G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

24. CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.
- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

SECTION B - SPECIAL CONDITIONS**25. MEASUREMENT AND PAYMENT**

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.
- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
 - 1. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
 - 2. The stored material must be approved as meeting applicable Specifications.

SECTION B - SPECIAL CONDITIONS**MEASUREMENT AND PAYMENT (CONTINUED)**

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
4. The Contractor shall furnish the County with copies of certified invoices to document the value of the materials received. The contractor's documentation for stored materials payment shall also include a reconciliation of the beginning balance, materials purchased, materials used, and ending balance. The amount of the partial payment will be determined from invoices for the material not to exceed one half of the unit value bid in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented on the certified invoices for the materials received.
6. Partial payments will not be made for materials which were stored prior to award of the Contract for the Project.
7. If payment is made the materials shall become the property of the County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason.

26. PAYMENTS TO CONTRACTOR

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.
- B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.

SECTION B - SPECIAL CONDITIONS

PAYMENTS TO CONTRACTOR (continued)

G. Progress Payments: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement 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.

H. Invoices: See Section A General Conditions Payments/Invoices

27. ACCEPTANCE AND FINAL PAYMENT

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a punch list of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).
- D. Final Acceptance

1. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.

2. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

- E. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.

2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

- F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

- G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

SECTION B - SPECIAL CONDITIONS

28. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or un-liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.
29. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
30. **LANDS FOR WORK AND ACCESS THERETO**
- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
 - B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
 - C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.
 - D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
31. **SITE INVESTIGATION**
- A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

SECTION B - SPECIAL CONDITIONS**SITE INVESTIGATION (CONTINUED)**

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

32. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.
- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

SECTION B - SPECIAL CONDITIONS**33. OTHER WORK**

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within forty-eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

34. TERMINATION**A. Termination for Default**

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:
 - a. Failing to begin Work under the Contract Documents within the time specified herein;
 - b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;
 - c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the Work;
 - e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

SECTION B - SPECIAL CONDITIONS

TERMINATION (CONTINUED)

4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

35. SUBSTITUTIONS/ APPROVED EQUAL(S) PRIOR TO BID OPENING

- A. The materials, products and equipment described in the Contract Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Pinellas County Purchasing Department, by the question deadline on page 1. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Purchasing Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

36. SUBMITTALS AFTER AWARD**A. Schedule**

1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.
2. For lump sum items within Section E, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.

SECTION B - SPECIAL CONDITIONS

3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
 4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.
 - C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within thirty (30) calendar days after notice of award is received by Contractor.
 - D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
 - E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
 - F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.

SECTION B - SPECIAL CONDITIONS

G. Shop Plans/Working Plans

1. Seven (7) complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for precasting or any other relevant information on details necessary for review.
2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.

SECTION B - SPECIAL CONDITIONS

5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.

- I. The Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in DVD format

37. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Design Professional/Engineer/Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations the Design Professional/Engineer/Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Design Professional/Engineer/Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

38. INTEREST ON JUDGMENTS:

In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

39. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

40. SURVEY AND LAYOUT

The requirements below (A-H), shall only be applicable when there is a pay item for the contractor to perform the Survey and Layout. If there is no separate pay item for "Survey and Layout by Contractor", then the County shall perform the Survey and Layout.

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.

SECTION B - SPECIAL CONDITIONS

- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:
 - 1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary Work.
 - 2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

41. **CONFORMITY OF WORK WITH PLANS**

- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.
- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.

42. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

43. **GUARANTEE OF WORK:** All Work shall be guaranteed for eighteen (18) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

44. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

SECTION B - SPECIAL CONDITIONS

45. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.
- B. How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
- C. Should I scan everything and save as PDF?**
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)
- D. My document is a compilation of multiple sources. Should I send multiple PDF files?**
Answer- You may, however merging pages/files is a very simple process within PDF.
- E. How do I get my PDF files to Pinellas County Government?**
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS

SECTION C - INSURANCE REQUIREMENTS:

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Bidder may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

SECTION C – INSURANCE REQUIREMENTS

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- (7) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.



Insurance Compliance Review

Date: 04/12/19

Contract#: 178-0163

Vendor: Bayshore Construction

General Liability: Met

Auto: Met

Excess: Met

Worker's Comp: Met

Pollution: Met

Professional: Met

Cyber: _____

Specialty

Crime: _____

Install Floater: _____

Garage Keep/Gar Liab: _____

Builders Risk: _____

Aviation: _____

Inland Marine: _____

Water Craft: _____

Endorsements

Additional Insured: Form box checked: Yes Endorsement rec'd: ☒ Yes ☐ No, need page
Waiver of Subrogation: Form box checked: Yes

Liquor: _____ Long Shore: _____

Primary, non-contributory specified on certificate description box: _____

Compliance Status: In Compliance

Comments:

Reviewer: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2018

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

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

PRODUCER Valek Insurance LLC P.O. Box 20709 2079 Constitution Blvd. Sarasota FL 34231		CONTACT NAME: Nili Dutton PHONE (A/C, No, Ext): (941) 923-1218 E-MAIL ADDRESS: nili@valek.com FAX (A/C, No): (941) 923-1765	
INSURED Bayshore Construction Inc 22475 Panther Loop Bradenton FL 34202		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Co INSURER B: Markel American Ins Co INSURER C: Granite State Ins Co INSURER D: StarStone Specialty Insurance INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL185306046

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒	OMB 4956092 12	3/16/2018	3/16/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☐	CAP4013265 02-01012	3/16/2018	3/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☐	TBA / BUMBERSHOOT	5/2/2018	5/2/2019	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WC 051-75-4896	7/8/2017	7/8/2018	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
D	Pollution Liability	☐	E74251180AEM	5/2/2018	5/2/2019	Each Occurrence Limit \$1,000,000
	Aggregate Limit \$1,000,000					

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

The Pinellas County Board of County Commissioners is an Additional Insured to the General Liability insurance policy.

Project: Boardwalk Replacement - John Chesnut Sr. Park (PID No. 000039A)

CERTIFICATE HOLDER**CANCELLATION**

Pinellas County Risk Management
400 South Fort Harrison
Clearwater, FL 33756

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

AUTHORIZED REPRESENTATIVE

James Valek/JIM

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ADDITIONAL INSURED(S) / WAIVER OF SUBROGATION

It is understood and agreed that when the Named Insured is working for or performing service for the following company as scheduled below, that company and/or its subsidiaries who have employed the service of the Insured, shall be an Additional Insured hereunder, but only during such actual time that the Named Insured is employed by or for said entities.

During such time of employment this Company agrees to waive all rights of subrogation (in whatever form) against that entity then employing the Insured, provided the loss, damage or expense from which subrogation would arise occurs during and as a result of the actual performance of such employment.

Additional Insured	Mailing Address
PINELLAS COUNTY, A POLITICAL SUBDIVISION OF HE STATE OF FLA	400 S. FORT HARRISON AVENUE CLEARWATER, FL 33756

All other terms and conditions of this policy remain unchanged.

**MARINE COMMERCIAL LIABILITY
BLANKET ADDITIONAL INSURED ENDORSEMENT**

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

1. Otherwise covered by this policy; and
2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

SECTION D – SPECIFICATIONS**SECTION D -SPECIFICATIONS:**

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

Work consists primarily of removal and replacement of existing boardwalk deck and/or construction of new decking using composite decking material. Existing rail shall be removed. The new rail shall consist of 42 inch high railing with composite top rail, black vinyl-coated two (2) inch x two (2) inch, welded wire mesh, within a wood frame, and new six (6) inch x six (6) inch wood posts. Work also includes rehabilitation of the existing observation tower and replacement of decking with composite decking material.

Specifications and Plans can be obtained by downloading from the Purchasing website at http://www.pinellascounty.org/PURCHASE/Current_Bids1.htm you will be directed to www.DemandStar.com

This section may contain special notices if applicable.

The ITB contains the following files:

1. Invitation to Bid
2. Section D – Specifications
3. Plans
4. Section E – Bid Submittal Sheets
5. Section H – Sample Agreement
6. Appendix 1 - Permits

SECTION D SUPPLEMENTAL SPECIFICATIONS
ROAD AND STREET CONSTRUCTION

P.I.D. No. 000039A

JOHN CHESNUT SR. PARK BOARDWALK REPLACEMENT

In Pinellas County, Florida

TO ACCOMPANY PINELLAS COUNTY PUBLIC WORKS STANDARD TECHNICAL SPECIFICATIONS FOR ROADWAY AND RELATED CONSTRUCTION (LATEST EDITION) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – DIVISIONS II AND III ONLY (LATEST EDITION):

The **Order of Precedence** for Pinellas County Public Works technical requirements shall be as follows:

- (1) Contract addendums and/or construction change orders.
- (2) Pinellas County Public Works Supplemental Specifications (Supplemental Specifications). **Listed in Section D of this contract.**
- (3) Pinellas County Public Works Special Provisions (Special Provisions). **Listed in Section D of this contract.**
- (4) Pinellas County Public Works Roadway and Related Construction Standard Technical Specifications – latest edition (PC Std. Tech. Specs.).
- (5) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – latest edition (FDOT Specifications). Division I is not applicable.
- (6) Pinellas County Project Specific Construction Plans for this contract.

SPECIAL PROVISIONS

110

Section 110 of the Pinellas County Roadway Std. Tech. Specs. – Clearing & Grubbing.

The specification for CLEARING & GRUBBING shall be amended to include all areas shown on the plans including the haul route, the observation tower site, existing fence removal, and tree trimming as required and listed in the plans and specifications.

- All tree trimming must be performed by or under the supervision of an ISA Certified Arborist.
- All trees located within the work area and not shown on the plans to be removed, shall be protected with tree barricades as per the plans and specifications.

PAY ITEM NO. 110-0100 CLEARING & GRUBBING – the work specified in this Section shall be paid for at the contract unit price per **Lump Sum**.

**SECTION D
SUPPLEMENTAL SPECIFICATIONS**

470

PAY ITEM NO. 470-1022-1, 6 ft. BENCH, COMPOSITE

Description: The work consists of the purchase and installation of a 6 ft. composite bench. Composite Bench, fasteners, and labor shall be included. The composite bench shall be of commercial grade and a shop drawing shall be submitted for review to the Engineer. The shop drawing shall include color selection, prior to purchase. All fasteners and hardware shall be as stated in plans. This pay item shall include the proper disposal of all existing material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **each (EA)** for each **6 ft. BENCH, COMPOSITE**, installed and accepted and must include all materials and equipment described and specified herein.

PAY ITEM NO. 470-1601-0, BOARDWALK, Rest/Picnic Areas, Composite Decking, with Pressure Treated Wood Stringers and Beams, Raised

Description: The work consists of the replacement of existing boardwalk deck for rest and picnic areas and elevated as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, pressure treated wood stringers and beams with water treatment, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. The pressure treated wood shall be No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. All deck screws shall be stainless steel and size/length as directed in the standard plans. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal® or approved equal. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **square foot (SF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1601-6, BOARDWALK, 6 ft. Width, Composite Decking, with Pressure Treated Wood Stringers and Beams, Raised

Description: The work consists of the replacement of an existing boardwalk deck system varying in width from 4 ft. to 6 ft. wide, and elevated as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, pressure treated wood stringers and beams with water treatment, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. The pressure treated wood shall be No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. All deck screws shall be stainless steel and size/length as directed in the standard plans. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal® or approved equal. The Contractor is

responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1601-10, BOARDWALK, 10 ft. Width, Composite Decking, with Pressure Treated Wood Stringers and Beams, Raised

Description: The work consists of the replacement of an existing boardwalk deck system varying in width from 8 ft. to 10 ft. wide, and elevated as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, pressure treated wood stringers and beams with water treatment, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. The pressure treated wood shall be No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. All deck screws shall be stainless steel and size/length as directed in the standard plans. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal ® or approved equal. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1602-10, BOARDWALK, 10 ft. Wide, Deck Removal/Replacement, Composite

Description: The work consists of the replacement of an existing boardwalk deck system varying in width from 8 ft. to 10 ft. wide with composite decking material as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. All deck screws shall be stainless steel and size/length as directed in the standard plans. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1602-6, BOARDWALK, 6 ft. Wide, Deck Removal/Replacement, Composite

Description: The work consists of the replacement of an existing boardwalk deck system varying in width from 4 ft. to 6 ft. wide with composite decking material as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. All deck screws shall be stainless steel and size/length as directed in the standard plans. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1604, BOARDWALK, Rest/Picnic Areas, Deck Removal/Replacement, Composite

Description: The work consists of the replacement of existing boardwalk deck for rest and picnic areas as shown on the plans or as directed by the Engineer. Work shall include installation of the new composite decking, all fasteners, labor and equipment required to complete the project. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. All deck screws shall be stainless steel and size/length as directed in the standard plans. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the boardwalk during the installation of new decking.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **square foot (SF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1605-0, BOARDWALK, Rest/Picnic Areas, (Selected Demolition)

Description: Work consists of the selected demolition of the following: an existing boardwalk, rest/picnic areas, including handrail, decking, stringers, beams, pile height adjustment, pile top coating, pile holes plugged, disposal of existing material as shown on the plans or directed by the Engineer. Existing cross bracing and beams to remain as shown on the plans. The Contractor is responsible for any damage to the existing pile, existing cross bracing, and beams during the demolition. On all piles to remain, and existing bolt holes will be plugged with a hardwood dowel rod, full length through pile, glued in place, and coated on each end with a wood preservative. All piles shall receive a coating of tar, ¼ in. thickness on the top of the pile, after the pile has been adjusted to the final elevation height. Any piles not to be reused, shall be cut at the mud line and removed by the Contractor. This pay item shall include the proper disposal of all existing material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **square foot (SF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1605-6, BOARDWALK, 6 ft. Width, (Selected Demolition)

Description: Work consists of the selected demolition of the following: an existing boardwalk, over 4 ft. in deck width up to 6 ft. in deck width, including handrail, decking, stringers, beams, pile height adjustment, pile top coating, pile holes plugged, disposal of existing material as shown on the plans or directed by the Engineer. Existing cross bracing and beams to remain as shown on the plans. The Contractor is responsible for any damage to the existing pile, existing cross bracing, and beams during the demolition. On all piles to remain, and existing bolt holes will be plugged with a hardwood dowel rod, full length through pile, glued in place, and coated on each end with a wood preservative. All piles shall receive a coating of tar, ¼ in. thickness on the top of the pile, after the pile has been adjusted to the final elevation height. Any piles not to be reused, shall be cut at the mud line and removed by the Contractor. This pay item shall include the proper disposal of all existing material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1605-10, BOARDWALK, 10 ft. Width, (Selected Demolition)

Description: Work consists of the selected demolition of the following: an existing boardwalk, over 8 ft. in deck width up to 10 ft. in deck width, including handrail, decking, stringers, beams, pile height adjustment, pile top coating, pile holes plugged, disposal of existing material as shown on the plans or directed by the Engineer. Existing cross bracing and beams to remain as shown on the plans. The Contractor is responsible for any damage to the existing pile, existing cross bracing, and beams during the demolition. On all piles to remain, and existing bolt holes will be plugged with a hardwood dowel rod, full length through pile, glued in place, and coated on each end with a wood preservative. All piles shall receive a coating of tar, ¼ in. thickness on the top of the pile, after the pile has been adjusted to the final elevation height. Any piles not to be reused, shall be cut at the mud line and removed by the Contractor. This pay item shall include the proper disposal of all existing material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1622-10, TIMBER STRINGER / BEAMS, 10 in., Remove and Replace

