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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 09, 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 - July as Parks and Recreation Month**
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. **Approval of minutes from the following City Commission meetings: May 14, 2019; May 28, 2019 workshop; May 28, 2019; June 11, 2019 workshop; and June 13, 2019 Special Meetings.**
 - b. **Request approval to amend the agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.**

- c. Request approval of the Task Order under the Continuing Engineering Service Agreement with Cardno in the amount of \$76,653.76, for the Pass-a-Grille Seawall preliminary design.**
- d. Request approval of the services agreement with Rowland Inc. in the amount of \$162,320.00 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.**
- e. Request approval to utilize the services agreement, contingent upon prior approval, with Rowland Inc. for On-Call Civil & Large Pipeline Contractor Services for the repair of the 30-Inch Stormwater outfall at the western end of 76th Avenue, in the amount of \$30,175.00.**

5. Action Items – No items submitted at this time.

6. Ordinances – No items submitted at this time.

7. Resolutions – No items submitted at this time.

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

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, parks and recreation programs are an integral part of our country and designate outdoor areas for people to connect with nature; and,

WHEREAS, parks and recreation programs are vital to maintaining a high quality of life by supporting the health of our citizens and contributing to the economic and environmental well-being of the community and region; and,

WHEREAS, parks and recreation programs build healthy, active communities, provide therapeutic services for those in need, and improve the mental and health of all citizens; and,

WHEREAS, parks and recreation programs increase tourism, raise property values, attract businesses and can help lower crime; and,

WHEREAS, the U.S. House of Representatives designated July as Parks and Recreation Month, and the City of St Pete Beach values the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Alan Johnson, Mayor of St. Pete Beach, Florida on behalf of the St. Pete Beach City Commission do hereby proclaim:

JULY AS PARKS AND RECREATION MONTH

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, Pinellas County, Florida to be affixed this

Alan Johnson, Mayor

CITY COMMISSION MEETING

MINUTES

MAY 14, 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
Terri Finnerty, Commissioner
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Recreation Director
Wesley Wright, Community Development Director

1. Presentations

a. Proclamation - Area Agency on Aging

Mayor I Johnson presented the Proclamation declaring May 2019 as “Older Americans Month” to Jason Martino, Director of Planning for the Area Agency on Aging.

b. Proclamation - National Safe Boating Week

Mayor Al Johnson presented the Proclamation proclaiming May 18 through May 24, 2019 as “National Safe Boating Week”. Two members of the Pass-a-Grille Coast Guard Auxiliary Flotilla 78 accepted the Proclamation, encouraged boater awareness and offered residents a boat safety inspection free of charge this week as part of this initiative.

2. Changes to the Agenda

Commissioner Pletcher requested moving Item 4(d) and placing it as an action item.

Commissioner Pletcher requested that Action Item 5(b) be moved to a workshop for further discussion.

Commissioner Friszolowski requested to add a discussion item in regard to Florida Fish and Wildlife regarding Skimmer birds.

Mayor Al Johnson requested to add a discussion item in regard to the status of the 'secret sidewalk' project.

3. Audience Comments

Tom Rask, Unincorporated Pinellas County, commented on the PSTA inter-local agreement.

Guy Burns, Sunset Way, commented on new signage at the sidewalk between 28th Avenue and 30th Avenue. City Attorney Andrew Dickman confirmed that Attorney Englander is in agreement with holding any actions until after the June 11th Commission meeting.

Susan Ward, El Centro Street, commented on the PSTA transition station.

Martha Lumpkins, Harbourside Condominiums, commented on lane closings.

Jim Proctor commented on PSTA bus service.

4. Consent

- a. Approve minutes of the following City Commission meetings: March 26, 2019 Regular Meeting; 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.~~

This item was removed and placed as Action Item 5 c.

- 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 Avenue and 16th Avenue in the amount of \$49,734.00.
- g. Appointment(s) to the Pinellas County Flood Risk and Mitigation Public Information Working Group.

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

5. Action Items

- a. Request approval of the services agreement with FCS, Inc., in an amount not to exceed the FY 2019 budget for the City's Grease Removal program of \$100,000.00.

City Manager Alex Rey explained this annual, preventative maintenance contract piggybacks on a County contract.

Commissioner Izzo moved to approve the services agreement with FCS, Inc., in an amount not to exceed the FY 2019 budget for the City's Grease Removal program of \$100,000.00. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- 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.

The flood insurance advocate will serve as a voluntary insurance advocate to the City to advise homeowners and businesses that have questions about flood insurance.

City Manager Alex Rey explained that the intention was for a global agreement. Mr. Rey outlined the four main components of the proposed BRT agreement.

Commission consensus was to hold a workshop prior to the May 28th Commission meeting at 4:00 p.m., with PSTA present, for further discussion and education. The Mayor called for any public comment.

The following individuals spoke:

- Barb Haselden, St. Petersburg
- Mark Grill, 2nd Palm Point
- Marilyn Janssen, South Pasadena
- Maria Lowe, Alton Drive
- Patrick Crisler, 44th Avenue
- Marie Baumgards, Pinellas County
- Julie Fuller, 3rd Palm Point
- Dr. Ed Carlson, St. Petersburg

Commissioner Friszolowski moved to continue Item 5(b) to the May 28, 2019 workshop. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- 4d. 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.

This item was moved from the consent agenda.

Mr. Rey explained that a traffic study was to be completed prior to the removal of the signalization at Pass-a-Grille Way. He suggested the modification of this item to remove 'Pass-a-Grille Way Intersection (\$13,000.00)'.

Commissioner Pletcher moved to approve Item 4(d), the cost proposals from Pinellas County to remove the signalization mast arms, base, and all related signalization equipment at 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. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

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.

City Attorney Andrew Dickman stated that items that Items 6(a) and 6(b) are companion items and can be discussed together but voted on separately.

Community Development Director Wesley Wright introduced himself and stated that this will be the final reading of the Zoning Change from Institutional to Residential for 3101 Pass-a-Grille Way. The owner is present. Mr. Wright reviewed the history of the zoning of the property. Attorney Dickman clarified that both items have been through the local Planning Board's quasi-judicial hearing process and County review, and there has been no opposition.

There were no audience comments.

Commissioner Pletcher moved to approve Item 6(a), Ordinance 2019-01, on final reading, 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 re-designating 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. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

City Attorney Dickman explained that Future Land Use Maps and Zoning Maps must be consistent; therefore, these are companion items.

Vice Mayor Finnerty moved to approve Item 6(b), Ordinance 2019-02, on final reading, 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 re-designating 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. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

- 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.

Attorney Dickman explained that this is required by the State of Florida and is part of the Comprehensive Plan and budget process.

Commissioner Friszolowski moved to approve Item 6(c), Ordinance 2019-08, on first reading, 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. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

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 January 22, 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.

There were no audience comments.

Commissioner Izzo moved to approve Item 7(a), 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, a Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing conditional 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. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- b. Resolution 2019-03, Providing for the City to become a member of the American Flood Coalition.

Attorney Dickman said that the second to last recital ('WHEREAS, [reference existing flood prevention and sea level rise work done by the city]'), should be removed; it was a fill in comment and is not necessary.

Anne Baker, Outreach Manager of the American Flood Coalition, participated in the discussion telephonically to review a PowerPoint presentation explaining their mission, platform and member benefits. Ms. Baker shared information on their funding sources and other members.

Commissioner Pletcher moved to approve Item 7(b), Resolution 2019-03, providing for the City of St. Pete Beach to become a member of the American Flood Coalition; and providing for an effective date, as modified. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

The following individuals commented on this item:

- Maria Lowe, Alton Drive
- Russell Zimmerman, St. Pete Beach

8. Items for Discussion

a. Craig Batchelor's reimbursement request

Mr. Batchelor was present to request reimbursement of attorney's fees in the amount \$6,392.06 pursuant to a Pinellas County Court case ruled on in December of 2017.

After Commission discussion, City Attorney Dickman stated that his legal opinion is against the reimbursement.

The consensus was to bring the item back to the May 28, 2019 Commission meeting as an action item. Mr. Dickman will check whether Mr. Batchelor can appeal if denied.

b. Florida Fish and Wildlife regarding Skimmer birds

Commissioner Friszolowski met with Florida Fish and Wildlife last week along with the Board of the Lido Condominium. He agreed to bring the issue of lack of nesting areas for the birds to the Commission for discussion.

The following individuals commented on this item:

- Maria Lowe, Alton Drive

c. Secret Sidewalk

Mayor Johnson was notified by residents that nothing has changed regarding the recent use of the sidewalk despite the signage.

Attorney Dickman gave some history of the sidewalks in that area

This will be an action item at the June 11, 2019 Commission meeting.

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

City Clerk Haynes reported on the following items:

- She will be attending International Institute of Municipal Clerks Conference; the TradeWinds Resort donated a weekend stay for the Education Foundation raffle.
- Her eight-year anniversary with the City is this week.
- The new Deputy Clerk and Administrative Assistant for the Clerk's Office begin work this week.

City Manager Alex Rey reported on the following items:

- Norman Nash of DSK Law introduced himself and gave a summary of his real estate law experience.

Commissioner Pletcher moved to appoint Norman Nash of DSK Law as Interim Special Magistrate. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- Rezoning of the Library property.
- Procurement ordinance inconsistencies; will recommend \$25,000 uniformly.
- Street closures for repeating annual events can be approved by City Manager.

City Attorney Dickman did not submit a report.

Commissioner Pletcher reported on the following item:

- Traffic flow along Gulf Way between 15th and 21st when there is no parking available. Pinellas County Sheriff's Deputies on bicycles or signage might assist with that flow.

Commissioner Finnerty reported on the following items:

- Thanks to City Manager Rey and Jennifer McMahon for getting the Winn Dixie parking lot open for the Salute to Veterans.
- The Theater Task Force will be meeting on May 28th.
- FLC and SLC appointments
- Thanked Jennifer McMahon and Vince Tenaglia for detailed quarterly reports.
- Home Rule Heroes Award from FLC for 2019.

Commissioner Izzo reported on the following item:

- He participated in the Fire Ops training last weekend.

Mayor Alan Johnson reported on the following item:

- Police Pension Board short two members.
- Legislative wrap-up meeting will be held on Thursday in Seminole.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 10:00 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

May 28, 2019

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:15 p.m.

PLEDGE OF ALLEGIANCE

FOR THE GOOD OF THE ORDER

PRESENT:

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

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Ginny Keeter-Bodkin, Deputy City Clerk
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Vince Tenaglia, Assistant City Manager
Wesley Wright, Community Development Director
Brett Warner, City Engineer

1. Presentations

- a. Presentation from 495 Productions and the St. Pete Clearwater Film Commission

Tony Armer, Film Commissioner for St. Petersburg-Clearwater, and Tiffany Reece of 495 Productions spoke about the MTV project that they will be filming on St. Pete Beach between June 10th and July 15th.

- b. Proclamation - William "Bill" Boldt

Mayor Johnson presented a Proclamation declaring May 28, 2019 “William (Bill) Boldt Day” to Mr. Boldt’s family.

c. 2019 Home Rule Hero Award

City Manager Alex Rey presented Vice Mayor Terri Finnerty the Florida League of Cities 2019 Home Rule Hero Award.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

An unidentified speaker commented on parking signs.

4. Consent

- a. Request approval of minutes from the following City Commission meetings: April 9, 2019; April 23, 2019.
- b. Request approval of the invoice from Left Coast Utilities in the amount of \$11,658.20 for the emergency repair of damaged fiber optic conduit to Fire Station 23 and the St. Pete Beach Public Library.
- c. Request approval of the Task Order under the Continuing Engineering Services Contract with Cardno, in the amount of \$13,932.00 for Pavement Condition Index Update.
- d. Request approval to purchase replacement slides for the Aquatic Center from Perfect Settings at \$26,800.00.

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

5. Action Items

- a. Request approval to authorize the City Manager to sign a Hold Harmless and Release Agreement with the Lealman Special Fire Control District in order to provide mechanical vehicle services, repairs, and inspections.

Fire Chief Jim Kilpatrick clarified that the City of Seminole had previously provided the services.

Commissioner Friszolowski moved to approve Item 5(a), to authorize the City Manager to sign the Hold Harmless and Release Agreement with the Lealman Fire Control District to provide mechanical vehicle services, repairs, and inspections, with the understanding that the City Attorney will modify the agreement as it relates to deliberate acts. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- b. Request approval of Change Order No. 3 to the purchase agreement with Gibbs & Register, Inc., for Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard in the amount of \$74,610.07

Mr. Rey explained that this street analysis is part of a series of projects to be completed subsequent to completion of the sewer project. The street condition evaluation will include Gulf Winds Drive from 70th Avenue to Gulf Boulevard and Boca Ciega Avenue from 71st Avenue to 75th Avenue

Commissioner Izzo moved to approve Item 5(b), the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$26,500.00 for Gulf Winds Drive and Boca Ciega Drive conceptual design. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- c. Approve Change Order No. 3 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd in the amount of \$74,610.07.

City Manager Alex Rey reviewed part of the Change Order and City Engineer Brett Warner answered the Commissioner's questions.

Vice Mayor Finnerty moved to approve Item 5(c), Change Order #3 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Avenue to Gulf Boulevard in the amount of \$74,610.07. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- d. Request approval to authorize the City Manager to enter into fee negotiations with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library Restoration.

City Manager Rey noted that six responses were received in regard to the Request for Qualifications, which were evaluated by the City's review team. The library will be temporarily relocated during this project.

Commissioner Izzo moved to approve Item 5(d), to authorize the City Manager to enter into fee negotiations with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- e. Appointment to the Police Pension Board of Trustees.

City Manager Rey explained that there are currently three vacancies on the five-member Board and the City is seeking volunteers to fill the seats.

The current Chairman, Mr. Bob Rogers, has volunteered to serve another two-year term.

Commissioner Friszolowski moved to approve Item 5(e), to appoint Mr. Bob Rogers to the Police Pension Board of Trustees. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

The Mayor asked that interested, qualified residents volunteer to serve on the Board.

- f. Craig Batchelor's reimbursement request.

City Attorney Andrew Dickman provided information about procedures for an administrative appeal on a Board of Adjustment decision.

Dave Batchelor, son of Craig Batchelor and co-owner of the property, commented on the background of the appeal.

Vice Mayor Finnerty moved to approve Item 5(f), to approve the reimbursement of Mr. Bachelor's attorney fees and costs in the amount of \$6,392.06. The motion was seconded by Commissioner Izzo. The roll call vote was two (2) yeses and three (3) Nos. The motion denied.

6. Ordinances

- a. Ordinance 2019-09: First 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 of Division 1 of Article III related to Posted Restricted Parking Zones for 46th Avenue and Boca Ciega Isle Drive; providing for conflicts, severability, construction, publication and an effective date.

Community Development Director Wesley Wright provided information on the proposed ordinance and noted that State law prevails on bridge and approaches.

Commissioner Friszolowski stated that the ordinance does not include 46th Avenue.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2019-09, upon first reading, 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 of Division 1 of Article III related to Posted Restricted Parking Zones for Boca Ciega Isle Drive; 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

There were no resolutions submitted.

8. Items for Discussion

There were no items for discussion submitted at this time.

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

Mayor Johnson welcomed the new Deputy Clerk, Ginny Keeter-Bodkin. There were no reports from the Clerk's office.

City Manager Rey reported on the following items:

- Installing pavers on 8th Avenue between Pass-a-Grille Way and Gulf Way during the summer
- Moving the FY 2020 budget workshop meetings from the first to second week in July in order to review the Tax Assessor's report
- He will be on vacation from June 8th – July 4th
- Vince Tenaglia will be acting as City Manager in his absence

City Attorney Andrew Dickman reported:

- During the meeting he reviewed other exiting contracts that the Fire Department holds with Largo and South Pasadena and the same language is included with regard to Sovereign Immunity. This will stand as his report for Action Item 5a.

Commissioner Pletcher reported on the following items:

- Sea turtle nesting is still a constant complaint
- Consider increasing parking meter fees on holidays
- Consider special event permits
- District boundaries in the Don Cesar area

Vice Mayor Finnerty reported on the following items:

- Commissioners should review City Charter independently to see if a formal review is needed
- Corey Avenue crossover will be closed from August to September with a six week to two-month timeline; this was mis-reported by Channel 10

Mayor Johnson reported on the following:

- He will be attending the Big C meeting tomorrow in Treasure Island and would like to get a firm, written commitment for the Penny for Pinellas
- St. Pete Beach is hosting the Big C breakfast meeting on June 26th

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:00 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION WORKSHOP MEETING

MINUTES

MAY 28, 2019

4:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 4:00 P.M.

PLEDGE OF ALLEGIANCE

PRESENT:

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

ALSO PRESENT:

Alex Rey, City Manager
Ginny Keeter-Bodkin, Deputy City Clerk

1. Pinellas Suncoast Transit Authority (PSTA) Interlocal Agreement

The Mayor explained that this is a Commission Workshop and input from residents will be allowed.

Alex Rey, City Manager, explained to the Commission that PSTA representatives are present to answer any questions about the proposed bus service. Mr. Rey outlined the components of the Interlocal Agreement as it is currently written.

The Commissioners discussed options including:

- The City operate beyond 75th with golf carts (5 passenger), electric vehicles (9 passenger) or trolleys
- Merge with South Pasadena
- Sign resolution to stop the BRT

The following individuals spoke in opposition to the BRT:

Tom Rask, Unincorporated Pinellas County
Jim Proctor, St. Pete Beach
Sharon Calvert, Tierra Verde

Pete Franco, South Pasadena
Laura Otto, St. Pete Beach
Robin Romaine, South Pasadena
Eileen Gunther, St. Pete Beach
Steve Thomas, St. Pete Beach
Vicky Imes, St. Pete Beach
Mark Grill, St. Pete Beach
Julie Fuller, St. Pete Beach
Peter Kuhlman, St. Pete Beach
Marty Lafond, St. Pete Beach
Marilyn Janssen, South Pasadena
Jill Lafond, St. Pete Beach
Barb Haseldon, St. Petersburg
Nancy Markoe, St. Pete Beach
Cheryl Land, St. Pete Beach
Susan Dawson, St. Pete Beach

The following individuals spoke in favor of the BRT:

Steven Herzfeld, St. Petersburg

Vivian Fuego, Pass-a-Grille, spoke in favor of the Commission continuing negotiations.

Dr. Ed Carlson, St. Petersburg, encouraged the Commission to invite private industry and free rides to St. Pete Beach.

Whitney Fox, Public Relations Manager for PSTA, stated that she has a detailed presentation and ridership information available as to why this service is needed

5. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING - WORKSHOP

MINUTES

JUNE 11, 2019

5:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

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

ALSO PRESENT:

Vince Tenaglia, Acting City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Corey Avenue Theater

Vice Mayor Finnerty reported that she assembled a Task Force comprised of interested individuals who want to participate in the transformation of the Beach Theatre should the owners decide to sell it.

Danielle Gustaveson, member of the Task Force, introduced herself and the remaining members, summarized their combined experience, and provided examples of how to revive the theater.

Members of the Task Force answered questions posed by the Commission, who offered their support of the concepts proposed.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:30 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION MEETING

MINUTES

JUNE 13, 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:

Vince Tenaglia, Acting City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Action Items

- a. Resolution 2019-05, Bus Rapid Transit/Pinellas Suncoast Transit Authority

City Attorney Andrew Dickman stated that he drafted two resolutions for inclusion in the packet for Commission consideration. Option A is the original resolution presented at a previous City Commission meeting. Option B is the alternate resolution with modifications as requested by Commissioners subsequent to PSTA's presentation at the June 11, 2019 meeting.

Commissioner Friszolowski moved to approve Item 1(a), Resolution 2019-05, a resolution of the City Commission of the City of St. Pete Beach, Florida, opposing the Pinellas Suncoast Transit Authority of Pinellas County, Florida proposed Bus Rapid Transit as currently designed, south of 75th Avenue; and providing for an effective date, as amended (Option B). The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

The following individuals spoke against BRT-PSTA proposal:

- Jill LaFond, St. Pete Beach
- Dr. Ed Nelson, St. Petersburg
- Sharon (inaudible last name), Tierra Verde
- Vicky (inaudible last name), St. Pete Beach
- Susan Ward, St. Pete Beach
- Barb Haseldon, St. Petersburg
- Marty LaFond, St. Pete Beach

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 10:15 a.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Request approval to amend the agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.

Date: July 9, 2019

Prepared By: Jennifer McMahon, Recreation Director

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: At the November 13, 2018 commission meeting, the commission approved an agreement with Suntan Art Center, Inc., to rent the patio on the weekends and run the art markets on the patio. An amendment to the agreement was made on January 22nd to allow for an additional 2 hours for the market to run during season (January – April). They would like to continue to have the option to extend the hours anytime throughout the year. Suntan will be responsible to pay the additional \$40/day in addition to the \$140 contracted on days the market is extended. They are also requesting the ability to try an evening market in place of the day market upon request and approval of the Park and Recreation Director. Same fees will apply for evening markets. If a rental on the patio is scheduled they have agreed to end the market early to accommodate any city rental or event that will take place on the patio.

Funding: N/A

Requested Motion: “I move to approve amending the agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.”

Attachments: Agreement
1st Addendum to the agreement
2nd Addendum to the agreement

**Reviewed by
City Manager:** VT



TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this 17 day of NOV, 2018, by and between CITY OF ST. PETE BEACH, a Florida municipal corporation, with a principal office located at 155 Corey Avenue, St. Pete Beach, Florida 33706 ("City") and SUNTAN ART CENTER, INC., a Florida not-for-profit corporation ("Licensee") with a principal location of 3300 Gulf Boulevard, St. Pete Beach, FL 33706. The City and Licensee shall be referred to as the "Parties".