Description: Work consists of the removal and replacement of 2 in. X 10 in. timber stringers and beams as directed by the Engineer. All wood replacement materials shall be 2 in. X 10 in. No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. This pay item shall include the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1622-12, TIMBER STRINGER / BEAMS, 12 in., Remove and Replace

Description: Work consists of the removal and replacement of 2 in. X 12 in. timber stringers and beams as directed by the Engineer. All wood replacement materials shall be 2 in. X 12 in. No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. This pay item shall include the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1638, TIMBER RAILING, Remove and Replace with Wire Mesh and Composite Railing Cap

Description: Work consists of the removal and replacement of existing handrail and installation of a modified handrail, wire mesh, and composite railing cap as shown on the plans or as directed by the Engineer. Work shall include the installation of the tail post, top and bottom rails, wire mesh, and composite railing cap. All wood materials including rail posts and top bottom rails shall be No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. The wire mesh shall be 14 gauge vinyl coated black welded wire mesh, 2 in. X 2 in. The composite railing cap shall consist of a composite material TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. All fasteners shall be as specified in the typical handrail design and included in the **linear foot** price. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal® or approved equal. The Contractor is responsible for, and shall repair at no additional cost to the County, any damage (by the Contractor) to the existing boardwalk during the demolition of the existing handrail, and installation of the new handrail system. This pay item shall also include the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-1662-1, OBSERVATION TOWER REHAB, Type 1

Description: Work consists of replacing the decking, handrail system, stairs system, stair tread, grab rail, entrance stairs, additional stringers, and replacement of any damaged wood, of the main deck and landings, and the application of a water sealant. The decking shall be TREX®, EverGrain® brands of decking or approved equal with a color as specified by the Engineer. The handrail system shall be No. 1 Grade, southern yellow pine, with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. The top plates for the handrail system shall be composite material of the same manufacturer as the decking material. Black vinyl coated welded wire mesh, 14 gauge, with a maximum of 2 in. X 2 in. shall be installed between the top and bottom rails as detailed in the plans. Corrosion protection tape shall be used between the grab rail and the pressure treated wood member when fastening the grab rail to the existing wood handrail system. Timber for the stringer support beams and stringers shall be southern yellow pine with pressure treatment of 0.6 PCF, ACQ and of the grade/dimensions specified in the standard plans. All replacement piles, if required, shall be pressure treated at a rate of 2.5 PCF Chromated Copper Arsenate (CCA). All fasteners shall be as specified in the typical handrail/deck design (see plans) and included in the **lump sum** price. Work shall include any additional deck stringers required to meet the 15 in. On Center maximum spacing requirements. Additionally all adjustments, including those to the stair system to meet existing site conditions, and all stairs hardware and brackets will be included in the **lump sum** price. The entrance ramp shall include all material, piles, hardware, and fasteners. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal® or approved equal. This pay item shall include the proper disposal of all existing material by the Contractor, not claimed by the County.

Measurement and Payment: Payment shall be at the contract unit price per **lump sum (LS)** for the Observation Tower Rehab, Type 1. The work must include all wood construction, decking, entrance ramp, hand rail, hardware, piles, and all labor, materials and equipment described as specified herein.

PAY ITEM NO. 470-1671-8, TIMBER PILING, 8 in., Remove and Replace

Description: The work consists of the removal of existing 6 in. to 8 in. pile and installation of new 6 in. to 8 in. pile to a depth as shown on the plans or as directed by the Engineer. The work includes all material and labor to complete the task as directed in the Construction Notes. All wood piles shall be No. 1 Grade pressure treated wood, southern yellow pine, with pressure treatment of 2.5 pounds per cubic foot (PCF), Chromated Copper Arsenate (CCA), and of the grade/dimensions specified in the standard plans. Work shall include the removal of the existing piling by cutting the existing pile at the mud line, installation of new timber piles, and the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-4001-8, TIMBER PILING, 8 in., Furnish and Install

Description: The work consists of the installation new 8 in. pile to a depth as specified in the plans. The work includes all material and labor to complete the task as directed in the Construction Notes. All wood piles shall be No. 1 Grade pressure treated wood, southern yellow pine, with pressure treatment of 2.5 pounds per cubic foot (PCF), Chromated Copper Arsenate (CCA), and of the grade/dimensions specified in the standard plans. Work shall include the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-5001-6, NEW BOARDWALK / TIMBER RAMP, 6 ft. Wide

Description: The work consists of the installation of new standard boardwalk ramp with a 6 ft. deck width to include decking, stringer support beams, and stringers. All timber, fasteners, cross bracing (if required as directed in the plans), water treatment, and labor shall be included in the contract unit price per **linear foot**. The decking shall be TREX®, EverGrain® brand decking or approved equal with a color as specified by the Engineer. Timber for the stringer support beams and stringers shall be No. 1 Grade, southern yellow pine, surfaced on 4 sides (S4S), with pressure treatment of 0.6 pounds per cubic foot (PCF), Alkaline Copper Quaternary (ACQ), and of the grade/dimensions specified in the standard plans. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. All deck screws shall be stainless steel and size/length as directed in the standard plans. All pressure treated wood shall receive a water treatment coating of Thompson's Water Seal® or approved equal. Work shall include the proper disposal of all material by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

PAY ITEM NO. 470-5100, NEW GRAB RAIL, 1-1/2 in., Anode Aluminum, with Brackets, Hardware, and Mounting Board

Description: The work consists of furnishing all labor, equipment, and materials required to install the new 1-1/2" anode aluminum grab rail as shown on the plans or as directed by the Engineer. Grab rail, brackets, hardware, mounting board, and labor shall be included. Corrosion protection tape

shall be used between the grab rail and the pressure treated wood member when fastening the grab rail to the existing wood handrail system. All fasteners and hardware shall be galvanized steel unless otherwise stated in the plans. This pay item shall include the proper disposal of all materials by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **linear foot (LF)** and must include all labor, materials and equipment described and specified herein.

800

PAY ITEM NO. 800-1705, STAGING AREA

Description: The staging area shall be located as shown on the plans. The pay item shall include a temporary six foot (6 ft.) chain link fence and gates, clearing and grading of the area, and maintenance of the area throughout the duration of the contract. Upon completion of construction activities, the Contractor shall restore the staging area, including removal of the temporary fence and gates, general clean-up and removal of materials, and final grading with placement of Bahia sod on all disturbed areas. This pay item shall include the proper disposal of all materials by the Contractor, not claimed by the County.

Measurement and Payment: The work specified under this Section shall be paid for at the contract price per **lump sum (LS)** and must include all labor, materials and equipment described and specified herein.

SECTION E – BID SUBMITTAL FORM**SECTION E -BID SUBMITTAL FORM:****Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)****Bid Number: 178-0163-CP(RG)**

PLEASE REFER TO THE ATTACHMENT TO INVITATION TO BID TITLED “SECTION E – BID SUBMITTAL SHEETS.” BIDDERS COMPLETING THE FORM IN EXCEL MUST INCLUDE A HARDCOPY OF THIS FILE IN THEIR BID SUBMITTAL AND THE ELECTRONIC COPY OF THE BID SUBMITTAL SHEET IN EXCEL (COMPACT DISK OR THUMB DRIVE).

JOHN CHESNUT SR. PARK BOARDWALK REPLACEMENT

PID NO. 000039A

BID NO. 000-0000-CP(DF)

Addendum No. 1

Vendor

Line No.	Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
BOARDWALK						
35	005-0700	SURVEY, Construction Layout	1.00	LS	500.00	\$ 500.00
36	005-0850	SURVEY, Permitting As-built Requirements	1.00	LS	11,000.00	\$ 11,000.00
4	101-0100	MOBILIZATION	1.00	LS	56,402.00	\$ 56,402.00
34	102-0100	MAINTENANCE OF TRAFFIC	1.00	LS	1,000.00	\$ 1,000.00
17	104-16	TURBIDITY BARRIER, Floating	800.00	LF	1.00	\$ 800.00
14	104-17	TURBIDITY BARRIER, Staked	500.00	LF	1.00	\$ 500.00
15	104-18	FENCE, STAKED SILT, FDOT Type III	200.00	LF	3.00	\$ 600.00
37	110-0100	CLEARING & GRUBBING	1.00	LS	500.00	\$ 500.00
10	470-1022-1	6 ft. BENCH, COMPOSITE	20.00	EA	915.00	\$ 18,300.00
20	470-1601-0	BOARDWALK, Rest / Picnic Areas, Composite Decking, with Pressure Treated Stringers and Beams, Raised	542.00	SF	23.00	\$ 12,466.00
39	470-1601-10	BOARDWALK, 10 ft. Width, Composite Decking, with Pressure Treated Wood Stringers and Beams, Raised	420.00	LF	147.00	\$ 61,740.00
19	470-1601-6	BOARDWALK, 6 ft. Width, Composite Decking, with Pressure Treated Stringers and Beams, Raised	1,930.00	LF	140.00	\$ 270,200.00
22	470-1602-10	BOARDWALK, 10 ft. Wide, Deck Removal / Replacement, Composite	673.00	LF	134.00	\$ 90,182.00
21	470-1602-6	BOARDWALK, 6 ft. Wide, Deck Removal / Replacement, Composite	4,010.00	LF	75.00	\$ 300,750.00
23	470-1604	BOARDWALK, Rest / Picnic Areas, Deck Removal / Replacement, Composite	3,454.00	SF	15.00	\$ 51,810.00
25	470-1605-0	BOARDWALK, Rest / Picnic Areas, (Selected Demolition)	542.00	SF	4.00	\$ 2,168.00
41	470-1605-10	BOARDWALK, 10 ft. Width, (Selected Demolition)	420.00	LF	24.00	\$ 10,080.00
24	470-1605-6	BOARDWALK, 6 ft. Width, (Selected Demolition)	2,165.00	LF	21.00	\$ 45,465.00

JOHN CHESNUT SR. PARK BOARDWALK REPLACEMENT
PID NO. 000039A
BID NO. 000-0000-CP(DF)
Addendum No. 1

Line No.		Pay Item No.	Description	Quantity		Unit	Unit Price	Amount		Vendor
26	470-1622-10		TIMBER STRINGER / BEAMS, 10 in., Remove and Replace	2,000.00		LF	6.75	\$	13,500.00	
27	470-1622-12		TIMBER, STRINGER / BEAMS, 12 in., Remove and Replace	1,000.00		LF	6.75	\$	6,750.00	
28	470-1638		TIMBER RAILING, Remove and Replace with Wire Mesh and Composite Railing Cap	15,920.00		LF	45.00	\$	716,400.00	
29	470-1662-1		OBSERVATION TOWER REHAB, Type I	1.00		LS	61,200.00	\$	61,200.00	
30	470-1671-8		TIMBER PILING, 8 in., Remove and Replace	747.00		LF	26.00	\$	19,422.00	
31	470-4001-8		TIMBER PILING, 8 in. Furnish and Install	1,050.00		LF	22.75	\$	23,887.50	
32	470-5001-6		NEW BOARDWALK / TIMBER RAMP, 6 ft. Wide	518.00		LF	169.00	\$	87,542.00	
33	470-5100		NEW GRAB RAIL, 1-1/2 in., Anode Aluminum, with Brackets, Hardware, and Mounting Board	660.00		LF	30.00	\$	19,800.00	
18	522-0006-1		SIDEWALK, CONCRETE, 6" Min. Thickness, Reinforced	50.00		SY	225.00	\$	11,250.00	
38	800-1705		STAGING AREA	1.00		LS	4,000.00	\$	4,000.00	
				Base Bid				\$	1,898,214.50	
16	999-0000		UNSPECIFIED WORK (Allowance)	100,000.00		EA	1.00	\$	100,000.00	
			*Add base bid + Unspecified Work for Total Bid. Pay items in bold have been modified through the addendum process.	TOTAL BID				\$	1,998,214.50	

SECTION E - BID SUBMITTAL FORM

W9

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Bay shore Construction, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

22475 Panther Loop

Requester's name and address (optional)

City, state, and ZIP code

Bradenton, FL 34202

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

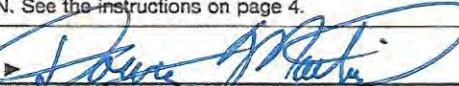
6510563970

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
HereSignature of
U.S. person ▶

Date ▶

2/5/18

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

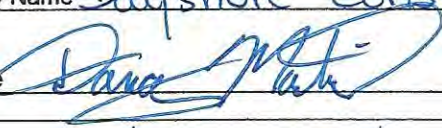
Would your company accept to participate in the ePayables credit card program?

Yes ☐

No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name Bayshore Construction, Inc.

Signature 

Printed Signature Doug Martin

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)

Bid Number: 178-0163-CP(RG)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

Bayshore Construction, Inc.
22475 Panther Loop
Bradenton, FL 34202

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT

Doug Martin
Printed Name

ADDRESS:

22475 Panther loop
Bradenton, FL 34202

SECRETARY

Doug Martin.
Printed Name

ADDRESS:

22475 Panther Loop.
Bradenton, FL 34202

TREASURER

Doug Martin
Printed Name

ADDRESS:

22475 Panther Loop
Bradenton, FL 34202

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

Bayshore Construction, Inc.
Corporation Name

By

President



CORPORATE SEAL



Qualifying Agent

C6C 1519746

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

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

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

SECTION E – BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.				\$	\$
2.	N/A			\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ _____

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Bayshore Construction, Inc.
Company Name

Doug Martin President
Name and Title

Address:

22475 Panther Loop
Bradenton, FL 34202

941 927-8565 / 941 927-5027
Telephone/Fax

65-0563970
Federal Employee ID NO. (FEIN)

day 9.5 @ Comcast.net
Email of Account Representative

SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
 Bid Number: 178-0163-CP(RG)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Doug Martin	2/1/2018

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm) , listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **178-0163-CP(RG)** for Bid Title: **Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION H - AGREEMENT

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT.

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

Bayshore Construction, Inc.

(Corporation, Partnership or Individual Proprietor)

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

22475 Panther Loop

Bradenton, Florida 34202

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed

One million nine hundred ninety eight thousand two hundred fourteen and 50/100 DOLLARS **\$1,998,214.50**
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: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A), Bid No: 178-0163-CP(RG)**, 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 **four hundred fifty (450)** 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

- (1) Contract addendums and/or construction change orders.
- (2) Pinellas County Public Works Supplemental Specifications (Supplemental Specifications). **Listed in Section D of this contract.**
- (3) Pinellas County Public Works Special Provisions (Special Provisions). **Listed in Section D of this contract.**
- (4) Pinellas County Public Works Roadway and Related Construction Standard Technical Specifications – latest edition (PC Std. Tech. Specs.).
- (5) FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III only – latest edition (FDOT Specifications). Division I is not applicable.
- (6) Pinellas County Project Specific Construction Plans for this contract.

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

Karen Williams Seel
vice Chairman, *4-10-18*
Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: *Carlene J. Smith*
Deputy Clerk

Bayshore Construction, Inc.

Name of Firm

By: *[Signature]*
Signature

Print Name

Title

CGC 1519746
Contractor's Registration or Certification
No. issued by the State of Florida

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney

178-0163-CP(RG)

Page 52 of 64

SECTION I - BONDS

SECTION I - BONDS:

The exact language in Section I must be used when submitting bonds

BOND NO. 483223B

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That RAYSHORE CONSTRUCTION, INC., as Principal,
and Developers Surety and Indemnity Company, as Surety,

Located at:

17771 Cowan, Irvine, CA 92614

866-875-7929

(Business Address)

(Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Obligor in the sum of

One Million Nine Hundred Ninety-eight Thousand Two Hundred Fourteen and 50/100

DOLLARS \$ 1,998,214.50

For the payment whereof we bind ourselves,
our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Agreement with Obligor for Bid Title: Boardwalk Replacement -- John Chesnut Sr. Park (PID No. 000039A), Bid No: 178-0163A) in accordance with Plans and Specifications, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligor any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligor sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligor; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018140002 05/03/2018 10:06 AM
OFF REC BK: 20037 PG: 2397-2404
DocType:BOND RECORDING: \$69.50

178-0163-CP(RG)

Page 53 of 64

SECTION I - BONDS

BOND NO. 483223P

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 18th day of April

2018, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness as to Principal
[Signature]
Witness as to Principal

PRINCIPAL:
Bayshore Construction, Inc.

[Signature]
(Authorized Signature)

Douglas Martin

(Print Name)

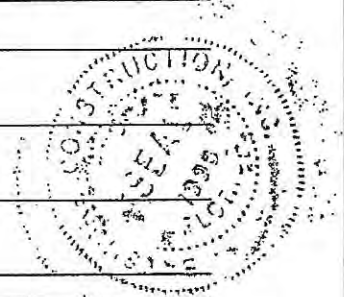
President

(Title)

22475 Panther Loop

Bradenton, FL 34202

(Business Address)



STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 18th Day of April 2018

by Douglas Martin

of Bayshore Construction, Inc.

, a Florida

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida

Driver's License as identification and who did (did not) take an oath.

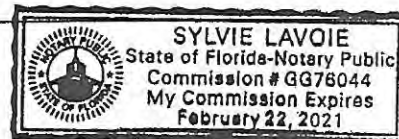
Notary:

Print Name:

Commission Number:

My Commission Expires:

[Signature]
Sylvie Lavoie



178-0163-CP(RG)

Page 54 of 64

SECTION I - BONDS

BOND NO. 483223P

SURETY:

Developers Surety and Indemnity Company

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

Witness as to Attorney In Fact

(Signature As Attorney In Fact
(Attach Power of Attorney))

James J. Valek

(Print Name)

Attorney-in-Fact

(Title)

2079 Constitution Blvd.

Sarasota, FL 34231

(Business Address)

941-923-1218

(Telephone Number)

STATE OF FLORIDA
COUNTY OF SarasotaThe foregoing instrument was acknowledged before me this
18th Day of April 2018By James J. Valek
Of Valek Insurance, LLC., a FloridaCorporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's
License as identification and who did (did not) take an oath.

Notary:

Print Name:

Commission Number:

My Commission Expires:

JOHN KEVIN DILLON

Notary Public, State of Florida

My Commission Expires 10-29-18

Commission No. FF155549

Bond # 483223P

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Nili Dutton, Edward J. Valek II, James J. Valek, J. Kevin Dillon, jointly or severally

Sarasota, FL

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lanedon*
Mark Lanedon, Vice-President



STATE OF FLORIDA-PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County.

This 3 day of May, 2018
KEM BURKE
Clerk of the Circuit Court & Comptroller

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me,
Date
personally appeared _____
Name(s) of Signer(s)

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

Daniel Young and Mark Lanedon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18th day of April, 2018.

By: *Cassie J. Barnisford*
Cassie J. Barnisford, Assistant Secretary

ATS-1004 (02/17)



178-0163-CP(RG)

Page 55 of 64

SECTION I - BONDS

BOND NO. 483223P

PAYMENT BOND

BY THIS BOND, We Bayshore Construction, Inc.
(hereinafter called the "Principal" and Developers Surety and Indemnity Company
(hereinafter called the "Surety"), located at 17771 Cowan, Irvine, CA 92614

A surety insurer chartered and existing under the laws of the state of California
and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County
(hereinafter called the "County") in the sum of
One Million Nine Hundred Ninety-eight Two Hundred Fourteen and 50/100
DOLLARS \$1,998,214.50

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees
jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for
Bid Title: Boardwalk Replacement - John Chesnut Sr. Park (PID No. 000039A), Bid No: 178-0163-CP(DF) said Agreement being
made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

PINELLAS COUNTY PURCHASING

ITB -PURCHASING CONSTRUCTION

REVISED: 07/2017

178-0163-CP(RG)

Page 55 of 64

SECTION I - BONDS

BOND NO. 483223P

PAYMENT BOND

BY THIS BOND, We Bayshore Construction, Inc.
 (hereinafter called the ("Principal" and Developers Surety and Indemnity Company
 (hereinafter called the ("Surety"), located at 17771 Cowan, Irvine, CA 92614

A surety insurer chartered and existing under the laws of the state of California
 and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County
 (hereinafter called the "County") in the sum of
One Million Nine Hundred Ninty-eight Two Hundred Fourteen and 50/100
DOLLARS \$ 1,998,214.50

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for
Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID No. 000039A), Bid No: 178-0163-CP(DF) said Agreement being
 made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(l), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

178-0163-CP(RG)

Page 56 of 64

SECTION I - BONDS

BOND NO. 483223P

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE 18th DAY OF April, 20 18
 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered
 In the presence of:

[Signature]
 Witness as to Principal

[Signature]
 Witness as to Principal

PRINCIPAL:
Bayshore Construction, Inc.

[Signature]
 (Authorized Signature)

Douglas Martin
 (Print Name)

President
 (Title)

22475 Panther Loop
Bradenton, FL 34202

(Business Address)

STATE OF FLORIDA
 COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this
18th Day of April 2018

By Douglas Martin
Of Bayshore Construction, Inc., a Florida
 Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's
 License as identification and who did (did not) take an oath.

Notary:

Print Name:

Commission Number:

My Commission Expires:

[Signature]
Sylvie Lavoie



178-0163-CP(RG)

Page 57 of 64

SECTION I - BONDS

BOND NO. 483223F

SURETY:

Developers Surety and Indemnity Company

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

(Signature As Attorney In Fact)
(Attach Power of Attorney)

James J. Valek

(Print Name)

Attorney-in-Fact

(Title)

2079 Constitution Blvd
Sarasota, FL 34231

(Business Address)

941-923-1218

(Telephone Number)

STATE OF FLORIDA
COUNTY OF SarasotaThe foregoing instrument was acknowledged before me this
18th Day of April 2018By James J. Valek
Of Valek Insurance, LLC, a FloridaCorporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's
License as identification and who did (did not) take an oath.

Notary:

Print Name:

Commission Number:

My Commission Expires:


JOHN KEVIN DILLON
 Notary Public, State of Florida
 My Commission Expires 10-29-18
 Commission No. FF155549

Bond # 483223P

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
P.O. Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint
Nili Dutton, Edward J. Valek II, James J. Valek, J. Kevin Dillon, jointly or severally

Sarasota, FL

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



STATE OF FLORIDA-PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County
This 3 day of May, 2018
By: *KEN BURKE*
Clerk of the Circuit Court & Comptroller

By: *[Signature]*
Deputy Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me,
Date
personally appeared _____

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18th day of April, 2018

By: *Cassie J. Benisford*
Cassie J. Benisford, Assistant Secretary

ATS-1004 (02/17)



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Bayshore Construction, Inc.,
22475 Panther Loop, Bradenton, FL 34202

as Principal, hereinafter called Principal, and, Developers Surety and Indemnity Company,
17771 Cowan, Irvine, CA 92614

a corporation duly organized under the laws of the State of CA
as Surety, hereinafter called the Surety, are held and firmly bound unto
Pinellas County, Florida, Annex Building, 6th Floor, 400 S. Fort Harrison Avenue,
Clearwater, FL 33756

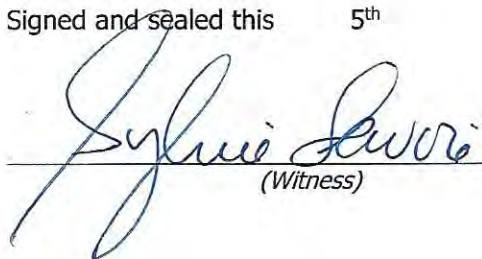
as Oblige, hereinafter called the Oblige, in the sum of 5% of the amount bid
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

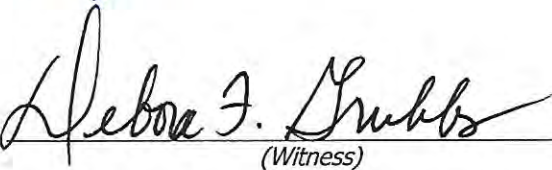
WHEREAS, the Principal has submitted a bid for Boardwalk Replacement - John
Chestnut Sr. Park – 2200 E Lake Rd, Palm Harbor, FL 34685-2001

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 5th day of February, 2018


(Witness)


(Principal) (Seal)
Doug Martin, President
(Title)


(Witness)


(Surety) (Seal)
James J. Valek, Attorney-In-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Nili Dutton, Edward J. Valek II, James J. Valek, J. Kevin Dillon, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me,
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

Daniel Young and Mark Lansdon
Name(s) of Signer(s)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 5th day of February, 2018

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary

ATS-1004 (02/17)



SECTION J – AFFIDAVIT OF RELEASE AND GUARANTEE

SECTION J - AFFIDAVIT OF RELEASE AND GUARANTEE:

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally
appeared _____
who after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID No. 000039A), Bid No: 178-0163-CP(RG) for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, material men, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Pinellas County, relating in any way to the performance or payment of the above-numbered Agreement, for the period from the date of execution of the Agreement through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered Agreement, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this

By _____ who is personally known to me and/or has produced
_____ As identification.

Signature of Person Taking Acknowledgement

Name of Acknowledger Types, Printed or Stamped

APPENDIX 1 - PERMITS**APPENDIX 1 - PERMITS:**

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

PLEASE REFER TO ATTACHMENT TO INVITATION TO BID TITLED “APPENDIX 1 – PERMITS”

PERMIT INDEX**AGENCY****PERMIT NO.****PAGE NO. (s)**

APPENDIX 1

PERMITS

JOHN CHESNUT SR. PARK BOARDWALK REPLACEMENT

P.I.D. No. 000039A

PERMIT INDEX

AGENCY	PERMIT No.	PERMIT FEE / OTHER
Southwest Florida Water Management District (SWFWMD)	750241 / 43010406.003	No permit charge
Pinellas County Building Permit	CB17-07865	Permit obtained by Pinellas County. The awarded Contractor will sign for the permit and pick it up at Building Services, 440 Court Street, Clearwater, FL 33756, (727) 464-3401 before beginning construction. There is no permit charge to the Contractor.
Pinellas County Habitat Management Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
Dewatering Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
National Pollutant Discharge Elimination System (NPDES) Permit	Issued to Contractor following the Pre-construction Meeting if applicable or as directed by the County	No permit charge
Information regarding Pinellas County's permits: https://library.municode.com/fl/pinellas_county/codes/code_of_ordinances?nodeId=PTIIILADECO_CH166ENNAREPR_ARTIIHAMALA_DIV2PE		



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 02, 2017

Pinellas County
Attn: Paul Cozzie
22211 US Hwy 19 N
Clearwater, FL 33765

Subject: **Notice of Intended Agency Action - Approval
ERP Minor Modification**

Project Name: Pinellas County Chesnut Park Boardwalk Replacement
App ID/Permit No: 750241 / 43010406.003
County: Pinellas
Letter Received: July 18, 2017
Expiration Date: August 02, 2022
Sec/Twp/Rge: S33/T27S/R16E, S04/T28S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: John M. Linton, P.E., Pinellas County Public Works Engineering Division



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 02, 2017

Pinellas County
Attn: Paul Cozzie
22211 US Hwy 19 N
Clearwater, FL 33765

Subject: **Notice of Agency Action - Approval
ERP Minor Modification**

Project Name: Pinellas County Chesnut Park Boardwalk Replacement
App ID/Permit No: 750241 / 43010406.003
County: Pinellas
Letter Received: July 18, 2017
Expiration Date: August 02, 2022
Sec/Twp/Rge: S33/T27S/R16E, S04/T28S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) Nos. 44010406.001 and 44010406.002 authorizes the following:

1. The construction of several 30-foot ADA compliant access ramps at the boardwalk transitions and the replacement of the existing boardwalk decking and handrails. The boardwalk will be replaced and the decking elevation raised, allowing for increased light penetration and reduced shading impacts. Existing piles will be used when possible. There will only be minor deviations in the current boardwalk location to avoid tree impacts. The proposed improvements will have no significant impact on the design rate, volume, quality, or manner of stormwater discharge from the site. Temporary sediment and erosion control measures are to remain in place throughout construction.

2. All other terms and conditions of Permit (ERP) No. 44010406.001, dated August 15, 2007, and entitled Pinellas Co. Chesnut Park Boardwalk Phase 1, and Permit (ERP) No 44010406.002, dated January 15, 2009, and entitled Pinellas Co. Chesnut Park Boardwalk, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: John M. Linton, P.E., Pinellas County Public Works Engineering
Division

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

APPENDIX 2 – SAMPLE CHANGE ORDER

APPENDIX 2 – SAMPLE CHANGE ORDER:

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

SAMPLE CHANGE ORDER

PINELLAS COUNTY PURCHASING DEPARTMENT
 CLEARWATER, FLORIDA

FISCAL NO. _____

CHANGE ORDER NO. _____

ACCOUNT NO. _____

TO _____

Total Agreement \$ _____

FOR _____

Addition \$ _____

IN CONNECTION WITH _____

New Total \$ _____

Deletion \$ _____

New Total Agreement \$ _____

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

Investigator

APPROVED AS TO FORM:
 OFFICE OF COUNTY ATTORNEY

 Director of Purchasing
 Accepted this _____ day of
 _____ 20 _____

By _____
 Attorney

PINELLAS COUNTY
 BOARD OF COUNTY COMMISSIONERS

By _____
 Chairman

Attest: KEN BURKE, CLERK
 By _____
 Deputy Clerk

Use Authorized Signatures Only

Company

By _____
 Title

Witness

APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

APPENDIX 3 – SAMPLE APPLICATION FOR PAYMENT

PINELLAS COUNTY
APPLICATION AND CERTIFICATE FOR PAYMENT
Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

From (Contractor Name)

Pinellas County Department

Payment Application Number
Purchase Order Number

Payment Period From: _____ **to** _____

CHANGE ORDER SUMMARY			
Change Order #	Date Approved	Additions	Deductions
TOTAL			
NET CHANGE			

PAYMENT SUMMARY	
Original Agreement Amount	\$ _____
Net Change by Change Order	\$ _____
Agreement Sum to Date	\$ _____
Total Completed to Date	\$ _____
Stored Materials to Install	\$ _____
TOTAL	\$ _____
Retainage _____ %	
Total Earned Less Retainage	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

I certify that the payment requested is in accordance with the terms of the agreement dated _____ and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of _____ paid. _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County ("County") relating in any way to the performance of the agreement between contractors and owner, dated _____ for the period from _____ to _____

APPLICATION FOR PAYMENT APPROVED BY:

Consultant or Design Professional/Engineer of Record

Pinellas County _____ (Dept) Engineering Project Manager

Pinellas County Public Works

Director of _____ (Dept)

Contractor	Date
------------	------

APPENDIX 4 – SPECIAL NOTICES**APPENDIX 4 – SPECIAL NOTICES:**

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

APPENDIX 5 – OTHER UTILITIES**APPENDIX 5 – OTHER UTILITIES:**

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

OTHER UTILITIES**AGENCY****REPORT NO.****PAGE NO. (s)**

APPENDIX 6 – REPORTS**APPENDIX 6 - REPORTS:**

Bid Title: Boardwalk Replacement – John Chesnut Sr. Park (PID # 000039A)
Bid Number: 178-0163-CP(RG)

REPORTS**TITLE****PAGE NO. (s)**

St. Pete Beach City Commission Agenda Report

Issue Considered: Appointment(s) to the Pinellas County Flood Risk and Mitigation Public Information Working Group.