WITNESSETH:

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

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

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

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

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

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

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

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

3. EVENT. The Art Mart will be held every Saturday, Sunday, holiday Mondays, and Fridays during season (January through April). During the off season (May through December), the Art Mart will be held every Saturday, Sunday and occasional holiday Mondays. The set-up time will be from 8:00 a.m. to 9:00 a.m. The Art Mart will be held from 9:00 a.m. to 2:00 p.m. with the tear-down and clean-up will be from 2:00 p.m. to 3:00 p.m. The Vendor agrees to not hold any events under this Agreement if the City gives Vendor reasonable notice that the City, at its sole discretion, needs to use the Patio.
4. TERM. The term of this Agreement (the "license term") shall commence on 12/2/18, (the "commencement date") and shall terminate on 9/30/19. The license term also is subject to early termination by City in accordance with Paragraph 7 of this Agreement.
5. PAYMENT. In consideration of the temporary license granted herein, Licensee shall pay during season to City for the months of January through April \$140.00 per day, in addition to any applicable taxes. During the off-season for the months of May through December, Licensee shall pay to City \$120.00 per day, in addition to any applicable taxes. Payments will be remitted by the Licensee to the City monthly, no later than the 5th day of the following month after the commencement date of this Agreement. Effective October 1, 2019 and for each successive calendar year through the remaining term of this Agreement, annual payment shall be the sum of twelve (12) monthly installments as provided above, plus an annual compounding increase. The annual compounding increase shall take effect each year, and shall be the greater of:
- a. Three percent (3%) increase, or
 - b. The cost of living increase as measured by the United States Department of Labor Consumer Price Index All Urban Consumers (CPI-U), South Urban Area, for the preceding December through November 12-month period.
 - c. In the event the United States Department of Labor ceases to publish the above-mentioned Consumer Price Index, City and Licensee shall agree on a substitute index within forty-five (45) days after either party has notified the other that said index is no longer published. In the event the Parties fail to agree upon a substitute index, City shall substitute an index recognized by the United States Government of equal quality, which gathers economic information, and which is published as an index reflecting increases or decreases in the cost of living in the United States.
6. VENDORS. All vendors must be Licensee's members and must meet the criteria set forth by Licensee in the application attached as Exhibit "C" attached and incorporated herein. Vendors will be juried by a committee set forth by Licensee and must complete the application in Exhibit "D" attached and incorporated herein. Buy/sell items are strictly prohibited from all or part of a vendor's booth at the Art Mart. Buy/sell is any art or object that is purchased from a manufacturer or maker other than the vendor and sold as "original" work. The restriction of buy/sell work is in all categories of art at all Art Marts.

7. TERMINATION. City may terminate this Agreement any time after the occurrence of a default event (hereinafter defined) without prior written notice. In the event this Agreement is terminated by City, Licensee shall cease utilizing the Patio immediately after being notified by City of the termination.
8. COVENANTS. Licensee warrants and represents to, and covenants and agrees with City that: (i) the Patio shall not be used for any illegal or immoral purposes or that may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances, or that may invalidate or increase the amount of the premiums for any insurance, (ii) neither Licensee nor their agents or employees will cause, or permit to be caused, any alterations to the Patio other than those expressly agreed to in writing by City, (iii) no activity will be engaged in or on the Patio other than as permitted herein, (iv) Licensee will procure and at all times maintain insurance with such coverage limits and with such duly licensed insurance companies required by City, naming City as an additional insured.
9. PATIO. Licensee agrees to use the Patio in "as is" condition. City has not made any representations respecting the condition of the Patio to Licensee. Any improvement shall require City's approval. The Patio, and the improvements located therein, shall at all times remain the property of the City. Notwithstanding the ownership of the Patio by City, Licensee agrees, at its sole expense, to keep and maintain the Patio in the condition in which it was made available during the term of this Agreement (subject to any casualty or condemnation).
10. HOLD HARMLESS. Licensee shall indemnify and hold harmless City, its officers, employees and agents from each and every liability, loss, claim, damage, and expense of any kind or nature (including, but not limited to, damages or liability arising out of the death of or injury to persons) which may arise in connection with their use of the Patio or any action or inaction of Licensee, or its agents, employees or invitees, whether one or more, within the property, including, but not limited to, any negligence, recklessness or willful misconduct of Licensee, its agents or employees, and hereby expressly waive for themselves, their heirs, legal representatives, beneficiaries and assigns any and all claims, causes of action, losses, damages and liabilities whatsoever against the City's parties. The City's parties shall have no liability whatsoever to Licensee and their successors, legal representatives and assigns for any loss or damage to each or all of them, or their employees, agents or invitees or to their property.
11. NOTICES.
 - a. City. In every case where, under the provisions of this Agreement, it shall be necessary or desirable for Licensee to give to or serve upon City any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

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

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

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

- 12. EVENTS OF DEFAULT. Any one or more of the following occurrences or acts shall constitute an event of default by Licensee under this Agreement (each and "event of default"):
 - a. If Licensee, at any time during the license term, shall fail to make any payment of any sum herein required to be paid by Licensee hereunder; or
 - b. If Licensee, at any time during the license term, shall fail to cure, within a reasonable period of time after written notice from the City, any hazardous condition which Licensee has created or suffered in violation of law or this Agreement; or
 - c. If Licensee or any of their successors, legal representatives, and assigns, at any time during the license term, shall fail to observe or perform any other provision of this Agreement (including, without limitation, Licensee's obligation to obtain and maintain insurance pursuant to Section 5 above).
- 13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Pinellas County, Florida.
- 14. NON-ASSIGNABLE. This Agreement (and the temporary license granted hereby) may not and shall not be assigned, transferred, sold or conveyed voluntarily or involuntarily by Licensee and any attempt to do so shall immediately revoke and terminate this Agreement (and such temporary license) without notice.
- 15. SURRENDER. Upon the expiration or termination of this Agreement/temporary license, Licensee shall surrender to City use of the Patio in their current repair and condition, reasonable wear and tear and damages or destruction by any casualty excepted. If Licensee does not immediately surrender possession, City may enter upon and take immediate possession of the Patio and expel or remove Licensee and any other person who may be occupying the Patio or any part thereof. All obligations of Licensee hereunder shall survive the expiration or termination of this Agreement. If Licensee fails to surrender the Patio or any part thereof at such expiration or termination, Licensee shall pay City, and shall indemnify City from and against, all damages, consequential as well as direct, sustained by reason of such failure and Licensee shall pay all legal fees and costs incurred by City by reason of Licensee's holding over.

16. NO RELEASE OR OBLIGATION. City is entering into this Agreement solely as an accommodation to Licensee. City and Licensee acknowledge and agree that (a) City has no obligation, and has not agreed, to enter into a lease or other agreement with Licensee or any other person or entity regarding the Patio, and (b) City's entering into this Agreement shall not constitute a waiver or release of any claims City may have against Licensee arising out of defaults under, and/or rejection of, the Patio license.
17. PUBLIC RECORDS. Licensee shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "E". **IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
18. MISCELLANEOUS.
- a. To the extent that any terms in the attached exhibits conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached exhibits, to the extent of such conflict.
 - b. In the event either party commences litigation against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in such litigation.
 - c. Failure of either party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or of any other right.
 - d. This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both Parties and may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document.

[Signature Page to Follow]

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

Suntan Art Center, Inc.:

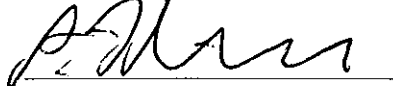
Signature: _____

By: BEV JACKSON.

Its: PRESIDENT of Board.

Date: 11/20/18.

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:



Andrew Dickman
City Attorney

City of St. Pete Beach:

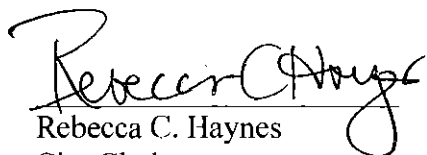
Signature: _____

By: Wayne Saunders

Its: City Manager

Date: 11/19/2018

ATTEST:



Rebecca C. Haynes
City Clerk

EXHIBIT "A"
PROPOSAL

Suntan Art Center, Inc.

Art Mart Proposal 2018

AT PASS-A-GRILLE PATIO

24 August 2018
Amended 31 October 2018



SUMMARY

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

OBJECTIVES

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

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

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

THE METHOD

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

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

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

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

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

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

EXHIBIT “B”

Pass-A-Grille Art Mart Description



Mission

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

Guidelines for work acceptance

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

Not accepted

- NO BUY-SELL permitted. No manufactured kits or simple assemblage of Products
- No nudity
- No Produce
- No live plants
- No food
- No non-art related business selling

EXHIBIT "C"
Pass-A-Grille Art Mart - Application to Sell 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME: _____ SIGNATURE: _____ DATE: _____

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

EXHIBIT “D”

JURY INFORMATION/APPLICATION

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

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

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

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

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

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

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

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

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

The Final Questions -

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

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

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

Understand Our Mission

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

Have Work Juried

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

Guidelines for Work Acceptance

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

Jurying of Additional Items

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

Not Accepted

No Buy/Sell items will be permitted. No manufactured kits or simple assemblage of products.

No nudity.

No produce, plants or flowers.

No Food.

No non art related business.

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

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

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

NAME: _____ SIGNATURE _____ DATE _____

suntanart@gmail.com

727-367-3818

www.suntanart.org

EXHIBIT “E”
FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

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

FIRST ADDENDUM TO TEMPORARY LICENSE AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Temporary License ("Agreement") commencing on the 2nd day of December 2018 ("Commencement Date") by and between CITY OF ST. PETE BEACH ("City") and SUNTAN ART CENTER, INC. ("Licensee") (collectively the "Parties") in connection with the leasing of the patio for the week-end exhibition of artists and artisans known as the "Art Mart".

The purpose of this addendum is to:

1. Amend the Agreement to include an additional two (2) hours for the market to run during season (January – April), changing hours to 9:00 a.m. to 4:00 p.m. with tear-down and clean-up from 4:00 p.m. to 5:00 p.m. Licensee has agreed to end the Art Mart early to accommodate any City scheduled rental or event that will take place on the patio.
2. Amend the Agreement to increase the pay to City during season (January-April) to \$180.00 per day, in addition to any applicable taxes.
3. Amend the Agreement to allow two (2) temporary A-frame signs at the east and west entrances of the patio to identify the market during market hours only.

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

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

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

SUNTAN ART CENTER, INC.:

Signature: 
By: Erin Ruddy
Its: Director of Operations
Date: 2/1/19

CITY OF ST. PETE BEACH:

Signature: 
By: Wayne Saunders
Its: City Manager
Date: 1-22-2019

SECOND ADDENDUM TO TEMPORARY LICENSE AGREEMENT

THIS ADDENDUM ("Addendum") is made to that certain Agreement for the Temporary License ("Agreement") commencing on the 2nd day of December 2018 ("Commencement Date") by and between CITY OF ST. PETE BEACH ("City") and SUNTAN ART CENTER, INC. ("Licensee") (collectively the "Parties") in connection with the leasing of the patio for the week-end exhibition of artists and artisans known as the "Art Mart".

The purpose of this addendum is to:

1. Amend the Agreement to allow the Art Mart to operate, January through December, from 9:00 a.m. to 4:00 p.m. with tear-down and clean up from 4:00 p.m. to 5:00 p.m. Licensee has agreed to end the Art Mart early to accommodate any City scheduled rental or event that will take place on the patio.
2. Amend the Agreement to allow the Art Mart, upon request, to operate past 4:00 p.m. This request will be in writing and directed to the City Manager, c/o Jennifer McMahon, Recreation Director at rddirector@stpetebeach.org, (727) 363-9274, 155 Corey Avenue, St. Pete Beach, FL 33706, who may approve or deny the request at the City's sole discretion.
3. Amend the Agreement to allow Licensee to pay \$20 per hour, in addition to any applicable taxes. City will bill Licensee at the end of each month.

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

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

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

SUNTAN ART CENTER, INC.:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By:

By: Alex Rey

Its:

Its: City Manager

Date: _____

Date: _____

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Service Agreement with Cardno in the amount of \$76,653.76, for the Pass-a-Grille Seawall preliminary design.

Date: July 9, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: During the reconstruction of Pass-a-Grille Way from 1st Avenue to 19th Avenue, the soil beneath the sidewalk adjacent to the seawall was found to be eroding away. This erosion prompted a Ground Penetrating Radar (GPR) study to evaluate the extent of the subsidence. The results of this study uncovered a substantial number of voids beneath the edge of the sidewalk immediately adjacent to the seawall.