Date: May 14, 2019

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The Program for Public Information (PPI) is expanding its reach as they cover the basic of the CRS PPI requirements as well as evaluating Flood Insurance Coverage, Floodplain Management, and Flood Warning and Response. A new Work Group is being established to provide input to the existing multijurisdictional Local Mitigation Strategy Working Group. This coordinated effort will improve consistency in messaging countywide and will avoid duplication of efforts. This is an opportunity to work closely with each other to:

- Identify flood information needs, target audiences, and associated messages
- Coordinate projects (countywide and jurisdictional) to relay flood information
- Identify flood risks and potential mitigation opportunities
- Identify partnership opportunities
- Provide support to LMS WG

The City of St. Pete Beach currently receives 278 CRS points for its participation. If the City of St. Pete Beach plans to participate in this multijurisdictional program we are required to have:

- Four working group members (2 staff; Wesley Wright, Community Development and Bill Palmer, Building Official and 2 Community stakeholders). We are requesting the Commission appoint two Community stakeholders.
- Recommended appointments: Mr. Chris Hollands and Mr. Michael Welch.
- A quorum present at all of the three meetings per year (1 staff and 1 stakeholder must attend all meetings).

Funding: N/A

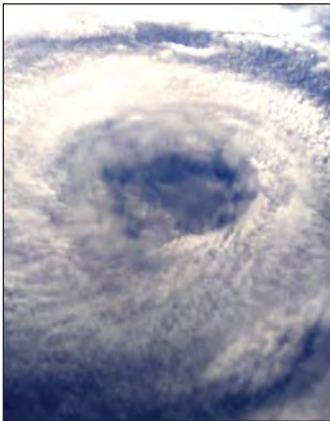
Requested Motion: “I move to appoint Mr. Chris Hollands and Mr. Michael Welch as Community stakeholders for the Pinellas County Flood Risk and Mitigation Information Working Group.”

Attachments: Flyer: You can help create the next Pinellas County all-hazards plan

**Reviewed by
City Manager:** AR



You can help create the next Pinellas County all-hazards plan



The Pinellas County **Local Mitigation Strategy (LMS)** is a multi-jurisdictional all-hazards plan. Its purpose is to assess our community's risk from natural and manmade disasters and identify projects that will reduce loss of life and property. Having this plan in place makes local governments, businesses, non-profits and residents in the county eligible to apply for federal hazard mitigation grant funding. The LMS also serves as the county's floodplain management plan and earns credit under the Community Rating System (CRS) program, which provides flood insurance premium discounts to each participating jurisdiction.

The Federal Emergency Management Agency (FEMA) requires the entire plan to be updated every five years. The Florida Division of Emergency Management and the CRS require certain sections to be updated annually, including the planned mitigation projects.



The LMS takes a whole-community approach by bringing public and private partners together to update the plan. County and municipal governments, other governmental agencies, local universities, businesses, non-profits and residents are all encouraged to contribute.

This year we are forming an LMS Stakeholder Working Group to help with our next FEMA update. If you live or work in the County or one of its municipalities and would like to participate in this effort, please contact:

Chris Moore at cdmoore@pinellascounty.org
or (727) 464-8219

Members of the LMS Stakeholder Working Group will be tasked with providing input on the plan update and attending three meetings per year.

To find out more about the LMS, please visit PinellasLMS.org.



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

Issue Considered: Request approval of the services agreement with FCS, Inc., in an amount not to exceed the FY19 budget for the City's Grease Removal program of \$100,000.00.

Date: May 14, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: FCS, Inc. is currently under contract with Pinellas County for Grit Removal Services at the County's pump and lift stations. The City requests approval to piggyback on this contract for Grease Removal at the City's three (3) pump stations and fourteen (14) lift stations. Grease buildup in these stations causes equipment failure, and periodic cleaning and removal of this grease is necessary to ensure proper functioning stations, and will be performed at scheduled intervals based on each station's needs.

Funding: Wastewater – R&M – Equipment
101-6107-535-5462

Requested Motion: "I move to approve the services agreement with FCS, Inc., in an amount not to exceed the FY19 budget for the City's Grease Removal program of \$100,000.00."

Attachment: Draft Services Agreement
Pinellas County Contract Pricing

**Reviewed by the
City Manager:** 

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Sanitary Sewer – Fats, Oils, and Grease Removal

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

WHEREAS, Contractor is currently under contract with Pinellas County for Grit Removal Services - Utilities (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

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 PC Contract 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 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:

FCS, Inc.
Attn.: Jeffery Helms
3813 126th Avenue N
Clearwater, FL 33762

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.

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.

FCS, Inc.

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

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



PROPOSAL

Fed Id #59-2642043 CFC1429860

Date: 1/31/2019

Attn: Trish White

Proposal Submitted to: **City of St Pete Beach**
Job Site: **7581 Boca Ciega Drive—St Pete Beach, FL 33706**

Email: PWhite@stpetebeach.org

Phone: 727-363-9243

We hereby submit specifications and estimates to:

Pumping of your Lift Station

Ref: PCU Bid #156-0213-B

Grit Removal Services

Contract (July 2016 to July 2021)

Pump Station and Service Area Collection System(Line #4)

Hourly Rate of \$250.00 (Truck & Man)

Grit Removal (Disposal) – (Line #1)

\$850.00 per Dry Ton

Unspecified Services (Line #5)

Hourly Rate of \$125.00 (Extra Man)

We will work together for your Pump Out Schedule

Pumping Completely DRY—Manifesting All Waste

Cradle To Grave-----Customer is Indemnity Free

Authorized signature: Jeffery Helms

We may withdraw this proposal if not accepted within 10 days.

Acceptance of proposal- the above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date: _____ Signature: _____ Print: _____



"Go Green with the FCS Team"
"Recycling GT Waste & Yellow Oil"



3813 126th Avenue North, Clearwater, FL 33762
(727) 576-1111 Fax (727) 573-1521

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

Issue Considered: Authorize the City Manager to enter into and execute the PSTA interlocal agreement regarding the BRT (Bus Rapid Transit) as currently proposed by the PSTA (Pinellas Suncoast Transit Authority) of Pinellas County, Florida.

Date: May 14, 2019

Prepared By: Andrew Dickman, City Attorney

Through: Alex Rey, City Manager

Summary of Issue: On March 27, 2019 PSTA objected to parts of a resolution that was to be presented to City Commission on the April 9th meeting. The item was tabled to May 14, 2019 City Commission meeting so that PSTA could present an amended agreement to the BRT project as well as to correct documents that misrepresented the City's participation in the BRT project.

Funding: N/A

Requested Motion: "I move to authorize the City Manager to enter into and execute the PSTA interlocal agreement regarding the BRT (Bus Rapid Transit) as currently proposed by the PSTA (Pinellas Suncoast Transit Authority) of Pinellas County, Florida.

Attachment: PSTA Interlocal Agreement

Reviewed by the City Manager: AR

**INTERLOCAL AGREEMENT
CENTRAL AVENUE BUS RAPID TRANSIT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2019 by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive North, St. Petersburg, FL 33716, and the CITY OF ST. PETE BEACH (“City”), a Florida municipal corporation with its principal place of business located at 155 Corey Avenue, St. Pete Beach, FL 33706 (collectively, the “Parties”).

WHEREAS, pursuant to Chapter 2000-424, Laws of Florida, as amended, PSTA has the authority to plan, develop, improve, construct, maintain, operate, and finance a public transit system; and

WHEREAS, PSTA currently provides bus service within the City including but not limited to the Suncoast Beach Trolley and Central Avenue Trolley pursuant to that certain Suncoast Beach Trolley Agreement between the Parties and the City of Treasure Island dated September 6, 2016, as amended and renewed (“Suncoast Beach Trolley Agreement”); and

WHEREAS, PSTA has developed a plan for bus rapid transit (“BRT”) service in St. Petersburg’s Central Avenue corridor from downtown St. Petersburg to the Gulf beaches, including St. Pete Beach, which is commonly referred to as the Central Avenue BRT Project (“BRT Project”); and

WHEREAS, pursuant to section 163.01, Florida Statutes, counties, cities, public authorities, state agencies, and other public agencies are authorized to enter into interlocal agreements among and between themselves in order to make the most efficient use of their powers and enabling them to cooperate with other governmental entities; and

WHEREAS, the Parties desire to identify certain responsibilities of PSTA and the City, respectively, for purposes of PSTA’s development of the plans and funding for the BRT Project within the City limits.

NOW, THEREFORE, for and in consideration of, the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the City and PSTA agree as follows:

1. RECITALS.

The above recitals are true and correct and incorporated into this Agreement.

2. THE BRT PROJECT

2.1. No City Funding.

2.1.1. No funding towards the capital or operational cost from the City will be shown in any future Federal Transit Administration (FTA) New Starts application or other materials to support the application for the BRT Project prepared, authorized or submitted by PSTA.

2.1.2. PSTA recognizes that no financial contributions towards the operations and maintenance of the BRT Project will be provided by the City.

2.2. Vehicle Size. The BRT Project will utilize vehicles with a maximum length of approximately forty (40) feet (the length of PSTA's current trolleys). At any point, no sooner than three (3) years after the start of the BRT Project service, if PSTA determines that ridership requires a different-sized vehicle to be used, the use of vehicles larger than forty (40) feet within the City limits must be approved by the City prior to PSTA's operation of larger vehicles within the City limits. The City's approval of larger vehicles shall not be unreasonably withheld.

2.3. Transfer/Layover Facility.

2.3.1. The City agrees to provide a location, agreeable to PSTA, on City right-of-way near the Don Cesar Resort for a transfer/layover facility to accommodate a BRT bus and a smaller shuttle vehicle at the same time ("Facility").

2.3.2. The City shall make all reasonable efforts to develop and record a separate easement agreement in favor of PSTA over and cross the City right-of-way for purposes of constructing, maintaining, and operating the Facility such that PSTA's Federal funding investment in the Facility can meet the FTA's "Satisfactory Continuing Control" requirement for the life of the Facility. If the City Council has not approved a separate easement agreement over and across a location on the City right-of-way acceptable to PSTA no later than July 30, 2019, however by mutual agreement of city manager and chief executive officer of PSTA this deadline may be extended on a month to month basis, then PSTA shall have the option to terminate this Agreement with thirty (30) days' written notice to the City.

2.4. Design Coordination. During final designs of the BRT Project and the Facility, the City will review the designs of the portion of the BRT Project within the City limits and the Facility and provide any feedback to PSTA. The City will provide any comments to indicate any potential conflicts with the designs. The City shall provide their feedback in a timely manner.

2.5. Construction Coordination. During the construction phase of the BRT Project, the City will promptly review any applications for building permits or development orders that are necessary for the BRT Project and issue said permits and orders in compliance with all applicable City codes, rules and regulations, at no charge to PSTA. The Parties recognize that PSTA is exempt from such charges pursuant to Section 7, Chapter 2000-424, Laws of Florida.

2.6. City Project Coordination. The City agrees to coordinate design, construction schedules and other details with PSTA on ongoing City projects such as the planned sanitary sewer force main and undergrounding of electrical utilities projects along the BRT Project corridor.

2.6.1. The City will notify PSTA of other City projects that could potentially impact the BRT Project and the Facility, and shall provide applicable drawings, surveys and permits for these other projects upon PSTA's request.

3. PASS-A-GRILLE TRANSIT SERVICE

3.1. Elimination of All Trolley Service in Pass-A-Grille. PSTA agrees to terminate all existing bus and trolley service south of the Facility constructed pursuant to section 3 of this Agreement, within

fourteen (14) days of the completion of the Facility, no sooner than July 1, 2019 but no later than October 15, 2019. The PSTA will recalculate the cost allocation of PSTA's transit services to the City pursuant to the elimination of trolley service in Pass-A-Grille.

3.2. Shuttle Service to Pass-a-Grille Neighborhood. The City will provide contracted service through on-demand shuttles along Pass-a-Grille at no cost or other obligation to PSTA.

3.3. Effect on Suncoast Beach Trolley Agreement. The Suncoast Beach Trolley Agreement shall remain in full force and effect, without regard to this Agreement. However, the Parties recognize that the parties to the Suncoast Beach Trolley Agreement may choose to amend the Suncoast Beach Trolley Agreement in consideration of the effects of this Agreement to reflect changes in the service levels and costs of the services.

4. NO LIABILITY

The City and PSTA shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that the City or PSTA may be entitled to under the doctrine of sovereign immunity or Section 768.28, Fla. Statutes. Nothing herein shall be construed as consent by the City or PSTA to be sued by third parties in any matter arising out of this Agreement. This Agreement is not intended to benefit any third parties. This paragraph shall survive termination of this Agreement, however terminated.

5. TERMINATION

In the event funds to finance the BRT Project are not available or PSTA abandons the BRT for any reason, a Party may terminate their participation in this Agreement, by providing written notification to the other Party, pursuant to Section 10 of this Agreement.

5.1 PSTA may terminate this Agreement if it determines, in its sole discretion, to cease operation of the BRT service for the Project within the City limits, pursuant to Section 11 of this Agreement. Upon termination of this Agreement, the City may require PSTA to remove the facilities built for the BRT Project if the City finds they are no longer necessary.

5.2 This Agreement shall remain in place so long as PSTA is operating the BRT Project within the City limits or is operating the Facility. Neither Party may terminate this Agreement either for convenience or cause. This Agreement can only be terminated prior to PSTA's abandonment of the BRT Project upon mutual agreement of both parties. The parties' sole remedy for breach of this Agreement shall be to seek specific performance of the other party's obligations. Prior to initiating any litigation, the parties shall participate in the conflict resolution process provided in the Florida Governmental Conflict Resolution Act, chapter 164, Florida Statutes.

6. FILING AND EFFECTIVE DATE

PSTA shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Pinellas County within ten (10) days of final execution. This Agreement shall become effective upon filing with the Clerk of the Circuit Court.

7. AMENDMENTS

This Agreement may be amended only by a document in writing executed by the City and PSTA with the same formality of this Agreement.

8. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement and the venue for any legal action filed in state court shall be in Pinellas County, Florida and the venue for any legal action filed in federal court shall be in the U.S. District Court, Middle District of Florida, Tampa Division.

9. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between the City and PSTA.

10. NOTICES

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by one Party to another shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

If to PSTA:

Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716
Fax: (727) 540-1913

If to the City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: (727) 363-9249

With required copy to:

Alan S. Zimmet, General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Fax: (813) 223-2705

City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: (727) 527-7180

11. FORCE MAJEURE

Neither Party shall be liable for its non-performance or delayed performance under this Agreement if caused by force majeure. Force majeure shall be defined as a fire, flood, act of God, war, terrorism,

riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or event which are not the fault or are beyond the control of the Party.

12. SUCCESSOR AGENCY

In the event PSTA is reconstituted as a new agency, merged with another agency or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the BRT project performed by PSTA. This assignment shall be effective without the need for any further written agreement between the parties. The City shall retain the right to terminate this Agreement in accordance with Section 6.

13. SOVEREIGN IMMUNITY

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

14. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties with regard to the BRT Project and may be modified or amended only by a document in writing executed by the Parties hereto and with the same formality of this Agreement.

15. COUNTERPARTS

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.

This space intentionally blank. Signatures pages to follow.

IN WITNESS WHEREOF, the Parties hereto this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____, 2019

PINELLAS SUNCOAST TRANSIT AUTHORITY

ATTEST:

Rachael Cappolla

Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

Alan S. Zimmet, General Counsel

CITY OF ST. PETE BEACH

ATTEST:

Alex Rey, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

Issue Considered: Ordinance 2019-01: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.