Following this discovery, the City requested a Task Order from Cardno to inspect and propose alternate designs to address the existing damaged and deteriorating seawall. The alternatives will be evaluated for cost of construction, constructability, and serviceability and the selected design concept will be utilized under a future task order to develop full construction drawings and specifications for bidding.

Funding: CIP – Seawall: Pass-a-Grille Way
301-8000-590-0020

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Service Agreement with Cardno in the amount of \$76,653.76, for the Pass-a-Grille Seawall preliminary design.”

Attachment: Task Order from Cardno

**Reviewed by the
City Manager:** VI



Exhibit "B"

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

<i>Date of Task Order Request</i>	June 5 th , 2019
<i>Firm Selected for Task</i>	Cardno
<i>Task (Project) Name</i>	Pass-a-Grille Way Shoreline
<i>Task Description (and other relevant details)</i>	Inspection and evaluation of the seawall and two fishing piers located adjacent to Pass-a-Grille Way. The Scope of Work includes topside inspection of the seawall, topside & underwater inspection of the fishing piers, survey, soil borings, preparation of a Basis of Design Report (BODR) for the seawall including recommendation for rehabilitation, preparation of an Inspection Report for the fishing piers, and presentation of findings to the City.
<i>Task Budget</i>	\$76,653.76
<i>Task Proposal Due Date</i>	June 5th, 2019

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

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach

Ananda Kelley (Name)

Cardno, Inc. (Firm)



SCOPE OF SERVICES- PHASE I

Pass-a-Grille Way Shoreline, St. Pete Beach

1.0 PROJECT OBJECTIVE

The City of St. Pete Beach (“CITY”) wishes to inspect the seawall and two fishing piers located adjacent to Pass-a-Grille Way. The purpose of this task is to develop alternatives to address the existing damaged/deteriorating seawall and associated loss of backfill based on cost, constructability, and serviceability. The alternatives and recommendations will be summarized in a Basis of Design Report (BODR) and provided to the CITY. Additionally, the two fishing piers along the wall, located at 7th Ave and 11th Ave, will be inspected and evaluated, with the findings and any repair recommendations being provided in an Inspection Report.

2.0 PROJECT SCOPE OF WORK

This Scope of Services includes:

Task 1: Seawall & Fishing Piers Field Evaluation

The scope of Task 1 includes the assessment of the existing seawall to identify deficiencies and issues. A licensed survey and soil borings will be performed.

Task 1 also includes an assessment of two fishing piers located adjacent to the seawall. One pier is located near Pass-a-Grille Way & 11th Ave and the 2nd pier is located near Pass-a-Grille Way & 8th Ave. (This scope does not include Merry Pier.) An underwater inspection of the fishing piers’ piles will be performed.

Task 2: Seawall Basis of Design Report (BODR)

The scope of Task 2 includes the assembly of findings and recommendations for the seawall. The investigation into structure repairs/replacement, riprap installation, and living shoreline options will be discussed based on their merits. The BODR report will be prepared and provide the viable alternatives with preliminary costs estimates and permitting requirements. Costs for the alternatives will be based on historic unit price averages and previous projects with similar conditions.

Task 3: Fishing Piers Inspection Report

The scope of Task 3 includes the evaluation of the field review and assembly of findings and recommendations. The fishing piers’ Inspection Report will discuss the pier condition and identify any deficiencies and recommended repairs, if applicable.

Task 4: Meetings & Coordination

Task 4 includes coordination with the City, permitting agencies, and a meeting to present the chosen seawall alternative for public comments.

Task 5: Grant Research

The scope of Task 5 is to research grant opportunities in support of the seawall & fishing piers project. This scope includes determination of which grants are applicable to the project. This task does not include grant application.

Task 6: Aquatic Resource & Permitting Assessment

The scope of Task 6 includes an aquatic habitat assessment of the project site and determination of required permits based on the chosen repair/replace alternative for the seawall. The habitat assessment will cover the ecological conditions within the project limits to identify any natural or man-made terrestrial and aquatic resources. This review will include the use of an in-water survey to identify locations of specific interest (obvious vegetation, shoals, wildlife, etc.). The review will observe and record the presence of aquatic resources including seagrasses and other submerged aquatic vegetation; emergent vegetation (mangroves); native shoreline (riparian) vegetation; mudflats; oyster beds; hard bottom, sponges, etc.; man-made materials serving as aquatic habitat (e.g., rip-rap, concrete pilings, etc.); listed wildlife, including manatees, dolphins, and selected shorebirds; and non-listed fish and wildlife which appear to be common or abundant in the project area. This task does not include permit application.

3.0 SERVICES NOT PROVIDED

- SUE services are not included in this scope of work
- Coastal engineering to determine the design hurricane event, surge elevations, and wave heights is not included in this scope of work.
- Design plans, calculations, and permitting for the final alternative are not included in this scope of work

4.0 ADDITIONAL SERVICES

The ENGINEER will provide additional services whenever requested in writing by the CITY based on a negotiated lump sum or not-to-exceed allowance.

5.0 CITY RESPONSIBILITIES

The CITY will provide available copies of all maps, plans, construction/rehabilitation dates, reports, and other information and data pertinent to the project that the CITY may have in its possession.

6.0 DELIVERABLES

The Consultant shall provide a draft BODR for the seawall for review by the CITY followed by a final signed and sealed BODR after all comments have been addressed. The Consultant shall provide a draft Inspection Report for the fishing piers for review by the CITY followed by a final signed and sealed Inspection Report after all comments have been addressed.

Electronic copies of the submittals shall be provided to the CITY along with two (2) hard copies of the final signed and sealed report, if requested.

7.0 PROJECT SCHEDULE

The scope of services identified above will be completed and a draft report will be submitted to the CITY within 60 days of Notice to Proceed. The final report will be submitted after a review has been completed by the CITY and all comments have been addressed.

8.0 COMPENSATION

For the above-described SCOPE OF SERVICES, the CITY will compensate Cardno a lump sum amount of \$76,653.76. A detailed fee breakdown is included in Attachment A.

ATTACHMENT A
Work Task Breakdown
City of St. Pete Beach
Pass-a-Grille Seawall & Fishing Piers
Evaluation

I. Staffhour Estimate: All Tasks

Direct Labor Rates Classifications		Principal	Project Manager	Senior Engineer	Designer	Senior Project Scientist II	Staff Scientist	Clerical	Total Hours	Labor Cost
Billing Rate		\$ 250.00	\$ 180.00	\$ 170.00	\$ 105.00	\$ 155.00	\$ 81.00	\$ 70.00		
Phase										
1	Field Evaluation			10	10				20	\$ 2,750.00
2	Seawall Design Report		4	48	16				68	\$ 10,560.00
3	Fishing Pier Inspection Report		4	32	12				48	\$ 7,420.00
4	Meetings & Coordination	4	26	12					42	\$ 7,720.00
5	Grant Research								LS	\$ 2,500.00
6	Aquatic Resource & Permitting Assessment					24	62		86	\$ 8,742.00
Totals		4	34	102	38	0	0	0	178	\$ 39,692.00

II. Fee Calculation

Phase	Labor Cost	Expenses	Subconsultant Services		Subconsultant Services		Total Cost		
1	\$ 2,750.00	\$ -	\$ 2,516.76	Bolt Underwater	\$ 24,820.00	Tierra Geotechnical	\$ 9,625.00	Hyatt Survey	\$ 39,711.76
2	\$ 10,560.00	\$ -	\$ -		\$ -		\$ -		\$ 10,560.00
3	\$ 7,420.00	\$ -	\$ -		\$ -		\$ -		\$ 7,420.00
4	\$ 7,720.00	\$ -	\$ -		\$ -		\$ -		\$ 7,720.00
5	\$ 2,500.00	\$ -	\$ -		\$ -		\$ -		\$ 2,500.00
6	\$ 8,742.00	\$ -	\$ -		\$ -		\$ -		\$ 8,742.00
Grand Total									\$ 76,653.76

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

Issue Considered: Request approval of the services agreement with Rowland Inc. in the amount of \$162,320.00 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.

Date: July 9, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: The eastern alleyway between 20th Avenue and 21st Avenue in Pass-a-Grille is currently constructed out of shell. The City awarded a task order to CPWG for the design of this alleyway, to convert the surface from shell to concrete and install stormwater infrastructure to convey stormwater from this alleyway to the newly installed stormwater collection system on Pass-a-Grille Way.

Rowland Inc. is currently under contract with Tampa Bay Water for Civil & Large Pipeline Contractor Services, and is amenable to entering into a piggyback contract with the City of St. Pete Beach for like services. The City will piggyback on this contract, for this project, and future projects that fit the contract's scope and intent.

Funding: CIP – Alley Improvements
103-6108-537-5655
Project 188

Requested Motion: “I move to approve services agreement with Rowland Inc. in the amount of \$162,320.00 for the reconstruction of the eastern alleyway between 20th Avenue and 21st Avenue.”

Attachment: Services Agreement
Tampa Bay Water Contract
Rowland Cost Estimate

**Reviewed by the
City Manager:**

VT

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

On-Call Civil & Large Pipeline Contractor Services

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

WHEREAS, Contractor is currently under contract with Tampa Bay Water for On-Call Civil & Large Pipeline Contractor Services (the “TBW 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 TBW 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 TBW 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, 2021 (“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, 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 C.
7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's

consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Contractor:

Rowland Inc.
Attn: Kevin D. Rowland
President
6855 102nd Ave. N.
Pinellas Park, FL 33782

As to City:

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

19. To the extent that any terms in the attached Exhibit B conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached Exhibit B, 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 this Agreement will automatically renew for no more than one (1) additional one (1) year period 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.

Rowland 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”)

EXHIBIT “C”
(Contractor’s Awarded Bid Items)

AGENDA ITEM 13

DATE: August 7, 2017

TO: Matt Jordan, General Manager

FROM: Charles H. Carden, Chief Operating Officer 

SUBJECT: On-Call Civil & Large Pipeline Contractor Services – Award Goods & Services Contract Nos.: 2018-002; 2018-003; 2018-012 and 2018-013 to the lowest, responsive responsible bidders, Rowland, Inc., Granger Maintenance & Construction, Inc., and QRC, Inc. – *Presentation and Approve*

SUMMARY:	Tampa Bay Water requires general contractor services for short notice construction tasks and emergency repairs for civil and large pipeline facilities. Based on past usage it is recommended to increase the number of contractors and separate the type of work performed by each.
RECOMMENDATION:	Approve Contract Nos.: 2018-002 with Rowland, Inc.; 2018-003 with Granger Maintenance & Construction, Inc.; 2018-012 with Rowland, Inc.; and 2018-013 with QRC, Inc.

COST/FUNDING SOURCE: \$1,000,000 Per Contract Over Four Years / Uniform Rate

DISCUSSION: Tampa Bay Water requires general contractor services for short notice construction tasks and emergency repairs for civil and large pipeline facilities. Historically, the agency has used two contractors under one general contract. Staff has identified a need to separate this contract into two parts where part A is for general civil tasks and part B is more specific to large pipeline tasks.