Date: May 14, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Applicant requests to amend the Future Land Use Map of the City of St. Pete Beach Comprehensive Plan from INS Institutional District to RM Residential District.

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote. The City Commission held a First Reading on February 12, 2019. This application has completed the Countywide planning process and was deemed consistent with the Relevant Countywide considerations found in the Countywide Rules.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The request would change the land use designation on the Future Land Use Map from INS-Institutional District to the RM-Residential Medium District to possibly allow for utilization for a future development.

Staff recommends approval. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area.

Funding: N/A

Requested Motion: "I move to approve Ordinance 2019-01 on final reading (read title)."

Attachment: Ordinance 2019-01,
Staff Report
Application of request

**Reviewed by the
City Manager:** 

Ordinance 2019-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITY OF ST. PETE BEACH FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN BY REDESIGNATING APPROXIMATELY 0.316 ACRES FROM THE INSTITUTIONAL DISTRICT (INS) TO THE RESIDENTIAL MEDIUM DISTRICT (RM); PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has received an application for the amendment of the Future Land Use Designation of the property described herein from the owners thereof; and

WHEREAS, the City's local planning agency has reviewed this ordinance, found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission, has found this ordinance to be consistent with the City's adopted comprehensive plan; and

WHEREAS, the City Commission has found this ordinance to be in the best interest, safety and welfare of the citizens of the city; and

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

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

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

SECTION 2. The Comprehensive Plan of the City of St. Pete Beach, Florida is hereby amended by amending the Future Land Use Plan Map incorporated therein for the property generally located at 3101 Pass-a-Grille Way, Don Ce-Sar Place, Section 7, Township 32 South, from INS Institutional District to RM Residential Medium District.

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

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT
FUTURE LAND USE AMENDMENT AND
ZONING MAP AMENDMENT
STAFF FINDINGS REPORT
TO THE
ST. PETE BEACH CITY COMMISSIONERS**

APPLICATION NUMBER: CPA/ZM-18-00023 - M. David Feinberg Jr., for Sea Biscuit Properties LLC

PREPARED BY: Community Development Staff

MEETING DATE: February 12, 2019

This application is a request to amend the Future Land Use Map of the Comprehensive Plan, and to amend the Zoning Map of the Land Development Code.

FUTURE LAND USE MAP REQUEST:	From: INS- Institutional District To: RM- Residential Medium District
ZONING MAP REQUEST:	From: INS- Institutional District To: RM- Residential District
LOCATION:	3101 Pass-a-Grille Way; Parcel number 07-32-16-21852-025-0000; more specifically, Parcel B, Plat Book 13, Page 15. A complete legal description of the property is on file with Community Development.
ACREAGE:	Approximately 0.316 acres (13,786 square feet)
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RM- Residential Medium South – RU- Residential Urban East – P- Preservation West – RM- Residential Medium
SURROUNDING ZONING MAP DESIGNATIONS:	North – RM- Residential District South – RU-2/PAG- Residential District/ Pass-a-Grille Overlay East – P- Preservation West – RM/PAG- Residential District/ Pass-a-Grille Overlay
SURROUNDING EXISTING USES:	North – Marina Bay Condos South – Single-family residence East – Fuller Island West – Single-family residences

BACKGROUND

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

In 1974 (Case No. 323) the property was granted a special exception to operate a school in the R-3 Multiple family (low rise) Residential District. In 2003 (via Ordinance 2003-08) the zoning districts were changed and three new districts were added (INS- Institutional District, R/OS- Recreation/Open Space District, and the-Transportation/Utility District). The R-3 District was changed to the RM-Residential District. However, in 2003 this property was given the designation of one of the new land uses of INS-Institutional District.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The applicant attended the Technical Review Committee (TRC) on October 17, 2018 and provided some verbal comments. The applicant stated that it is the intention that the structure be converted into a multi-family development. The tentative plan is to have four, three bedroom, two bathroom units. It was also stated that the applicant may be utilizing a third floor, or at least a portion of the existing deck for living area. They would be utilizing the existing parking spaces and may upgrade the surface. The applicant discussed that the previous school had 60 children and 15 teachers, and believed the use on the City's infrastructure would be reduced. He was advised that concurrency would need to be demonstrated at the time of permitting.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received for this application.

REQUEST FOR LAND USE CHANGE

1. Concurrency

- a. Sanitary Sewer – The sanitary sewer is under a moratorium but the City is looking to improve the service.
- b. Potable Water – The property will have to coordinate with Pinellas County, but the site currently has potable water.
- c. Solid Waste – Removal of solid waste will be from a private provider.
- d. Drainage – The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.

2. Consistency with the Land Development Code –The applicant will be required to meet all LDC standards at the time of permitting.

3. **Consistency with the Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Objective 2.4- Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

TRANSPORTATION ELEMENT

Policy 1.1.3-The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide road-way improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

INFRASTRUCTURE PLAN ELEMENT

Objective 1.1- The City of St. Pete Beach shall continue to implement procedures, in cooperation with its sewage, solid waste and potable water system providers to ensure that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.1

Level of service standards shall be:	
Facility	Level of Service Standard
Sanitary Sewer	149.4 gallons per day per capita
Solid Waste	1.3 tons per person per day
Potable Water	120 gallons per day per capita

Policy 1.1.4- Prior to the issuance of a building permit for future development and/or redevelopment activities, the City shall consult with Pinellas County Utilities to ensure that adequate potable water supplies and facilities will be available by the anticipated issuance date of the certificate of occupancy.

Policy 1.1.5- The land development regulations and development review procedures shall be used to ensure that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed under the city's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Staff Comment: While no project is proposed for this parcel at this time, any project will be subject to the above objectives and policies.

4. **Compatibility with Adjacent Land Uses** – The property lies immediately adjacent to residential and multi-family uses.

5. Transportation –The site would obtain access from Pass-a-Grille Way.

ANALYSIS

The request would change the land use designations on the Future Land Use Map and Zoning Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

Division 17 of the Land Development Code describes the INS District as intended for the establishment of private institutional uses and public facilities in those areas designated within the INS Institutional land use category on the Future Land Use Map. Such uses may include ancillary commercial and residential uses, such as gift shops and residence halls, which are clearly subordinate to the principle use of the property. The permitted principal uses and structures are as follows: places of worship with fewer than 100 seats in the main sanctuary, utility substations and/or rights-of-way, and public facilities, including public parks and other public recreational uses. The uses allowable with an approved conditional use application are as follows: places of worship with 100 seats or more in the main sanctuary, residential structures as an ancillary use to the institution, commercial docks - Classes B and C only, clubs, private and community service, schools, public, private or charter, and social service agencies.

Division 12 of the Land Development Code describes the RM District as intended for residential areas designated within the RM Residential Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district. The permitted principal uses and structures are as follows: *residential dwellings* — attached and detached single-family, multifamily and two-family. Such dwellings may be used for transient occupancy, so long as any transient occupancy of less than 30 days does not occur more than three times in any 12-month period on any parcel. The uses allowable with an approved conditional use application are as follows: assisted living facilities, daycare center/kindergarten, recreational—public parks and/or recreational facilities, schools, public or private, and utility substations and/or rights-of-way.

The table below would show the differences in the existing land use and zoning of Institutional District and the Residential Medium District as follows:

	INS-Institutional District	RM- Residential Medium
Permitted principal uses	Places of Worship (limited), utility substations, rights-of-way, public facilities	Residential dwellings
Residential Density	Allowable ancillary residential density shall be 12.5 units per acre for places of worship and 7.5 units per acre for all other uses. (2 Units)	15 units per acre (4 Units)
FAR	0.65	0.50
ISR	0.80	0.70 residential 0.75 non-residential

The subject parcel is 0.316 acres; the increase in density could be 2 units.

The floor area ratio (FAR) would decrease from 0.65 to 0.50.

The ISR would decrease from 0.80 to either 0.70 for a residential use or 0.75 for a non-residential use.

STANDARDS FOR REVIEW

In reviewing the application for a rezoning, Staff, the Planning Board, and the City Commission shall consider whether the proposed rezoning is consistent with and furthers the goals, policies, and action strategies of the Comprehensive Plan. In addition, the Planning Board and City Commission shall consider the following:

- a. **Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the plan. The planning board and city commission shall review the request considering the most intense use permitted in the requested zone district;** *The permitted uses allowed in the RM-Residential Medium District are residential. This is less intense than what is allowable currently in the Institutional District.*
- b. **Compatibility with adjacent properties and the existing land use pattern;** *The compatibility would increase as the applicant proposes a land use change and zoning change from Institutional District to Residential Medium District. The property is surrounded by residential uses.*
- c. **Possible creation of an isolated district unrelated to adjacent and nearby districts;** *The land use and zoning is currently Institutional and is isolated. The surrounding area is residential. This amendment would be making the area more consistent with the surrounding residential land uses.*
- d. **The population density pattern and increase in demand for public utilities or services, including potable water supply, sanitary sewer capacity, law enforcement or fire suppression;** *The previous use was a school. The proposed new use if the application is approved could be multi-family (as stated by the applicant) and the demand on the public utilities and/or services should be reduced. The applicant will have to demonstrate this at the time of permitting.*
- e. **Any increase in use of city infrastructure, including stormwater management facilities, streets and roads, water lines, sewer lines or lift stations;** *It is not anticipated with the proposed residential use that there would be an increase in use of the City's infrastructure.*
- f. **Whether existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;** *The district boundaries only encompass the subject property. The land use districts surrounding the subject property are residential in nature.*
- g. **Whether changed or changing conditions make the passage of the proposed amendment necessary;** *The applicant is proposing the land use and zoning amendment.*

- h. Whether the proposed change will adversely affect drainage.** *The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.*
- i. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;** *The proposed land use change should result in an improvement to the adjacent property as the uses would both be residential.*
- j. Whether the proposed change will constitute a grant of special privileges to an individual owner as contrasted with the public welfare;** *If the proposed amendments are granted the land use would allow for residential which is consistent with the surrounding area.*
- k. Whether the change suggested is out of scale with the needs of the neighborhood or the city.** *The proposed request would be more compatible with the surrounding area.*

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

- 1.** The request is to re-designate approximately 0.316 acres from the Institutional District to the Residential Medium District.
- 2.** The site lies immediately adjacent to residential and multi-family uses.
- 3.** The proposed amendment would reduce the spot zoning in the general area. The land uses surrounding the property are residential in nature.
- 4.** Concurrency would need to be demonstrated if the proposed use required sanitary sewer, potable water, solid waste and drainage.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City Commission) may recommend approval of the application. The proposed land use and zoning amendment does not pose compatibility issues based on the existing surrounding land uses. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area. Based on the findings of fact and the analysis, staff recommends Approval of the Comprehensive Plan Amendment and the Zoning Amendment.



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
727-367-2735
www.stpetebeach.org

APPLICATION FOR TEXT/MAP AMENDMENT

(Check appropriate boxes)

- ☐ Comprehensive Plan Text Amendment
☒ Future Land Use Map Amendment
☐ Land Development Code Text Amendment
☒ Zoning Map Amendment

Case Number: 18-00023

SUBJECT PROPERTY (N/A for text amendments):

Legal

Description (See Attached)

Address:

3101 PASS-A-GRILLE WAY

Parcel ID:

07-32-16-21852 025-0000

Current

Proposed

Current

Proposed

Zoning

Zoning

FLUM

FLUM

Category:

INS

Category:

RM

Category:

Category:

Lot area:

13,786 square feet (0.316 acres m.o.l.)

APPLICANT:

M. David Feinberg Jr.
Helen Hough Feinberg

AGENT (must have agent authorization):

Name:

Sea Biscuit Properties LLC

Name:

Address:

2701 Sunset Way

Address:

City:

St. Pete Beach

State:

Florida

City:

State:

Zip:

33706

Telephone:

727.643.6007

Zip:

Telephone:

Email:

Davefeinberg@me.com

Text to be stricken and/or added (Add additional sheets if necessary).

APPLICATION FEES

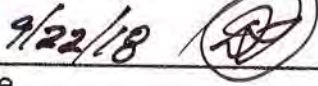
Land Development Code Text change	\$800.00 plus direct mailing costs
Land Development Code Map change	\$2000 plus direct mailing costs
Comprehensive Plan Amendment (not in CRD)	<u>\$2,500.00</u> plus direct mailing costs ✓
Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs

THE FOLLOWING ITEMS MUST BE INITIALED BY OWNER OR AGENT:

- 
☒ I understand that the Planning Board's action is not final. It must be approved by the City Commission.
- ☒ I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 days after the Commission decision; otherwise, the decision shall be final.
- ☒ I understand that I, as the applicant, or an authorized representative must be present at all scheduled public meetings on the application.



 Owner / Agent Signature



 Date

LEGAL DESCRIPTION: (PROVIDED TO SURVEYOR)

THE FOLLOWING PARCEL OF LAND LYING AND BEING IN DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20. MORE PARTICULARLY DESCRIBED AS THE SOUTH 125 FEET OF BLOCK B. TOGETHER WITH THAT CERTAIN STRIP OF LAND TEN (10) FEET IN WIDTH LYING ADJACENT TO THE EASTERLY BOUNDARY OF THE SOUTH 125 FEET OF BLOCK B, AND BEING OUTSIDE OF AND INCLUDING THE SEAWALL, SAID 10-FOOT STRIP OF LAND SHOWN AS "10' RESERVED" ON THE PLAT OF DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
SEA BISCUIT PROPERTIES, LLC

Filing Information

Document Number L04000016560
FEI/EIN Number 20-0810235
Date Filed 03/02/2004
State FL
Status ACTIVE

Principal Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Mailing Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Registered Agent Name & Address

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Address Changed: 03/02/2017

Authorized Person(s) Detail

Name & Address

Title MGR

FEINBERG, M. DAVID JR
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Annual Reports

Report Year	Filed Date
2016	04/05/2016
2017	03/02/2017
2018	03/14/2018

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000016560

Entity Name: SEA BISCUIT PROPERTIES, LLC

Current Principal Place of Business:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Current Mailing Address:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

FEI Number: 20-0810235

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name FEINBERG, M. DAVID JR
Address 2701 SUNSET WAY
City-State-Zip: ST, PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: M. DAVID FEINBERG, JR.

MGR

03/14/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

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

Issue Considered: Ordinance 2019-02: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.

Date: May 14, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Applicant requests to amend the Zoning Map of the City of St. Pete Beach Land Development Code from INS Institutional District to RM Residential District.

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote. The City Commission held a First Reading on February 12, 2019. This application has completed the Countywide planning process and was deemed consistent with the Relevant Countywide considerations found in the Countywide Rules.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The request would change the zoning designation on the Zoning Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

Staff recommends approval. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area.

Funding: N/A

Requested Motion: “I move to approve Ordinance 2019-02 on final reading (read title).”

Attachment: Ordinance 2019-02
Staff Report
Application of request

**Reviewed by the
City Manager:** 

Ordinance 2019-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITY OF ST. PETE BEACH ZONING MAP OF THE CITY'S LAND DEVELOPMENT CODE BY REDESIGNATING APPROXIMATELY 0.316 ACRES FROM THE INSTITUTIONAL DISTRICT (INS) TO THE RESIDENTIAL MEDIUM DISTRICT (RM); PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has received an application for the amendment of the Official Zoning Map of the property described herein from the owners thereof; and

WHEREAS, the City's local planning agency has reviewed this ordinance, found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

WHEREAS, the City Commission, has found this ordinance to be consistent with the City's adopted comprehensive plan; and

WHEREAS, the City Commission has found this ordinance to be in the best interest, safety and welfare of the citizens of the city; and

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

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

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

SECTION 2. The Land Development Code of the City of St. Pete Beach, Florida is hereby amended by amending the Official Zoning Map incorporated therein by changing the zoning district of the property generally located at 3101 Pass-a-Grille Way, Don Ce-Sar Place, Section 7, Township 32 South, from INS Institutional District to RM Residential Medium District.