On May 19, 2017, Tampa Bay Water posted an Invitation for Sealed Bids (ITB) for the On-Call Civil & Large Pipeline Contractor Services, Contract Nos. 2018-002; 2018-003; 2018-012 and 2018-013 for three-year contracts with an option to renew for an additional year. This bid was divided into two parts, Part A – General/Civil and Part B – Large Pipeline. Over 1,607 contractors were notified through advertisement on DemandStar and Tampa Bay Water's website. Tampa Bay Water added four (4) known contractors as supplemental contractors and forty-one (41) contractor firms downloaded the bid plans. A non-mandatory pre-bid meeting was conducted on June 14, 2017, at 9:00 a.m., at which six (6) bidders were present.

On July 12, 2017 at 3:00 p.m. bids were received and publicly opened as follows:



PART A – ON CALL GENERAL/CIVIL CONTRACTORS

Bidder	Basis of Award
Rowland, Inc.	\$1,336.00
Granger Maintenance & Construction, Inc.	\$1,514.00
QRC, Inc.	\$1,783.50
Woodruff & Sons, Inc.	\$3,560.00
Kimmins Construction Corporation	\$4,346.50

PART B – ON CALL LARGE PIPELINE CONTRACTORS

Bidder	Basis of Award
Rowland, Inc.	\$1,506.00
QRC, Inc.	\$3,723.50
Woodruff & Sons, Inc.	\$4,525.00
Kimmins Construction Corporation	\$6,258.70

Trias Construction, Inc's., bid submittal for Part B was deemed incomplete and rejected.

Staff recommends that Contract Nos. 2018-002; 2018-003; 2018-012 and 2018-013 be approved in the amount of \$1,000,000 per contract over the four-year contract term without annual limits, with an additional proviso the Board delegate to the General Manager authorization to issue individual task orders in the amounts not to exceed \$250,000, to the lowest, responsive, responsible bidder. Funds for this work will be included in each fiscal year budget.

The proposed contracts have been approved as to form by Tampa Bay Water General Counsel's Office. A copy of the contracts bid schedule is attached.

BACKGROUND: For the past fifteen years, general contractors have been a valuable asset to Tampa Bay Water. This has allowed the agency to respond quickly to short term construction tasks and emergency repairs that occasionally develop, and has proven to be a cost-effective and fast response alternative to adding additional staff and purchasing or maintaining and training to utilize rarely-needed equipment. With the current and projected short notice construction demands over the next four years, staff recommended to restructure the bid documents to award four contracts. This allows the simultaneous use of multiple contractors on different tasks as well as flexibility when one contractor is not able to perform a task due to schedule, personnel, or equipment capacity.

Contracts 2018-002, 2018-003, 2018-012, and 2018-013 replace contracts 2014-016 and 2014-017. Unit prices are down by about 3% on average for part A of the contract. Part B of the contract was newly developed and there is no basis for comparison to the previous term.

Attachment

PART A - CIVIL CONTRACTOR BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Labor					
1	Foreman	Hour	1	68.00	68.00
2	Operator	Hour	1	51.00	51.00
3	Truck Driver	Hour	1	30.00	30.00
4	Pipe Layer - For Pipes ≤ 48" Dia.	Hour	1	46.00	46.00
5	Laborer	Hour	1	42.00	42.00
Equipment					
6	Foreman P/U with hand tools	Hour	1	30.00	30.00
7	Job truck with mandatory tools *note*	Hour	1	35.00	35.00
8	Crane (20 Ton)	Hour	1	75.00	75.00
9	Crane (60 Ton)	Hour	1	110.00	110.00
10	Tractor & Trailer (Transport)	Hour	1	20.00	20.00
11	Track Hoe (to 100 HP)	Hour	1	90.00	90.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	100.00	100.00
13	Rubber Tired Backhoe	Hour	1	40.00	40.00
14	Wheel Loader (to 150 HP)	Hour	1	65.00	65.00
15	Wheel Loader (151 HP and up)	Hour	1	68.00	68.00
16	Track Type Tractors (to 100 HP)	Hour	1	15.00	15.00
17	Track Type Tractors (101 HP up)	Hour	1	20.00	20.00
18	Dump Truck (Tandem Axle)	Hour	1	60.00	60.00
19	Plate Tamp	Hour	1	5.00	5.00
20	3" Trash Pump	Hour	1	5.00	5.00
21	4" Double Diaphragm Pump	Hour	1	10.00	10.00
22	Air Compressor (125 SCFM)	Hour	1	10.00	10.00
23	Well Point Pump	Day	1	80.00	80.00
24	4" Jet Pump	Day	1	50.00	50.00
Material					
25	2500psi Concrete (Un-formed)	Cu. Yd.	1	100.00	100.00
26	Off Site Select Fill	Cu. Yd.	1	3.00	3.00
27	Limerock Base Material	Ton	1	6.00	6.00
28	#57 Washed Stone	Ton	1	23.00	23.00
29	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	3.50	3.50
30	Bahia Sod	Sq. Yd.	1	5.50	5.50
Sub-Contractor					
31	Welder with Truck	Hour	1	55.00	55.00
32	Tractor with 7' Bush Hog	Hour	1	15.00	15.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):					\$ 1,336.00
(ITEMS 1 THRU 32)					
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.					

PROPOSED TOTAL CIVIL CONTRACTOR BID SCHEDULE

One Thousand, Three Hundred Thirty Six Dollars and Zero Cents

(Amount of Proposed Total Contract Bid Price (Basis of Award Written in Words))

Rowland Inc.

Firm Name

6855 102nd. Ave. N., Pinellas Park, FL 33782

Firm Address



Authorized Signature

Kevin D. Rowland, President

Printed Name

(727) 545-3815

Phone Number

kevin@rowland-inc.com

E-Mail Address

PART B - LARGE PIPELINE CONTRACTOR BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Labor					
1	Foreman	Hour	1	68.00	68.00
2	Operator	Hour	1	51.00	51.00
3	Truck Driver	Hour	1	30.00	30.00
4	Pipe Layer - For Pipes ≤ 84" Dia.	Hour	1	46.00	46.00
5	Laborer	Hour	1	42.00	42.00
Equipment					
6	Foreman P/U with hand tools	Hour	1	30.00	30.00
7	Job truck with mandatory tools *note*	Hour	1	35.00	35.00
8	Crane (20 Ton)	Hour	1	75.00	75.00
9	Crane (60 Ton)	Hour	1	110.00	110.00
10	Tractor & Trailer (Transport)	Hour	1	20.00	20.00
11	Track Hoe (to 100 HP)	Hour	1	90.00	90.00
12	Track Hoe (101 HP to 170 HP)	Hour	1	100.00	100.00
13	Track Hoe (171 HP and up)	Hour	1	110.00	110.00
14	Rubber Tired Backhoe	Hour	1	40.00	40.00
15	Wheel Loader (to 150 HP)	Hour	1	65.00	65.00
16	Wheel Loader (151 HP and up)	Hour	1	68.00	68.00
17	Track Type Tractors (to 100 HP)	Hour	1	15.00	15.00
18	Track Type Tractors (101 HP up)	Hour	1	20.00	20.00
19	Dump Truck (Tandem Axle)	Hour	1	60.00	60.00
20	Plate Tamp	Hour	1	5.00	5.00
21	3" Trash Pump	Hour	1	5.00	5.00
22	4" Double Diaphragm Pump	Hour	1	10.00	10.00
23	Air Compressor (125 SCFM)	Hour	1	10.00	10.00
24	Well Point Pump	Day	1	80.00	80.00
25	4" Jet Pump	Day	1	50.00	50.00
Material					
26	2500psi Concrete (Un-formed)	Cu. Yd.	1	100.00	100.00
27	Off Site Select Fill	Cu. Yd.	1	3.00	3.00
28	Limerock Base Material	Ton	1	6.00	6.00
29	#57 Washed Stone	Ton	1	23.00	23.00
30	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	3.50	3.50
31	Bahia Sod	Sq. Yd.	1	5.50	5.50
32	Sheeting to Depths of 25'	LF	4	15.00	60.00
Sub-Contractor					
33	Welder with Truck	Hour	1	55.00	55.00
34	Tractor with 7' Bush Hog	Hour	1	15.00	15.00
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award):					\$ 1,506.00
(ITEMS 1 THRU 34)					
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.					

**PROPOSED TOTAL LARGE PIPELINE CONTRACTOR BID SCHEDULE PRICE
(Including Owner's Allowance)**

One Thousand, Five Hundred Six Dollars and Zero Cents

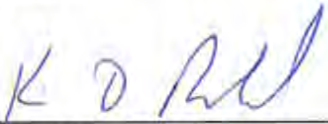
(Amount Written in Words)

Rowland Inc.

Firm Name

6855 102nd. Ave. N., Pinellas Park, FL 33782

Firm Address



Authorized Signature

Kevin D. Rowland, President

Printed Name

(727) 545-3815

Phone Number

kevin@rowland-inc.com

E-Mail Address



INVITATION TO BID COVER SHEET

FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT
REGINA KAVANAGH, PURCHASING SPECIALIST

WEBSITE: <http://www.tampabaywater.org>

E-MAIL: rkavanagh@tampabaywater.org and purchasing@tampabaywater.org

2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102

BID/CONTRACT NOs: 2018-002; 2018-003; 2018-012 & 2018-013

TITLE: ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES

BID OPENING: 3:00 P.M. (EASTERN DAYLIGHT TIME), ON JULY 12, 2017

IMPORTANT NOTICE: Tampa Bay Water issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All Addenda to such solicitations will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the planholders list and may not receive notification of any Addenda(s) issued. Failure to receive any issued addenda shall not relieve the Bidder from any obligation(s) contained in the addenda.

To access Tampa Bay Water solicitations, any resulting Addenda and Bid results, go to: www.tampabaywater.org.

If you need assistance in registering with Onvia DemandStar, please call 1-800-711-1712.

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BID DATA PAGE
KEY DATES AND IMPORTANT INFORMATION

BID TITLE: On-Call Civil & Large Pipeline Contractor Services
BID NUMBER: 2018-002; 2018-003; 2018-012 & 2018-013

DESCRIPTION OF BID: Provide On-Call Civil & Large Pipeline Contractor Services. This bid will be divided in two parts: A total of up to four (4) contracts shall be awarded, as follows: Two (2) for Part A and Two (2) for Part B, below. Bidders may submit bids for General Civil Contractors (Part A), Large Pipeline Contractors (Part B), or both.

PART A – General contractors needed on short notice for civil work with various small construction tasks as well as emergency repairs.

PART B – Heavy piping contractors needed on short notice for large diameter pipeline installation and repairs as well as other heavy construction and lifting tasks as well as emergency repairs.

BID SUBMITTAL DEADLINE: JULY 12, 2017 at 3:00 P.M. (EDT).

BID SUBMITTAL LOCATION: Bidder is directed to deliver its sealed Bid to the following address no later than the above-referenced Bid Submittal Deadline:

Tampa Bay Water
Records Department – Attention: Purchasing
2575 Enterprise Road
Clearwater, FL 33763

All Bids should be labeled with the Bidder's name and marked "SEALED BID FOR ON-CALL CIVIL & LARGE PIPELINE CONTRACTOR SERVICES, CONTRACT Nos. 2018-002; 2018-003; 2018-012 & 2018-013.

OPENING OF BIDS: Bids will be opened at the above address on the date of the Bid Submittal Deadline on JULY 12, 2017 AT 3:00 P.M. (EDT).

PRE-BID CONFERENCE: JUNE 14, 2017 AT 9:00 A.M.