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

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

legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**DEPARTMENT OF COMMUNITY DEVELOPMENT
FUTURE LAND USE AMENDMENT AND
ZONING MAP AMENDMENT
STAFF FINDINGS REPORT
TO THE
ST. PETE BEACH CITY COMMISSIONERS**

APPLICATION NUMBER: CPA/ZM-18-00023 - M. David Feinberg Jr., for Sea Biscuit Properties LLC

PREPARED BY: Community Development Staff

MEETING DATE: February 12, 2019

This application is a request to amend the Future Land Use Map of the Comprehensive Plan, and to amend the Zoning Map of the Land Development Code.

FUTURE LAND USE MAP REQUEST:	From: INS- Institutional District To: RM- Residential Medium District
ZONING MAP REQUEST:	From: INS- Institutional District To: RM- Residential District
LOCATION:	3101 Pass-a-Grille Way; Parcel number 07-32-16-21852-025-0000; more specifically, Parcel B, Plat Book 13, Page 15. A complete legal description of the property is on file with Community Development.
ACREAGE:	Approximately 0.316 acres (13,786 square feet)
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RM- Residential Medium South – RU- Residential Urban East – P- Preservation West – RM- Residential Medium
SURROUNDING ZONING MAP DESIGNATIONS:	North – RM- Residential District South – RU-2/PAG- Residential District/ Pass-a-Grille Overlay East – P- Preservation West – RM/PAG- Residential District/ Pass-a-Grille Overlay
SURROUNDING EXISTING USES:	North – Marina Bay Condos South – Single-family residence East – Fuller Island West – Single-family residences

BACKGROUND

The Planning Board heard the application on December 17, 2018 and recommended approval to the City Commission with a 3 to 0 vote.

In 1974 (Case No. 323) the property was granted a special exception to operate a school in the R-3 Multiple family (low rise) Residential District. In 2003 (via Ordinance 2003-08) the zoning districts were changed and three new districts were added (INS- Institutional District, R/OS- Recreation/Open Space District, and the-Transportation/Utility District). The R-3 District was changed to the RM-Residential District. However, in 2003 this property was given the designation of one of the new land uses of INS-Institutional District.

The property is developed with an elevated structure that was used as a private school (AMI Kids Pinellas) with approximately 7,834 of total building heated square-footage and 12,376 gross area square-footage. The elevated structure was constructed in 1991. The structure currently is vacant. The property also has two docks, a fence, patio/deck and other amenities. The property is surrounded by residential and multi-family uses.

The applicant attended the Technical Review Committee (TRC) on October 17, 2018 and provided some verbal comments. The applicant stated that it is the intention that the structure be converted into a multi-family development. The tentative plan is to have four, three bedroom, two bathroom units. It was also stated that the applicant may be utilizing a third floor, or at least a portion of the existing deck for living area. They would be utilizing the existing parking spaces and may upgrade the surface. The applicant discussed that the previous school had 60 children and 15 teachers, and believed the use on the City's infrastructure would be reduced. He was advised that concurrency would need to be demonstrated at the time of permitting.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received for this application.

REQUEST FOR LAND USE CHANGE

1. Concurrency

- a. Sanitary Sewer – The sanitary sewer is under a moratorium but the City is looking to improve the service.
- b. Potable Water – The property will have to coordinate with Pinellas County, but the site currently has potable water.
- c. Solid Waste – Removal of solid waste will be from a private provider.
- d. Drainage – The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.

2. Consistency with the Land Development Code –The applicant will be required to meet all LDC standards at the time of permitting.

3. **Consistency with the Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Objective 2.4- Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an orderly and aesthetic mixture of land uses.

TRANSPORTATION ELEMENT

Policy 1.1.3-The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide road-way improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

INFRASTRUCTURE PLAN ELEMENT

Objective 1.1- The City of St. Pete Beach shall continue to implement procedures, in cooperation with its sewage, solid waste and potable water system providers to ensure that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.1

Level of service standards shall be:	
Facility	Level of Service Standard
Sanitary Sewer	149.4 gallons per day per capita
Solid Waste	1.3 tons per person per day
Potable Water	120 gallons per day per capita

Policy 1.1.4- Prior to the issuance of a building permit for future development and/or redevelopment activities, the City shall consult with Pinellas County Utilities to ensure that adequate potable water supplies and facilities will be available by the anticipated issuance date of the certificate of occupancy.

Policy 1.1.5- The land development regulations and development review procedures shall be used to ensure that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed under the city's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Staff Comment: While no project is proposed for this parcel at this time, any project will be subject to the above objectives and policies.

4. **Compatibility with Adjacent Land Uses** – The property lies immediately adjacent to residential and multi-family uses.

5. **Transportation** –The site would obtain access from Pass-a-Grille Way.

ANALYSIS

The request would change the land use designations on the Future Land Use Map and Zoning Map from INS-Institutional District to the RM- Residential Medium District to possibly allow for utilization for a future development.

Division 17 of the Land Development Code describes the INS District as intended for the establishment of private institutional uses and public facilities in those areas designated within the INS Institutional land use category on the Future Land Use Map. Such uses may include ancillary commercial and residential uses, such as gift shops and residence halls, which are clearly subordinate to the principle use of the property. The permitted principal uses and structures are as follows: places of worship with fewer than 100 seats in the main sanctuary, utility substations and/or rights-of-way, and public facilities, including public parks and other public recreational uses. The uses allowable with an approved conditional use application are as follows: places of worship with 100 seats or more in the main sanctuary, residential structures as an ancillary use to the institution, commercial docks - Classes B and C only, clubs, private and community service, schools, public, private or charter, and social service agencies.

Division 12 of the Land Development Code describes the RM District as intended for residential areas designated within the RM Residential Medium land use category on the future land use maps. Certain other structures and uses required to serve governmental, religious and non-commercial recreational needs of such areas may be permitted, subject to restrictions and requirements intended to preserve the character of such district. The permitted principal uses and structures are as follows: *residential dwellings* — attached and detached single-family, multifamily and two-family. Such dwellings may be used for transient occupancy, so long as any transient occupancy of less than 30 days does not occur more than three times in any 12-month period on any parcel. The uses allowable with an approved conditional use application are as follows: assisted living facilities, daycare center/kindergarten, recreational—public parks and/or recreational facilities, schools, public or private, and utility substations and/or rights-of-way.

The table below would show the differences in the existing land use and zoning of Institutional District and the Residential Medium District as follows:

	INS-Institutional District	RM- Residential Medium
Permitted principal uses	Places of Worship (limited), utility substations, rights-of-way, public facilities	Residential dwellings
Residential Density	Allowable ancillary residential density shall be 12.5 units per acre for places of worship and 7.5 units per acre for all other uses. (2 Units)	15 units per acre (4 Units)
FAR	0.65	0.50
ISR	0.80	0.70 residential 0.75 non-residential

The subject parcel is 0.316 acres; the increase in density could be 2 units.

The floor area ratio (FAR) would decrease from 0.65 to 0.50.

The ISR would decrease from 0.80 to either 0.70 for a residential use or 0.75 for a non-residential use.

STANDARDS FOR REVIEW

In reviewing the application for a rezoning, Staff, the Planning Board, and the City Commission shall consider whether the proposed rezoning is consistent with and furthers the goals, policies, and action strategies of the Comprehensive Plan. In addition, the Planning Board and City Commission shall consider the following:

- a. **Whether the proposed change would be contrary to the land use plan and would have an adverse effect on the plan. The planning board and city commission shall review the request considering the most intense use permitted in the requested zone district;** *The permitted uses allowed in the RM-Residential Medium District are residential. This is less intense than what is allowable currently in the Institutional District.*
- b. **Compatibility with adjacent properties and the existing land use pattern;** *The compatibility would increase as the applicant proposes a land use change and zoning change from Institutional District to Residential Medium District. The property is surrounded by residential uses.*
- c. **Possible creation of an isolated district unrelated to adjacent and nearby districts;** *The land use and zoning is currently Institutional and is isolated. The surrounding area is residential. This amendment would be making the area more consistent with the surrounding residential land uses.*
- d. **The population density pattern and increase in demand for public utilities or services, including potable water supply, sanitary sewer capacity, law enforcement or fire suppression;** *The previous use was a school. The proposed new use if the application is approved could be multi-family (as stated by the applicant) and the demand on the public utilities and/or services should be reduced. The applicant will have to demonstrate this at the time of permitting.*
- e. **Any increase in use of city infrastructure, including stormwater management facilities, streets and roads, water lines, sewer lines or lift stations;** *It is not anticipated with the proposed residential use that there would be an increase in use of the City's infrastructure.*
- f. **Whether existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;** *The district boundaries only encompass the subject property. The land use districts surrounding the subject property are residential in nature.*
- g. **Whether changed or changing conditions make the passage of the proposed amendment necessary;** *The applicant is proposing the land use and zoning amendment.*

- h. Whether the proposed change will adversely affect drainage.** *The site will be required to be designed to meet all applicable stormwater design standards at the time of permitting.*
- i. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;** *The proposed land use change should result in an improvement to the adjacent property as the uses would both be residential.*
- j. Whether the proposed change will constitute a grant of special privileges to an individual owner as contrasted with the public welfare;** *If the proposed amendments are granted the land use would allow for residential which is consistent with the surrounding area.*
- k. Whether the change suggested is out of scale with the needs of the neighborhood or the city.** *The proposed request would be more compatible with the surrounding area.*

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

- 1.** The request is to re-designate approximately 0.316 acres from the Institutional District to the Residential Medium District.
- 2.** The site lies immediately adjacent to residential and multi-family uses.
- 3.** The proposed amendment would reduce the spot zoning in the general area. The land uses surrounding the property are residential in nature.
- 4.** Concurrency would need to be demonstrated if the proposed use required sanitary sewer, potable water, solid waste and drainage.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City Commission) may recommend approval of the application. The proposed land use and zoning amendment does not pose compatibility issues based on the existing surrounding land uses. The proposal as outlined is consistent with the policies of the Comprehensive Plan. Granting this request will not adversely affect the public interest, and would be generally compatible with adjacent properties and other properties in the area. Based on the findings of fact and the analysis, staff recommends Approval of the Comprehensive Plan Amendment and the Zoning Amendment.



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
727-367-2735
www.stpetebeach.org

APPLICATION FOR TEXT/MAP AMENDMENT

(Check appropriate boxes)

- ☐ Comprehensive Plan Text Amendment
☒ Future Land Use Map Amendment
☐ Land Development Code Text Amendment
☒ Zoning Map Amendment

Case Number: 18-00023

SUBJECT PROPERTY (N/A for text amendments):

Legal

Description

(See Attached)

Address:

3101 PASS-A-GRILLE WAY

Parcel ID:

07-32-16-21852 025-0000

Current

Proposed

Current

Proposed

Zoning

Zoning

FLUM

FLUM

Category:

INS

Category:

RM

Category:

Category:

Lot area:

13,786 square feet (0.316 acres m.o.l.)

APPLICANT:

M. David Feinberg Jr.
Helen Hough Feinberg

AGENT (must have agent authorization):

Name:

Sea Biscuit Properties LLC

Name:

Address:

2701 Sunset Way

Address:

City:

St. Pete Beach

State:

Florida

City:

State:

Zip:

33706

Telephone:

727.643.6007

Zip:

Telephone:

Email:

Davefeinberg@me.com

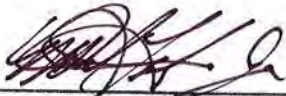
Text to be stricken and/or added (Add additional sheets if necessary).

APPLICATION FEES

Land Development Code Text change	\$800.00 plus direct mailing costs
Land Development Code Map change	\$2000 plus direct mailing costs
Comprehensive Plan Amendment (not in CRD)	<u>\$2,500.00</u> plus direct mailing costs ✓
Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs

THE FOLLOWING ITEMS MUST BE INITIALED BY OWNER OR AGENT:

-  ✓ ☒ I understand that the Planning Board's action is not final. It must be approved by the City Commission.
- ✓ ☒ I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within 30 days after the Commission decision; otherwise, the decision shall be final.
- ✓ ☒ I understand that I, as the applicant, or an authorized representative must be present at all scheduled public meetings on the application.

✓ 
 Owner / Agent Signature

✓ 9/22/18 
 Date

LEGAL DESCRIPTION: (PROVIDED TO SURVEYOR)

THE FOLLOWING PARCEL OF LAND LYING AND BEING IN DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20. MORE PARTICULARLY DESCRIBED AS THE SOUTH 125 FEET OF BLOCK B. TOGETHER WITH THAT CERTAIN STRIP OF LAND TEN (10) FEET IN WIDTH LYING ADJACENT TO THE EASTERLY BOUNDARY OF THE SOUTH 125 FEET OF BLOCK B, AND BEING OUTSIDE OF AND INCLUDING THE SEAWALL, SAID 10-FOOT STRIP OF LAND SHOWN AS "10' RESERVED" ON THE PLAT OF DON CE-SAR PLACE, SECTION 7, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGES 15 THROUGH 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
SEA BISCUIT PROPERTIES, LLC

Filing Information

Document Number L04000016560
FEI/EIN Number 20-0810235
Date Filed 03/02/2004
State FL
Status ACTIVE

Principal Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Mailing Address

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Changed: 03/02/2017

Registered Agent Name & Address

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Address Changed: 03/02/2017

Authorized Person(s) Detail

Name & Address

Title MGR

FEINBERG, M. DAVID JR
2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Annual Reports

Report Year	Filed Date
2016	04/05/2016
2017	03/02/2017
2018	03/14/2018

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000016560

Entity Name: SEA BISCUIT PROPERTIES, LLC

Current Principal Place of Business:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706

Current Mailing Address:

2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

FEI Number: 20-0810235

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FEINBERG, M. DAVID JR.
2701 SUNSET WAY
ST. PETE BEACH, FL 33706 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name FEINBERG, M. DAVID JR
Address 2701 SUNSET WAY
City-State-Zip: ST, PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: M. DAVID FEINBERG, JR.

MGR

03/14/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

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

Issue Considered: Ordinance No 2019-08: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida modifying the annual Capital Improvement Schedule as illustrated in Exhibit A, as per CH. 163.3177(3)(b) F.S

Date: May 14, 2019

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue This Ordinance is a result of Florida Statutes requires the annual modification of the Capital Improvement Schedule of the Capital Improvement Element pursuant to 163.3177(3)(b) FS. The Ordinance is reflecting the City Commission adopted Fiscal Year 2018-2019 budget and capital improvement program for fiscal years 2019-2023. The Ordinance was reviewed by the Planning Board sitting as the Local Planning Agency on April 15th, 2019 and they provided a recommendation of approval to the City Commission 5-0.

Upon approval, the modified Capital Improvement Schedule will be filed with the Department of Economic Opportunity as a fulfilled requirement of Chapter 163.3177. This modification to the previous Capital Improvement Schedule is a component of the annual update to the Capital Improvement Element and not deemed an amendment to the Element itself as provided for in F.S.

Requested Motion: “I move to approve Ordinance 2019-08 on first reading (read title).”

Attachment: Agenda Report
Staff Report
Ordinance 2019-08
Capital Improvement Element (Goal 1, Obj. 1, Policies 1-4)

**Reviewed by the
City Manager:**

AR

Ordinance 2019-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, MODIFYING THE ANNUAL CAPITAL IMPROVMENTS SCHEDULE AS ILLUSTRATED IN EXHIBIT “A”, AS PER CH. 163.3177(3)(b) F.S.; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes chapter 163.3177(3)(a) requires the local government to adopt and incorporate a Capital Improvement Element into its Comprehensive Plan; and

WHEREAS, the Florida Statutes chapter 163.3177(3)(b) requires the Capital Improvement Element be reviewed annually and adopt a Capital Improvements Schedule as part of the City’s budgeting process; and,

WHEREAS, the Florida Statutes chapter 163.3177(3)(b) authorizes the modification of its annual Capital Improvements Schedule by ordinance which is not deemed an amendment to the Comprehensive Plan; and

WHEREAS, the list of Capital Improvements shown in the Schedule includes all metropolitan planning organization’s transportation improvement program to the extent that they were used to ensure the City’s transportation levels of service were maintained; and

WHEREAS, the list of Capital Improvements shown in the Schedule, includes coordination with the water management district regarding water supply resources; and

WHEREAS, the City through the Finance and Budget committee reviewed, established priorities, and ranked Capital Improvement projects on June 6, 2018; and

WHEREAS, the City Commission deems this ordinance is in the best interest, health, safety and welfare of the citizens and visitors of the City.

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

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

SECTION 2. The Capital Improvement Schedule for years 2019-2023 is attached as Exhibit “A”.

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

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

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

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

Alan Johnson, MAYOR

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Exhibit A
City of St. Pete Beach
FY 2019 - FY 2023 Capital Improvement Plan

Summary

Project Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	Score
Streets Maintenance: Blind Pass Road Complete Streets Construction	400,000	-	-	-	-	400,000	-
Sanitary Sewer: Inflow and Infiltration Repairs Program	540,000	540,000	540,000	540,000	540,000	2,700,000	97.60
Sanitary Sewer: Lift Station 4 and 10 Repairs	44,000	-	-	-	-	44,000	93.90
Sanitary Sewer: Lift Stations 7 and 17 Repairs	-	44,000	-	-	-	44,000	93.90
Sanitary Sewer: Lift Station 13 Repair and Replacement	-	-	365,000	-	-	365,000	93.90
Sanitary Sewer: Lift Station 14 Repair and Replacement	-	-	-	230,000	-	230,000	93.90
Sanitary Sewer: Lift Station 15 Repair and Replacement	-	-	-	-	370,000	370,000	93.90
Sanitary Sewer: Lift Station 11 Repair and Replacement	-	240,000	-	-	-	240,000	93.90
Sanitary Sewer: Subaqueous Force Main 1 Replacement	350,000	5,350,000	4,100,000	-	-	9,800,000	92.00
Streets Maintenance: Gulf Winds Drive Complete Streets Reconstruction	-	400,000	1,500,000	1,500,000	-	3,400,000	81.90
Sanitary Sewer: Sewer Expansion South	2,000,000	-	-	-	-	2,000,000	81.40
Streets Maintenance: Alley Improvement - 21st Avenue to 22nd Avenue	110,000	-	-	-	-	110,000	81.05
Facilities Maintenance: ADA Program	50,000	50,000	50,000	50,000	50,000	250,000	76.95
Sanitary Sewer: Exposed Force Main 9 Replacement	-	25,000	250,000	-	-	275,000	75.50
Streets Maintenance: Street Rehabilitation Program	650,000	650,000	650,000	650,000	650,000	3,250,000	69.90
Reclaimed Water Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000	62.40
Apparatus Replacements	-	690,000	435,000	950,000	500,000	2,575,000	61.70
Stormwater Management: Conveyance System and Pond Storage Maintenance	200,000	200,000	200,000	200,000	200,000	1,000,000	61.50
Stormwater Management: Local Street Flooding Mitigation Program	400,000	400,000	400,000	150,000	150,000	1,500,000	61.50
Sanitary Sewer: Pump and Lift Station Pump Rehabilitation Program	20,000	-	10,000	10,000	70,000	110,000	61.45
Facilities Maintenance: Library Improvements	400,000	-	-	-	-	400,000	60.55
Facilities Maintenance: Public Works Yard Expansion	15,000	-	-	-	-	15,000	60.00
Parks and Grounds: Public Restroom Renovations	79,000	79,000	79,000	-	-	237,000	59.60
Stormwater Management: Blind Pass Stormwater Basin Connections	10,000	-	200,000	200,000	200,000	610,000	58.05
Streets Maintenance: Vina del Mar and Boca Ciega Bridge Repairs	198,000	-	-	-	-	198,000	58.00
Sanitary Sewer: Exposed Force Mains 6 and 9 Maintenance	50,000	-	-	-	-	50,000	58.00
Parks and Grounds: Hurley Field Renovation	25,000	325,000	-	-	-	350,000	57.45
Stormwater Management: Stormwater Quality Improvements	210,000	210,000	210,000	210,000	210,000	1,050,000	57.30
Parks and Grounds: Playground Equipment Replacement	50,000	-	-	-	-	50,000	56.15
Seawall Maintenance: Maintenance Program	280,000	280,000	280,000	280,000	280,000	1,400,000	55.50
Streets Maintenance: Tidal Influenced Intersection Improvements	110,000	110,000	110,000	-	-	330,000	55.00
Facilities Maintenance: City Hall HVAC Equipment Replacement	110,000	-	-	-	-	110,000	53.00
Facilities Maintenance: Recreation Center HVAC Replacement	110,000	-	-	-	-	110,000	53.00
Seawall Maintenance: Pass-A-Grille Way from 1st Avenue to 12th Avenue	100,000	-	400,000	400,000	400,000	1,300,000	53.00

Exhibit A
City of St. Pete Beach
FY 2019 - FY 2023 Capital Improvement Plan

Summary

Project Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total	Score
Facilities Maintenance: Garbage Dumpster Enclosure Replacement	50,000	100,000	100,000	-	-	250,000	52.00
Facilities Maintenance: Merry Pier Deck and Piling Replacement	257,000	-	-	-	-	257,000	51.50
Streets Maintenance: Gulf Way Resurfacing and Heat Reduction	400,000	500,000	500,000	-	-	1,400,000	50.50
Streets Maintenance: Shell Alley Maintenance Program	100,000	100,000	100,000	100,000	100,000	500,000	49.00
Facilities Maintenance: Security Assessment and Improvements Program	30,000	30,000	30,000	-	-	90,000	47.95
Streets Maintenance: Corey Avenue Street Rehabilitation	250,000	-	-	-	-	250,000	47.20
Streets Maintenance: Concrete, Brick and Masonry Maintenance and Repair	100,000	100,000	100,000	100,000	100,000	500,000	47.20
Facilities Maintenance: Historic Office Building at Pass-A-Grille Park Maintenance	35,000	-	-	-	-	35,000	42.90
Sanitary Sewer: Lift Station Emergency Operations Power and Pumps	108,000	108,000	108,000	108,000	-	432,000	41.50
Streets Maintenance: Corey Avenue Festival Electrical Service	22,000	-	-	-	-	22,000	40.50
Emergency Operations: Portable Radio Replacement	62,000	-	-	-	-	62,000	40.50
Emergency Operations: Generator Power for City Facilities	100,000	100,000	-	-	-	200,000	36.00
Facilities Maintenance: General Maintenance and Improvements Program	50,000	50,000	50,000	50,000	50,000	250,000	33.90
Emergency Operations: Florida Resilient Coastline Planning	25,000	-	-	-	-	25,000	33.00
Emergency Operations: Communications Equipment for Public Works and Fire	30,000	-	-	-	-	30,000	31.00
Parks and Grounds: Facility Grounds and Public Property Beautification Program	50,000	50,000	50,000	50,000	50,000	250,000	28.85
Streets Maintenance: Upham Beach Parking Lot Renovation	68,500	700,000	-	-	-	768,500	27.30
Parks and Grounds: Placemaking Improvements Program	110,000	100,000	50,000	-	-	260,000	22.25
Streets Maintenance: Decorative Street Signage	85,000	50,000	50,000	-	-	185,000	5.20
Beach Maintenance: Sand Dune and Beach Property Improvements Program	25,000	25,000	25,000	-	-	75,000	1.00
Funding Sources	Total	\$8,668,500	\$11,806,000	\$11,142,000	\$5,978,000	\$4,120,000	\$41,714,500
Capital Projects Fund (GF Transfer)	3,169,500	3,247,057	3,114,000	2,280,000	1,280,000	11,810,557	
Capital Projects Fund (Penny for Pinellas)	1,022,000	941,943	400,000	1,350,000	900,000	3,713,943	
Wastewater Fund	1,112,000	957,000	1,708,000	888,000	980,000	4,665,000	
Reclaimed Water Fund	200,000	200,000	200,000	200,000	200,000	800,000	
Stormwater Fund	960,000	815,000	1,265,000	905,000	655,000	3,945,000	
Debt Proceeds	2,000,000	5,350,000	4,100,000	-	-	11,450,000	
Interlocal Agreement	-	190,000	-	-	-	190,000	
Grants	205,000	105,000	355,000	355,000	105,000	1,020,000	
State Appropriation	-	-	-	-	-	-	
Total	\$8,668,500	\$11,806,000	\$11,142,000	\$5,978,000	\$4,120,000	\$41,714,500	



**DEPARTMENT OF COMMUNITY DEVELOPMENT
STAFF FINDINGS REPORT TO THE
PLANNING BOARD**

ORDINANCE NO.: 2019-08

ANNUAL UPDATE OF THE 5-YEAR CAPITAL IMPROVEMENT SCHEDULE

DATE: 15 April 2019

PREPARED BY: Community Development

The purpose of this ordinance is to adopt the Annual Update of the five-year Capital Improvements Schedule for the Capital Improvements Element, Chapter VIII of the Comprehensive Plan and is reflected of the City Commission adopted FY 2018-2019 budget.

BACKGROUND

In accordance with Chapter 163.3177(3)(b), Florida Statutes, The City of St. Pete Beach is required to review the Capital Improvements Element on an annual basis and, specifically to update the five-year Capital Improvements Schedule. Adoption of the annual update of the five-year Capital Improvements Schedule may be accomplished by ordinance and may not be deemed to be an amendment to the local comprehensive plan.

The Capital Improvements Element is required "...to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities..." (F.S. 163.3177(3)(a)). The Element must include a schedule of capital improvements that includes any publicly funded projects to achieve and maintain level-of-service standards.

FINDINGS OF FACT

1. The Finance and Budget Committee reviewed, established priorities, and ranked the Capital Improvement projects on June 6, 2018.
2. The City Commission is required to review the Capital Improvements Element on an annual basis and update the five-year Capital Improvements Schedule in accordance with Chapter 163.3177(3)(b), Florida Statutes.
3. The City Commission will adopt the five-year Capital Improvement Plan for FY 2019 – FY 2023 at an advertised public hearing on April 23, 2019, and this schedule has been prepared utilizing the data provided in that document.

Recommendation.

Upon review of the City's guiding documents and those of the County and State, staff recommends approval of Ordinance Number 2019-08.

VIII. Capital Improvements

GOAL 1:

The City shall undertake fiscal actions necessary to provide and maintain public facilities for all residents, within its jurisdiction, at the adopted levels of service.

Objective 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

Policy 1.1.1

The City shall evaluate and establish priorities for projects proposed for inclusion in the five-year schedule of improvements.

Policy 1.1.2

The City shall annually develop and update a multi-year Capital Improvement Plan (CIP).

Policy 1.1.3

The City shall adopt a Capital Improvements budget and amend its Five-Year Capital Improvements Schedule on an annual basis.

Policy 1.1.4

Proposed capital improvement projects shall be evaluated and priorities established according to the following guidelines:

- Project is needed to eliminate a proven or obvious hazard to public health and safety;
- Project is needed to fulfill a legal commitment by the City;
- Project is needed to preserve, maintain, refurbish, achieve full use, or replace existing facilities;
- Project will provide or bring an existing facility up to an adopted level of service;
- Project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
- Project furthers policies adopted in other elements of this plan;
- Project needed to accommodate facility demands resulting from new development or re-development;
- Project will increase the economic base or quality of life of the residents;
- Budget impact of project, both capital and operating, will be considered and committee will consider financial feasibility of project; and
- Project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction.

Policy 1.1.5

As appropriate, efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance capital improvements.

Policy 1.1.6

It is the policy of the City to set a capital improvements cost threshold of \$25,000 for projects to be included in the Capital Improvements Element of the City's adopted Comprehensive Plan.

Policy 1.1.7

Existing and anticipated capacity deficiencies identified in other elements of this Plan may be corrected according to the Capital Improvements adopted via Ordinance, subject to the annual review of the CIE Capital Improvements Element by the City Commission.

Objective 1.2

The City shall manage its debt in a manner to retain the integrity of its fiscal resources.

Policy 1.2.1

The City shall not incur any form of indebtedness that would result in reducing its ability to be rated for a bond issue.

Policy 1.2.2

The City shall confine long-term borrowing to capital improvements too large to be financed from current revenues.

Policy 1.2.3

The City Commission will only approve bond issues structured to be paid back within a period not to exceed the expected useful life of the capital project.

Policy 1.2.4

Where possible, special assessment, revenue, or other self-supporting bonds will be used instead of general obligation bonds.

Policy 1.2.5

Total debt service for general obligation debt shall not exceed 10 percent of net operating revenues.

Objective 1.3

The City shall utilize its fiscal resources to eliminate any identified existing deficiencies and ensure the provision of needed capital improvements at adopted levels of service as specified in the elements of the comprehensive plan.

Policy 1.3.1

The City, through its representative on the Pinellas Planning Council, shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2

The City shall coordinate with the County, other state agencies, water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner, apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3

The City shall, when appropriate, collect impact fees in cooperation with other levels of government.

Policy 1.3.4

The City shall issue development permits only when required capital facilities are present or will be available concurrent with the impact of development. All new development and redevelopment proposals shall be reviewed under the City's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 1.3.5

Land use decisions and available or projected fiscal resources shall be coordinated with the Capital Improvements Schedule to ensure that level of service standards will be met.

Policy 1.3.6

The adopted levels of service for public facilities within the jurisdiction of the City shall be those adopted in the other elements of the Comprehensive Plan.

Objective 1.4

In recognition of the fact the community is located within the identified Coastal High Hazard Area, as redefined by Chapter 163.3178(2)(h), Florida Statutes, public expenditures that subsidize development in Coastal High Hazard Areas shall be limited, to the extent practical, to those improvements necessary to existing development or new development that is consistent with the adopted Future Land Use Map.

Policy 1.4.1

The City shall expend funds in Coastal High Hazard Areas only for existing development or new development that is consistent with the adopted Future Land Use Map.

Objective 1.5

Concurrency Management - The City shall use level of service standards to measure the adequacy of existing public facilities and to ensure that future development will be served with adequate public facilities.

Policy 1.5.1

Pursuant to Chapter 163, F.S. the City shall require that the City shall not issue any development permits for development unless the applicant or developer submits an application for concurrency, utilizing best available data and professionally accepted methodologies, as well as documentation from the facility provider, that demonstrates to the City's satisfaction that public facilities required by the subject development will be in place concurrent with the impacts of development. Furthermore, the applicant shall assure the City that the subject development will not reduce the level of service associated with public facilities serving the development below the adopted level of service standards. Public facilities for the purpose of concurrency shall mean facilities related to traffic, drainage, solid waste, potable water, and wastewater.

Policy 1.5.2

The following criteria shall be used to determine when concurrency has been satisfied for potable water, sanitary sewer, solid waste, and drainage:

- a. The necessary facilities and services are in place at the time the development order is issued;
- b. A development order is issued subject to the conditions that the necessary facilities and services will be in place when the impacts of development occur; or
- c. At the time the development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, to be available when the impacts of development occur.

Policy 1.5.3

The following criteria shall be used to determine when concurrency has been satisfied for roads:

- a. The necessary facilities and services are in place or under construction at the time the development permit is issued;
- b. A development permit is issued subject to the condition that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than three (3) years after the issuance of the development order, and the facilities and services are included in the City's five (5)-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three (3) years of the Florida DOT five (5)-year work program; or
- c. At the time a development permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement to be available or under construction not more than three (3) years after the development permit is issued.

Policy 1.5.4

As part of the preparation of the five (5)-year schedule of capital improvements, the City shall prepare an annual report that details the capacity or deficiency of the following public facilities: roads, sanitary sewer, solid waste, drainage, potable water, based on best available data from the service provider. The annual report shall, at a minimum, include the following information for each facility:

- a. Adopted level of service standard;
- b. Existing deficiency or capacity;
- c. Reserved capacity for approved, but un-built, development;
- d. Improvements to be made by all approved developments; and
- e. Improvements to be made by the City or any other governmental agency.

Policy 1.5.5

The City shall not issue a development permit within those areas of the City where public facilities do not meet the adopted level of service standards. The areas to be evaluated to determine whether public facilities meet the adopted level of service standard are described for each type of public facility, as follows:

- a. Roads -City-wide
- b. Sanitary sewer-City-wide;
- c. Solid waste- City-wide;
- d. Drainage- City-wide;
- e. Potable water-City-wide.

Policy 1.5.6

The City shall establish a monitoring system to monitor the remaining capacity and deficiencies of the public facilities addressed in the Capital Improvements Element and to determine whether concurrency certificates shall be issued.

Policy 1.5.7

A concurrency certificate shall be required prior to the issuance of any final development permit. Final development permits shall contain a specific site plan for development including the densities and intensities of development.

(Ord. No. 2017-03, § 2(Exh. A), 2-28-2017)

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2017-03, § 2(Exh. A), adopted Feb. 28, 2017, amended Part VIII, in effect, repealing and replacing Part VIII as set out herein. Former Part VIII pertained to similar subject matter.

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

Issue Considered: Resolution 2019-02: A Resolution of the City Commission of the City of St. Pete Beach, Florida, modifying Resolution 2019-01 that was granted 22 January 2019 for an off-premise parking lot for the property located at 3815, 3855, 3859 and 3861 gulf boulevard; incorporating the conditions outlined herein and providing for an effective date.

Date: May 14, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The applicant requests the City Commission to consider modifying the existing Conditional Use Permit that was granted on 22 January 2019 by removing condition #4. Condition 4 states: *A permanent easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.*

The applicant has brought to the City's attention that the property owner is hesitant to dedicate a permanent easement to expand the sidewalk to ten feet at this time.

Staff recommends approval of the modification with the removal of Condition 4. Should the property develop in the future the easement would be established then and the ten-foot sidewalk would be constructed at that time.

Funding: N/A

Requested Motion: "I move to modify Resolution 2019-01, which was adopted on 22 January 2019, by removing Condition 4 and amending the Conditional Use Permit Development Order accordingly. The 9 conditions shall remain in effect with Resolution 2019-02 (read title)."

Attachment: Resolution 2019-01 and Conditional Use Permit
Resolution 2019-02

**Reviewed by the
City Manager:**

AR

RESOLUTION 2019-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CONDITIONAL USE FOR AN OFF-PREMISE PARKING LOT FOR THE PROPERTY LOCATED AT 3815, 3855, 3859 AND 3861 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and

WHEREAS, the TradeWinds and The Hotel Zamora desires to utilize the property for off-premise parking for employees; and

WHEREAS, RIA – TradeWinds has filed with the City an application for a Conditional Use and Variance for the property located at 3815, 3855, 3859, 3861 Gulf Boulevard, St. Pete Beach, Florida; and

WHEREAS, RIA – TradeWinds held a community meeting on December 3, 2018, pursuant to Land Development Code Sec. 39.17, to provide the community details about this proposal and solicit conditions for the development which have been included in staff's recommendations; and

WHEREAS, the application was reviewed by the Technical Review Committee and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission for consideration; and

WHEREAS, the City Commission held a quasi-judicial public hearing on January 22, 2019, to consider the Conditional Use and Variance Application in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. A site plan and landscaping plan shall be submitted to and approved by the Community Development Department before the operation of the off-premise parking lot.

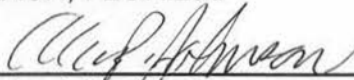
2. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
3. Any existing vegetation needs to be retained on the property.
4. A permanent easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.
5. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
6. Any lighting utilized for the parking lot shall be directed away from residential properties and shielded to prevent direct glare or hazardous interference on public roadways and all adjacent properties.
7. Any signage on the property shall require a sign permit in conformance with Division 26 of the LDC.
8. Signs that state "NO MOORING" shall be installed and maintained on the property.
9. This Conditional Use Permit and companion variances except for the permanent easement shall expire two years from the effective date of this Resolution.
10. Any violation of these conditions and companion variances shall entitle the City Commission to modify or revoke the Conditional Use and Variances.

SECTION 3. Effective Date. This Conditional Use Resolution shall take effect upon rendition of this Resolution by the City Clerk and containing all signatures required below.

The Conditional Use Resolution is hereby approved, subject to the conditions contained herein, this 11th day of February, 2019, by the City Commission of the City of St. Pete Beach, Florida.

Passed this 22nd day of January 2019, by the City Commission of the City of St. Pete Beach, Florida.

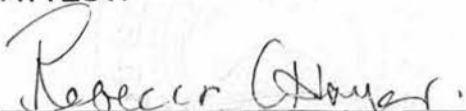
CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.



Alan Johnson, Mayor

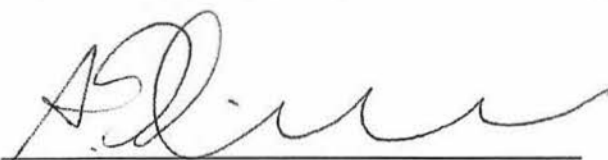
I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby
certify that the foregoing Resolution was duly adopted in accordance with the provisions
of applicable law this 22nd day of January 2019.

ATTEST:



Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Andrew Dickman, City Attorney



CONDITIONAL USE PERMIT (Development Order)

Pursuant to Section 4.4 of the of the *Land Development Code*, the City Commission on 22 January 2019, has authorized the issuance of a Conditional Use Permit for property owned by SUNGOLD, LLC and described as a ± 2.56 acre site located at 3815, 3855, 3859 and 3861 Gulf Boulevard as recorded in Deed Book 13796, Page 1968 and Deed Book 13883, Page 2044 in the office of the Clerk of Court, Pinellas County, Florida and identified by Parcel Numbers 07-32-16-07398-001-0230, 07-32-16-07398-001-0170, 07-32-16-18143-001-0020, 07-32-16-18143-001-0010, located in the BR – Bayou Residential and zoned BR – Bayou Residential, to be used for an off-premise parking lot.

The City Commission has found, with the adoption of Resolution 2019-01, that the above mentioned land use satisfies the goals and objectives of the Comprehensive Plan and the standards contained in the *Land Development Code* including the following standards for review. In according to provisions of the Land Development Code and the proceedings before the City Commission, the following conditions are placed on this Conditional Use Permit and the use of this land:

1. A site plan and landscaping plan shall be submitted to and approved by the Community Development Department before the operation of the off-premise parking lot.
2. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
3. Any existing vegetation needs to be retained on the property.
4. A permanent easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.
5. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
6. Any lighting utilized for the parking lot shall be directed away from residential properties and shielded to prevent direct glare or hazardous interference on public

roadways and all adjacent properties.

7. Any signage on the property shall require a sign permit in conformance with Division 26 of the LDC.
8. Signs that state "NO MOORING" shall be installed and maintained on the property.
9. This Conditional Use Permit and companion variances except for the permanent easement shall expire two years from the effective date of this Resolution.
10. Any violation of these conditions and companion variances shall entitle the City Commission to modify or revoke the Conditional Use and Variances.

Beyond these conditions, the requirements of Section 4.3 of Land Development Code shall be met; specifically subsections (b) and (c), to wit:

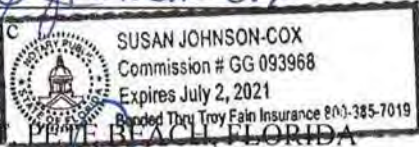
- (b) In instances where no additional construction is necessary to implement the conditional use failure to obtain an occupational license for the approved conditional use within six months from the date of approval of the conditional use permit shall invalidate the approval, unless a shorter compliance period is required by the city.
- (c) Where construction is necessary prior to the operation of the conditional use, failure to obtain a building permit within 12 months of the date of approval of an application for a conditional use permit, shall invalidate the approval. A shorter compliance period may be required by the city commission.

Pete M... for SunGold, mng member
SUNGOLD, LLC

STATE OF FLORIDA
COUNTY OF Anneles

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was delivered and acknowledged before me. I further certify that the above signature(s) (is, are) legal and (has, have) been executed voluntarily on this date, to the best of my knowledge and belief.

Witness my hand this 7 day of February, 2019.

Susan Johnson-Cox
Notary Public

CITY OF ST. PETE BEACH, FLORIDA

July 2, 2021
My Commission Expires

[Signature]
Community Development

11 FEBRUARY 2019
Date

RESOLUTION 2019-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A MODIFICATION TO THE CONDITIONAL USE RESOLUTION 2019-01 FOR AN OFF-PREMISE PARKING LOT FOR THE PROPERTY LOCATED AT 3815, 3855, 3859 AND 3861 GULF BOULEVARD; INCORPORATING THE CONDITIONS OUTLINED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission supports independently owned businesses within the City; and

WHEREAS, the TradeWinds and The Hotel Zamora desires to utilize the property for off-premise parking for employees; and

WHEREAS, RIA – TradeWinds has filed with the City an application for a Conditional Use and Variance for the property located at 3815, 3855, 3859, 3861 Gulf Boulevard, St. Pete Beach, Florida; and

WHEREAS, RIA – TradeWinds held a community meeting on December 3, 2018, pursuant to Land Development Code Sec. 39.17, to provide the community details about this proposal and solicit conditions for the development which have been included in staff’s recommendations; and

WHEREAS, the application was reviewed by the Technical Review Committee and the recommended conditions appropriate to mitigate potential impacts imposed by the use were determined and are outlined in the associated staff report submitted to the City Commission for consideration; and

WHEREAS, the City Commission held a quasi-judicial public hearing on January 22, 2019, and adopted Resolution 2019-01 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

WHEREAS, the City Commission held a public meeting on May 14, 2019, to consider the modification of Resolution 2019-01 in accordance with the criteria listed in the City of St. Pete Beach Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby incorporates the following conditions into the Conditional Use permit:

1. A site plan and landscaping plan shall be submitted to and approved by the Community Development Department before the operation of the off-premise parking lot.
2. The surface of the parking lot shall be well maintained. No sand, gravel or other debris may run off into the street. All exposed dirt areas shall be covered with bark, mulch, or other weed control measures included as part of the final landscape plan. The use of non-cypress mulch is strongly encouraged in support of "green" practices for a sustainable community.
3. Any existing vegetation needs to be retained on the property.
4. ~~A permanent easement adequate to expand the sidewalk west of the site to ten feet in width shall be dedicated to the city and recorded in the public records of Pinellas County.~~
5. No storm water discharge may leave the site. All storm water must be directed away from the property boundary and infiltrate through the proposed gravel and grass surface.
6. Any lighting utilized for the parking lot shall be directed away from residential properties and shielded to prevent direct glare or hazardous interference on public roadways and all adjacent properties.
7. Any signage on the property shall require a sign permit in conformance with Division 26 of the LDC.
8. Signs that state "NO MOORING" shall be installed and maintained on the property.
9. This Conditional Use Permit and companion variances except for the permanent easement shall expire two years from the effective date of this Resolution.
10. Any violation of these conditions and companion variances shall entitle the City Commission to modify or revoke the Conditional Use and Variances.

SECTION 3. Effective Date. This Conditional Use Resolution shall take effect upon rendition of this Resolution by the City Clerk and containing all signatures required below.

The Conditional Use Resolution is hereby approved, subject to the nine (9) conditions contained herein, this 14th day of May 2019, by the City Commission of the City of St. Pete Beach, Florida.

Passed this 14th day of May 2019, by the City Commission of the City of St. Pete Beach, Florida.

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Resolution was duly adopted in accordance with the provisions of applicable law this 14th day of May 2019.

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: Approval of Resolution 2019-03, Providing for the City to become a member of the American Flood Coalition

Date: May 14, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Alex Rey, City Manager

Summary of Issue: Mayor Johnson was contacted by Mr. Jim Cason, former mayor of Coral Gables, to consider an invitation to join the American Flood Coalition.

The Coalition is a group dedicated to giving a unified voice to flood-affected communities. Originally launched in Florida, the coalition has grown to include 126 members in ten states including 35 Florida municipalities.

There is no cost to join. The non-partisan group advocates for national solutions to flooding and sea level rise by working to improve infrastructure and resilience for flood-affected communities.

Funding: None

Requested Motion: "I move to approve Resolution 2019-03, (read title)."

Attachments: Resolution 2019-03
American Flood Coalition – List of Cities

**Reviewed by
City Manager:** AR

RESOLUTION 2019-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE CITY OF ST. PETE BEACH TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach is concerned about coastal flooding due to extreme high tides and storm surge and vulnerability to the impacts of rising sea level on the City's residents, businesses, and infrastructure; and

WHEREAS, the City desires to prepare for coastal flooding due to extreme high tides and storm surge and the impacts of rising sea level, and

WHEREAS, it is in the best interest of the City to participate with other coastal communities and organizations in developing best practices and policies to prepare for coastal flooding due to extreme high tides and storm surge and the impacts of rising sea level, and

WHEREAS, the American Flood Coalition is a forum for best practices and support in developing local and state-level responses to rising sea levels and flooding that will enhance the City's preparation effort, and

WHEREAS, joining the American Flood Coalition will aid the City's efforts to protect against flooding without requiring any financial support or dues from the City Commission, and

WHEREAS, [reference existing flood prevention and sea level rise work done by the city]

WHEREAS, the City Commission finds that joining the American Flood Coalition will promote the public health, safety and welfare of the City .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby recognizes the need to advance national solutions to coastal flooding due to extreme high tides and storm surge and the impacts of rising sea level and will work as a member of the American Flood Coalition to safeguard the welfare of the City.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2019.

CITY COMMISSION, 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

35 Cities in American Flood Coalition (April 4, 2019)

Coral Gables	49,631
St Petersburg	253,693
St Augustine	11,592
Ft Lauderdale	178,752
Surfside	4,710
Pompano Beach	99,845
Sunny Isles Beach	15,399
South Miami	11,147
Delray Beach	65,055
Cutler Bay	40,286
Port Orange	56,048
Key Biscayne	12,344
Boca Raton	84,392
Hillsboro Beach	1,875
Aventura	35,762
Key West	22,682
Lauderdale-By-The-Sea	5,990
Hollywood	146,526
Highland Beach	3988
Miami Shores	10,040
Miami Lakes	32,676
Coral Springs	121,096
Cocoa Beach	11,231
Punta Gorda	16,641
St. Augustine Beach	6176
Venice	17,764
Boyton Beach	68,217

Stuart	15,593
Miami	417,650
Hallandale Beach	37,113
Ponce Inlet	3,032
Marathon	8,622
North Bay Village	6733
Palmetto Bay	23,410
Bonita Springs	43,914