BID BOND/SECURITY REQUIRED: No ☐ Yes ☒:

If "Yes", then the Bond/security shall be in the amount of Five Thousand Dollars and No Cents, (\$5,000.00). Bidder is hereby directed to item number 9 of the "Part II, GENERAL CONDITIONS" portion of this Invitation to Bid for more information regarding the required Bond/security, if applicable.

If you need assistance in registering with Onvia DemandStar, please call 1-800-711-1712.

FOR ADDITIONAL INFORMATION CONTACT:

Name of Purchasing Representative: Regina Kavanagh

Title: Purchasing Specialist; Telephone: (727) 791-2392

E-Mail: rkavanagh@tampabaywater.org and purchasing@tampabaywater.org

STATEMENT OF “NO BID”

IMPORTANT NOTICE TO CONTRACTORS/SUPPLIERS: Your feedback is important to us. If you do not intend to submit a Bid, please return this Statement of “No Bid” noting your reason below and email it to records@tampabaywater.org. You may also mail it to this address:

**TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FL 33763**

Bid Number: 2018-002; 2018-003; 2018-012 & 2018-013

Title: On-Call Civil & Large Pipeline Contractor Services

If you elect not to submit a bid/proposal, please indicate the reason below:

- ☐ We do not offer this product/service or an equivalent
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time or resources to respond to solicitation
- ☐ Unable to meet specifications
- ☐ Specifications not clear
- ☐ Unable to meet bond and/or insurance requirements
- ☐ Specifications “too tight”/restrictive (i.e. geared to specific brand or manufacturer)
- ☐ Subcontractor (submitted bid to General Contractor)
- ☐ Other (please explain): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ E-Mail: _____

PART I - GENERAL INFORMATION AND INSTRUCTIONS

1. BACKGROUND

Tampa Bay Water, A Regional Water Supply Authority, is requesting sealed bids for On-Call Civil & Large Pipeline Contractor Services.

Tampa Bay Water is Florida's largest provider of wholesale drinking water. Our mission is to reliably supply high-quality water to meet the area's present and future needs in an economically and environmentally sound manner. We are a regional agency created by an inter-local agreement among our member governments through state enabling legislation. We have a nine-member Board of Directors made up of representatives from the three counties and three cities we serve: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

Bidders can familiarize themselves with our agency at www.tampabaywater.org. Tampa Bay Water was recreated in 1998 as the result of a two-year negotiation process that changed the name, structure and operations of the West Coast Regional Water Supply Authority. Our predecessor, the West Coast Regional Water Supply Authority, was created in 1974. Tampa Bay Water is now a multi-source provider of drinking water including groundwater, surface water, and desalinated seawater. Tampa Bay Water is a non-profit governmental agency funded through wholesale water rates by its member governments. Our member governments serve about 2.3 million residents in the Tampa Bay area.

2. COOPERATIVE BID INTENT

Provision for other Government Entities (not included below):

It is the intent of this Specification to make available to other government entities of the State of Florida the right to purchase, by mutual agreement with the Contractor, the same equipment and/or services, at the contract prices, for the term of this contract.

3. BID OVERVIEW AND BACKGROUND

Provide On-Call Civil & Large Pipeline Contractor Services. This bid will be divided in two parts: A total of four (4) contracts shall be awarded, as follows: Two (2) for Part A and Two (2) for Part B, below. Bidders may submit bids for General Civil Contractors (Part A), Large Pipeline Contractors (Part B), or both.

PART A – General contractors needed on short notice for civil work with various small construction tasks as well as emergency repairs.

PART B – Heavy piping contractors needed on short notice for large diameter pipeline installation and repairs as well as other heavy construction and lifting tasks as well as emergency repairs.

4. BID PRICE FORM

Quotations for services are to be provided on the Bid Price Form(s) included herein, and shall be completed in ink or typewritten. Owner's Allowance, if specified in the Bid Price Form included herein, is to be included in the proposed total Contract price. If included, Bidder must complete the Bidder's Experience Form included herein.

Bidder must fill in all blank spaces on the Bid Price Form included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder's authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.

5. ADDITIONAL INFORMATION REQUIREMENTS

To demonstrate qualifications to furnish the specified goods and/or services under the Contract, Bidders must be prepared to submit written information, within five (5) business days of Tampa Bay Water's request, such as the bidder's three most recent audited financial statements, unaudited financial reports if audited reports are not available, prior experience, references, and previous contracts for similar goods and/or services.

6. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the Bid. The following documents, together, comprise a Bid.

- Addenda Acknowledgement Form;
- Bid Price Form;
- Signature Form;
- Non-Collusion Form;
- Bid Bond or Cashier's Check;
- Bidder's Reference List;
- Regulatory Actions (including but not limited to copies of the following):
 - OSHA Form 300A Summary of Work Related Injuries and Illnesses log for the past three years (if Bidder utilizes a third party delivery company or affiliated company, then they

shall submit the OSHA 300A Summary of Work Related Injuries and Illnesses log for that company as well);

- o Names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies, over the past five (5) years; and
- o Bidders shall provide contact information for its Safety Officer or Coordinator.

Failure to disclose references, terminations, or safety incidents may result in Bidder being disqualified from bidding. Omission of, or failure to complete, any portion of the required documents at the time of the Bid opening may be cause to reject the entire bid.

7. SALES AND USE TAXES

Tampa Bay Water is exempt from State sales tax on equipment or materials purchased directly from the Bidder. Such taxes should not be included in the quoted prices.

8. COMPLETE PRICING

All prices quoted must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to Tampa Bay Water. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

9. MULTIPLE BIDS PROHIBITED

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Tampa Bay Water that any Bidder has an interest in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected. Pursuant to Part I – General Information and Instructions, Paragraph 3 Bid Overview and Background. This bid will be divided in two parts. A total of four (4) contracts shall be awarded, as follows: Two (2) for Part A and Two (2) for Part B, below. **Bidders may submit bids for General Civil Contractors (Part A), Large Pipeline Contractors (Part B); or both.**

10. AUTHORIZED SIGNATURE

The Bidder shall sign its Bid in the appropriate blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bid.

Failure to provide evidence of authority may cause the Bid to be regarded as not properly authorized and may subject it to rejection (disqualification).

11. SUBMITTAL DATE AND PACKAGE REQUIREMENTS

Sealed Bids for goods and/or services under the Contract must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 3:00 p.m., (EDT), on July 12, 2017. A signed original, one digital copy on a CD or flash drive and three (3) copies of the Bid response must be received on or before this deadline. Responses will be retained as property of Tampa Bay Water. As such, all responses are public record, subject to public review. The Bid response marked "original" must contain a manual signature of the authorized representative of the Bidder; all others may be photocopies.

Sealed Bids must be submitted in accordance with the deadline and clearly marked "Sealed Bid" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Records Department

TAMPA BAY WATER CONTRACT # 2018-002; 2018-003; 2018-012 & 2018-013

12. PRE-BID CONFERENCE AND INQUIRIES

A Pre-Bid Conference will be held on June 14, 2017 at 9:00 a.m., at Tampa Bay Water's office located at 8865 Pump Station Road, Land O'Lakes, FL 34639. Attendance at the Pre-BID Conference is not mandatory but highly encouraged and all prospective BIDDERS are strongly encouraged to attend. Any questions concerning this BID solicitation process, required submittals, evaluation criteria, BID SCHEDULE, selection process or any other matter regarding this procurement should be directed to Regina Kavanagh at Tampa Bay Water, 727/791-2392 (telephone), or rkavanagh@tampabaywater.org and purchasing@tampabaywater.org. All questions received prior to the Pre-BID Conference will be discussed at the Pre-BID Conference. Anyone requiring reasonable accommodations for this conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 (telephone) at least three working days prior to this conference. If additional questions arise after the pre-bid, the BIDDER must submit a written inquiry to request information or clarifications. Tampa Bay Water will accept additional written inquiries at the email address above until the **Close of Business on June 22, 2017**. If additional information is provided, it will be provided to all BIDDERS via a written addendum. All addenda will be published via Tampa Bay Water's online provider, Onvia DemandStar and also accessible via link on Tampa Bay Water's website.

13. DESIGNATED CONTACT:

Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed in writing to the Tampa Bay Water

Purchasing Representative as designated below or via the general purchasing email address below.

Regina Kavanagh, Purchasing Representative

Tampa Bay Water, 2575 Enterprise Road, Clearwater, FL 33763

rkavanagh@tampabaywater.org

purchasing@tampabaywater.org

All inquiries or requests for clarification must be submitted in writing and are subject to distribution to all Bidders. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Bidder concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Bidder.

14. ADDENDA

Tampa Bay Water reserves the right to revise or amend this Invitation To Bid (“ITB”). Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted via Tampa Bay Water’s online provider, Onvia DemandStar and available via link on Tampa Bay Water’s website. The Bid opening shall be at least five (5) working days after the last Addenda.

15. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of the bid opening may be cause to reject the entire bid.

16. ACCEPTANCE AND RIGHT OF REJECTION

Bidder understands that Bids are to remain open for an acceptance period of ninety (90) days after the bid opening date for evaluation purposes. Tampa Bay Water reserves the right to reject all bids.

17. WAIVER OF MINOR IRREGULARITIES OR ERRORS

Tampa Bay Water reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other Bidders; or (2) to reject any and all Bids submitted as non-responsive. Conditional Bids or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

18. AWARD NOTIFICATION

Tampa Bay Water will award the Contract included herein to the lowest responsive, responsible Bidder deemed most qualified to provide the specified goods and/or services under the Contract included herein.

Notification of Tampa Bay Water's award resulting from this solicitation will be posted through Tampa Bay Water's on-line provider, Onvia DemandStar and on Tampa Bay Water's website.

PART II GENERAL CONDITIONS:

BIDDER'S ACKNOWLEDGEMENTS

1. EXPENSES

Tampa Bay Water accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the ITB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the ITB shall be the sole responsibility of the Bidder. Tampa Bay Water and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this ITB.

2. INTERPRETATION

By submitting a Bid, Bidders acknowledge that Tampa Bay Water is the interpreter of these Goods And/Or Services Contract Documents.

3. PUBLIC RECORDS

3.1 Each BIDDER, by submitting a BID, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the BIDDER establishes its right to a public records exception. It is the responsibility of the BIDDER alone to establish its right to any such exception. Under no circumstances will TAMPA BAY WATER be responsible or liable to a BIDDER or any other party as a result of disclosing any such information or materials.

3.2 Each BIDDER may clearly mark each page of the BID that contains trade secrets or other confidential commercial or financial information which the BIDDER believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. BIDDERS are informed that TAMPA BAY WATER is subject to the Florida Public Records and Sunshine Laws.

3.3 Each BIDDER, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this BID the following conditions will be made a part of the contract.

- a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Contractor shall 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 Agency.
- d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the 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 Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

3.4 Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.

4. CONTRACT FORM AND ACCEPTANCE

The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Tampa Bay Water in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS

The Successful Bidder agrees that, upon receipt of the Notice Of Award, it shall execute and deliver to Tampa Bay Water two (2) copies of the Contract, the required Certificates Of Insurance, and the Florida Performance Bond and the Florida Payment Bond, (if applicable) all of which are included herein, within 15 business days of receipt of the Notice Of Award. No

work can begin or goods delivered prior to Tampa Bay Water's receipt and approval of the insurance and bond forms.

6. 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 contract. Tampa Bay Water shall not be liable for the obligations of any other agency which uses this contract under this provision.

7. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

7.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Bidder acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

7.2 Pursuant to Subsection 287.134(2)(a), Florida Statutes, Bidder acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

7.3 Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

8. FAILURE TO FILE A PROTEST

Failure to file a protest within the time prescribed in section 120.57(3), Florida statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this Invitation to Bid, Notice of Award, the form and content of the Bids, and/or the actions of Tampa Bay Water.

9. BID BOND

Sealed Bids must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the Florida Bid Bond included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of Five Thousand Dollars and no cents, (\$5,000.00). The Florida Bid Bond included herein shall be given as a guarantee that the Bidder will not withdraw its BID for a period of ninety (90) days after the opening of Bids.

10. STATEMENT OF NON COLLUSION

The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Tampa Bay Water and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

11. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Price Form are based on historical usage and Tampa Bay Water's anticipated needs at the time of the solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

12. MAXIMUM RESPONSE TIME

Maximum response time for emergency calls is 30 minutes by phone, and 2 hours for key personnel/superintendent to be on-site. Critical equipment must be on-site within 6 hours. For non-emergency calls, maximum response time is 24 hours by phone, and 1 week to mobilize to the site with all required personnel and equipment unless otherwise agreed upon. For example, if an agreed upon mobilization time is 2 days, a call on Monday would require a response by Wednesday. A call on Friday would require a mobilization response on Tuesday. Failure to offer a response time within the maximum or agreed upon time specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the response time specified shall constitute a breach of contract.

13. F.O.B. DESTINATION – FREIGHT PRE-PAID

Successful bidder shall pay all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Tampa Bay Water's specified delivery location(s). Bid prices shall be **inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents.** Actual delivery addresses shall be identified at time of order.

14. SIMILAR SERVICES

The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Tampa Bay Water, will be used by Tampa Bay Water and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

15. FORCE MAJEURE

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

16. NEW PRODUCT(S)

The Successful Bidder shall guarantee that the product(s) provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstance arise causing the Successful Bidder to offer reconditioned, used or refurbished product, the Successful Bidder must first obtain permission in writing from Tampa Bay Water and shall resume providing new products at the earliest possible time.

17. VENDOR'S STOCK

The Successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should product not be available, Tampa Bay Water reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

18. WARRANTY

The Successful Bidder shall guarantee that all products supplied and/or services performed shall meet specifications upon completion of work and be free from defects in material, workmanship, and performance for a period of one-year after acceptance by Tampa Bay Water, or the manufacturer's standard warranty period, whichever is greater. Acceptance shall be defined as 30 days after completion of work. If defects are identified and verified as having been caused or resulting from poor workmanship or contractor error during servicing or installation of parts or equipment, contractor shall repair and/or replace the parts/equipment at no costs to Tampa Bay Water within 30 days of notification and verification. The work shall be considered complete when Tampa Bay Water approves payment. Successful Bidder shall bear all costs to replace goods, their spare parts or components in full and/or repair defects within this timeframe, including labor, transportation of goods to and from a designated repair facility and shipping costs of replacement parts.

PART III ADDITIONAL CONDITIONS

1. OWNER'S RIGHTS

Tampa Bay Water reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed to be in the best interests of Tampa Bay Water. Tampa Bay Water further reserves the right to delete line items from consideration. The decision made by Tampa Bay Water in selection of the successful Bidder and award of the Contract included herein will be final. Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this ITB;
- b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology;
- c. Extend dates, time periods or deadlines in this ITB;
- d. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids;
- e. Waive minor deficiencies, informalities, irregularities or defects in a Bid;
- f. Suspend and/or terminate this procurement process at any time;
- g. Reissue the same ITB or a different ITB for this project;
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids;
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
- j. Accept Bids that in its judgment will be in the best interest of Tampa Bay Water;
- k. Suspend, discontinue and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
- l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

2. DISQUALIFICATION

Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners and parent organizations) that:

- a. Fails to include information in its Bid required by this ITB;
- b. Engages in conduct prohibited by this ITB;
- c. Fails to obtain the agency's consent for any action when required by this ITB;
- d. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;

- e. Submits false or misleading information in its Bid;
- f. Has a conflict of interest;
- g. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water's evaluation of the Bid; or
- h. Otherwise fails to comply with or breaches any material requirement of this ITB.

3. NON-BINDING

The issuance of this ITB does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, nor does the ITB constitute an offer to enter into a Contract with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this ITB.

4. INITIAL TERM

The initial term of this contract shall be from date of award through September 30, 2021.

5. CONTRACT RENEWAL

Owner reserves the right to renew the contract for an additional one-year (1) period from its expiration date. Renewal shall be contingent upon agreement by both parties to the same terms and conditions of the contract. Tampa Bay Water reserves the right to terminate the Contract per Section 5 of the General Contract Conditions.

6. SUPPLEMENTAL CONTRACT EXTENSION PERIOD

Tampa Bay Water has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Tampa Bay Water's intent to extend shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, Tampa Bay Water will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to Tampa Bay Water on the last day of the fiscal year in which sufficient funds have been appropriated.

PART IV BID FORMS

ADDENDA ACKNOWLEDGMENT FORM

The Bidder acknowledges that he has received Addenda Number(s):

Number	Addendum Title	Bidder Initials
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Number	Addendum Title	Bidder Initials
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Number	Addendum Title	Bidder Initials
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Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

PART A - CIVIL CONTRACTOR BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Labor					
1	Foreman	Hour	1		
2	Operator	Hour	1		
3	Truck Driver	Hour	1		
4	Pipe Layer - For Pipes ≤ 48" Dia.	Hour	1		
5	Laborer	Hour	1		
Equipment					
6	Foreman P/U with hand tools	Hour	1		
7	Job truck with mandatory tools *note*	Hour	1		
8	Crane (20 Ton)	Hour	1		
9	Crane (60 Ton)	Hour	1		
10	Tractor & Trailer (Transport)	Hour	1		
11	Track Hoe (to 100 HP)	Hour	1		
12	Track Hoe (101 HP to 170 HP)	Hour	1		
13	Rubber Tired Backhoe	Hour	1		
14	Wheel Loader (to 150 HP)	Hour	1		
15	Wheel Loader (151 HP and up)	Hour	1		
16	Track Type Tractors (to 100 HP)	Hour	1		
17	Track Type Tractors (101 HP up)	Hour	1		
18	Dump Truck (Tandem Axle)	Hour	1		
19	Plate Tamp	Hour	1		
20	3" Trash Pump	Hour	1		
21	4" Double Diaphragm Pump	Hour	1		
22	Air Compressor (125 SCFM)	Hour	1		
23	Well Point Pump	Day	1		
24	4" Jet Pump	Day	1		
Material					
25	2500psi Concrete (Un-formed)	Cu. Yd.	1		
26	Off Site Select Fill	Cu. Yd.	1		
27	Limerock Base Material	Ton	1		
28	#57 Washed Stone	Ton	1		
29	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1		
30	Bahia Sod	Sq. Yd.	1		
Sub-Contractor					
31	Welder with Truck	Hour	1		
32	Tractor with 7' Bush Hog	Hour	1		
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award): _____					
(ITEMS 1 THRU 32)					
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.					

PROPOSED TOTAL CIVIL CONTRACTOR BID SCHEDULE

(Amount of Proposed Total Contract Bid Price (Basis of Award Written in Words))

Firm Name

Firm Address

Authorized Signature

Printed Name

Phone Number

E-Mail Address

PART B - LARGE PIPELINE CONTRACTOR BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Labor					
1	Foreman	Hour	1	_____	_____
2	Operator	Hour	1	_____	_____
3	Truck Driver	Hour	1	_____	_____
4	Pipe Layer - For Pipes ≤ 84" Dia.	Hour	1	_____	_____
5	Laborer	Hour	1	_____	_____
Equipment					
6	Foreman P/U with hand tools	Hour	1	_____	_____
7	Job truck with mandatory tools *note*	Hour	1	_____	_____
8	Crane (20 Ton)	Hour	1	_____	_____
9	Crane (60 Ton)	Hour	1	_____	_____
10	Tractor & Trailer (Transport)	Hour	1	_____	_____
11	Track Hoe (to 100 HP)	Hour	1	_____	_____
12	Track Hoe (101 HP to 170 HP)	Hour	1	_____	_____
13	Track Hoe (171 HP and up)	Hour	1	_____	_____
14	Rubber Tired Backhoe	Hour	1	_____	_____
15	Wheel Loader (to 150 HP)	Hour	1	_____	_____
16	Wheel Loader (151 HP and up)	Hour	1	_____	_____
17	Track Type Tractors (to 100 HP)	Hour	1	_____	_____
18	Track Type Tractors (101 HP up)	Hour	1	_____	_____
19	Dump Truck (Tandem Axle)	Hour	1	_____	_____
20	Plate Tamp	Hour	1	_____	_____
21	3" Trash Pump	Hour	1	_____	_____
22	4" Double Diaphragm Pump	Hour	1	_____	_____
23	Air Compressor (125 SCFM)	Hour	1	_____	_____
24	Well Point Pump	Day	1	_____	_____
25	4" Jet Pump	Day	1	_____	_____
Material					
26	2500psi Concrete (Un-formed)	Cu. Yd.	1	_____	_____
27	Off Site Select Fill	Cu. Yd.	1	_____	_____
28	Limerock Base Material	Ton	1	_____	_____
29	#57 Washed Stone	Ton	1	_____	_____
30	Asphalt Paving (1½" Thick; Type S-3)	Sq. Yd.	1	_____	_____
31	Bahia Sod	Sq. Yd.	1	_____	_____
32	Sheeting to Depths of 25'	LF	4	_____	_____
Sub-Contractor					
33	Welder with Truck	Hour	1	_____	_____
34	Tractor with 7' Bush Hog	Hour	1	_____	_____
PROPOSED TOTAL CONTRACT BID PRICE (Basis of Award): _____					
(ITEMS 1 THRU 34)					
Note Job truck with mandatory tools to include all items listed on Table 1 in the specifications.					

**PROPOSED TOTAL LARGE PIPELINE CONTRACTOR BID SCHEDULE PRICE
(Including Owner's Allowance)**

(Amount Written in Words)

Firm Name

Firm Address

Authorized Signature

Printed Name

Phone Number

E-Mail Address

AUTHORIZED SIGNATURES

Bidder: Complete the applicable Acknowledgement for An Individual Acting in His Own Right, A Partnership, A Corporation, or a Limited Liability Corporation, (LLC) according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public

State of: _____

My Commission

Expires: _____

Printed, typed or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR A PARTNERSHIP

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____, who is a partner on behalf of _____, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public

State of: _____

My Commission

Expires: _____

Printed, typed or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____, who is _____ (Title) of _____ (Corporation Name) a corporation under the laws of the State of _____, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public

State of: _____

My Commission

Expires: _____

Printed, typed or stamped
Commissioned name of notary public

Printed or typed name of Affiant

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is _____ of _____, (the "Bidder") and has submitted the attached Bid;

2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;

3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;

4. The Bid is genuine and is not a collusive or sham Bid;

5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Tampa Bay Water or any person interested in the Contract.

By: _____

(Corporate Seal)

Title: _____

Subscribed and sworn before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

Notary Public:

Print Name

My commission expires:

FLORIDA BID BOND

Know all men by these presents:

That the "Bidder", _____, a corporation _____, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", _____, a corporation of the state of _____, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Tampa Bay Water, A Regional Water Supply Authority ("Tampa Bay Water"), as obligee, in the sum Five Thousand Dollars and No Cents (\$5,000.00), lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Tampa Bay Water, its Bid to which this Florida Bid Bond ("Bond") is attached, to enter into the Contract with Tampa Bay Water for On-Call Civil & Large Pipeline Contractor Services, Contract Nos.: 2018-002; 2018-003; 2018-012 & 2018-013, which said Contracts are incorporated herein by reference:

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Tampa Bay Water the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Tampa Bay Water makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Tampa Bay Water, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Tampa Bay Water for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Tampa Bay Water may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.

IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds can not be in excess of the amount indicated as approved by that list.

(Name of Surety)

(Address)

(Telephone Number)

(Name of Duly Authorized Florida Agent)

(Address)

(Telephone Number)

Signed and sealed this _____ day of _____, 20_____.

Bidder/Principal:

Witness

By:_____

Name and Title

Surety:

Witness

By Agent:_____

By Attorney-In-Fact
(Attach Certified Copy of Power of Attorney)

BIDDER'S REFERENCE LIST

To enable Tampa Bay Water to evaluate the Bidder's qualification, Bidders will provide references and submit them with the bid package. Provide a minimum of three and maximum of five references where your company has provided similar goods or services within the last five years and include the information requested below. **Tampa Bay Water employees may not be used as references.** Separate sheets or your own form may be utilized however, all the information should be provided. Inadequate information provided to verify Bidder's experience and qualifications may result in disqualification.

Provide the following information for **each** of the references. (Minimum 3/Maximum 5)

Company Name:

Company Address:

Contact Person:

Contact Email Address:

Contact Phone Number:

Nature of Contract:

Dollar Value of Contract:

Start and End Dates of Contract:

PART V SPECIFICATIONS

SPECIFICATIONS

1. **“Labor” Items** – The hourly rate shall include wages, taxes, insurance, fringe benefits, overhead, and profit.
2. **“Equipment” Items** – The hourly rate shall include fuel, supplies, maintenance, renewals, and depreciation.
3. **“Materials” Items** – All Items shall include applicable delivery costs and taxes. Payment shall be based on in-place measurements and delivery tickets.
4. **“Sub-Contractor” Items** – The hourly rate shall include a certified welder and a truck fully equipped with an engine driven welder, oxygen and acetylene cylinders and other accessories as would be necessary to weld or cut carbon steel on site. This hourly rate shall include the contractor’s overhead and profit.

All of the above items shall be included as specified in the bid schedule. The item on the bid schedule for “job truck with mandatory tools” shall include all tools in Table 1 on the following page. Any item used on the work which is not covered on the bid schedule and for which the contractor seeks payment will be considered “cost reimbursement work”. The term “cost reimbursement work” shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor’s forces, materials, equipment, and other items of cost as required and used to do the work.

The CONTRACTOR shall provide all labor, equipment, materials, skills, and tools necessary to complete the work in a satisfactory manner within a reasonable period of time. In the event the CONTRACTOR fails to provide item(s) required for the work, the cost and time to obtain the item(s) shall be at the CONTRACTOR’S expense. The CONTRACTOR shall have full responsibility to maintain all equipment in good working order to prevent delays resulting in loss of scheduled worktime for maintenance. For the work performed, payment shall be made for the documented actual cost of the following:

1. Labor, for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by Tampa Bay Water.
2. Material delivered and used on the designated work, including sales tax, if paid for by the contractor or its sub-contractor.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a rental value in excess of \$100.00.

Rental or equivalent rental cost shall be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowance shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances shall be made for those items, unless specific agreement to that effect is made.

To the cost reimbursement work, there shall be added the following fixed fees for the contractor or sub-contractor actually performing the work:

1. A fixed fee not to exceed fifteen (15) percent of the cost of item 1 above. For costs incurred for work performed by sub-contractors, the contractor's fee shall not exceed five (5) percent and the sub-contractors fee shall not exceed ten (10) percent.
2. A fixed fee not to exceed ten (10) percent will be added to the cost of items 2 and 3 above.

Table 1 - Contractor job truck mandatory tools			
	Tool	Minimum size	Quantity
1	Air compressor	20 CFM @ 90PSI	1
2	3/4 " drive ratchet and socket set		1
3	1 inch drive air impact wrench		1
4	1 inch drive sockets	1 1/2" to 3"	1 each
5	Slug wrenches	1 1/2" to 3"	1 each
6	End wrenches	7/16" to 1 1/2"	2 each
7	Porta band saw w spare blades	4" opening	1
8	Sawzall w spare blades		1
9	Nylon slings 5,000 and 10,000 pound rated (vertical)	2" 2 ply/4" 2 ply	2 each
10	Grade 80 Chain 10,000 pound rated	1/2" X 10 ft	2
11	Clevis or Shackles 5 ton rated	5/8" alloy	4
12	Porta power 10 ton		1
13	Shovels round and square point		3 each
14	Cutting torch set *see note*		1
15	Gas or diesel stick welder and accessories *see note*		1
16	Small diaphragm pump and accessories	2" suction	1
17	Tap and die set	1/2" to 2" NPT	1
18	Drill and bits for steel or ductile	1/2" to 2" NPT size	1 set
19	Pry bar	5 foot	1
20	Come along	2 ton	2
21	Skil Saw and blades for cribbing/forms	7 1/2 inch	2
22	Generator 120/240 volt	3500 watt	1
23	Framing hammer and nails for forms		2
24	Screw gun and screws for forms and cribbing		1
25	Gas powered cutoff saw (K-12)	12 inch	1
26	Chain saw for cribbing and forms	14 inch bar	1
27	Sledge hammers	4# and 6#	1 each
28	Crew PPE to include Hard hat and gloves at minimum	as needed	per person

Note The cutting torch and stick welder and accessories may be on a separate truck if necessary.

PART VI SAMPLE CONTRACT FORM

Proposers please note that this contract is a sample and is intended to provide you an opportunity to review the contents and specifically the terms and conditions, and associated bonds and insurance requirements. There may be references to specific Attachments and/or Exhibits that are intended to be or may be incorporated into the final Contract depending on negotiated final scope of work for the goods and services that are NOT present in the sample.

CONTRACT

This CONTRACT is made this ____ day of _____, 20____, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and _____ ("CONTRACTOR"), a corporation in the State of _____ and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide On-Call Civil & Large Pipeline Contractors goods and/or services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1.0 RETENTION: TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.
- 2.0 TERM: This CONTRACT shall commence on the date of execution, and terminate on September 30, 2021. TAMPA BAY WATER, at its discretion, shall have the option to renew this CONTRACT for an additional one (1) year period. This option shall be exercised in writing and will be exercised only if agreeable to both parties and all prices remain the same. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0 No Assignment shall be given after termination of this CONTRACT.

- 3.0 GOODS AND/OR SERVICES: The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, as required.
- 4.0 COMPENSATION: TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation.
- 5.0 TERMINATION OF CONTRACT:
- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.
- 6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.
- 7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of

injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its contractors, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.

- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.

- 9.1.1. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.

9.2. Excess or Umbrella Liability

- 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

9.3. Automobile Liability

9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.

9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

10.0 WORKERS COMPENSATION COVERAGE

10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.

10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

11.0 CERTIFICATES OF INSURANCE

11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.

11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.

11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate

less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.

- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102

Attention: Chris Finch, Construction Operations Project Administrator

If to the CONTRACTOR:

Attention: _____

15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

- 15.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 15.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity.

- 15.3. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

15.3.1 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract if the awarded CONTRACTOR:

- a. Submits a false Scrutinized Vendor List certification;
- b. Has been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a Boycott of Israel;
- c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List.

- 16.0 PUBLIC RECORDS AND AUDIT RIGHTS. CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subcontractors.

- 16.1 **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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall 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 Agency.
- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the 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 Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

[THIS SECTION LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

(Firm Name)

By: _____

Date: _____

Name

(CORPORATE SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority

Secretary

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

General Counsel

TAMPA BAY WATER CERTIFICATE OF INSURANCE or APPROVED ACORD FORM



2575 Enterprise Road
Clearwater, Florida 33763-1102
Phone: 727.796.2355
Fax: 727.791.2388
Suncom: 513.7010
www.tampabaywater.org

Issue Date:

Contract Number:

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer:

Insured:

Companies Affording Coverage:

Best Rating/Class:

A. _____

B. _____

C. _____

D. _____

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	General Liability ☐ Commercial Form ☐ Occurrence ☐ Claims Made ☐ Comprehensive Form ☐ Premises Operations ☐ Explosion, Collapse, Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractor ☐ Personal Injury				BI & PD Combined	\$	\$
					Bodily Injury	\$	\$
					Property Damage	\$	\$
					Products Comp/OP	\$	\$
					Personal & Adv. Injury	\$	\$
					* Separate Project Agg. For TAMPA BAY WATER		\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit		\$
					Bodily Injury (Per Person)		\$
					Property Damage		\$
	Umbrella/Excess Liability ☐ Umbrella Form ☐ Excess Form ☐ Following Form Coverage				Each Occurrence		\$
					Aggregate		\$
	Workers' Compensation and Employers' Liability				☐ Statutory Coverage Limit		\$
					EL Each Accident		\$
					EL Disease Policy Limit		\$
					EL Disease Each Employee		\$
	Professional Liability ☐ Claims Made ☐ Occurrence Retro Date:					\$	\$
	Builder's Risk ☐ All Risk Permission to Occupy ☐ All Owner's Contractors, Subcontractors' Interests Covered ☐ Installation Floater					\$	\$
	Other						

Description of Operations/Locations/Vehicle/Special Items:

* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED

TAMPA BAY WATER, its Contractors, Subsidiaries or Affiliates and each of TAMPA BAY WATER's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: _____

(Signature required)

Address: _____

Telephone: _____ Fax: _____

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its contractors, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.
3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (at TAMPA BAY WATER's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ACORD TM CERTIFICATE OF LIABILITY INSURANCE Clear Save		DATE (MM/DD/YYYY)
PRODUCER Your Insurance Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Company Name Street City, State, Zip Code		INSURERS AFFORDING COVERAGE INSURER A: Company Name INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Policy Number	effective	expires	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
X		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	effective	expires	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO	Policy Number	effective	expires	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Job Name/Number
 Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.

CERTIFICATE HOLDER

Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.

(c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.

(e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(c) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall

terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. Assignment of Contract

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. Certificate and Release

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

8. Organizational Conflicts of Interest

(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:

(i) Award of the CONTRACT may result in an unfair competitive advantage;
or

(ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.

(b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.

(c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

10. Rights In Data (Ownership and Proprietary Interest).

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

12. Contractor's Status

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

13. Other Contractors

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

14. Liens

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. Equal Opportunity

(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

16. Taxes and Charges

The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

17. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. Cost Substantiation

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and contractor hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

Rowland, Incorporated

City of St. Pete Beach

Pass-A-Grille Way - Install Storm Drain & Repair Alley

COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	160.00	Hour	68.00	10,880.00
1a	Foreman - overtime	20.00	Hour	102.00	2,040.00
2	Operator	320.00	Hour	51.00	16,320.00
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	40.00	Hour	30.00	1,200.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	320.00	Hour	46.00	14,720.00
4a	Pipe-Layer - overtime	20.00	Hour	69.00	1,380.00
5	Laborer	320.00	Hour	42.00	13,440.00
5a	Laborer - overtime	0.00	Hour	63.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	140.00	Hour	30.00	4,200.00
7	Job Truck w/Tools	156.00	Hour	35.00	5,460.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	8.00	Hour	20.00	160.00
11	Track Hoe (to 100 HP)	160.00	Hour	90.00	14,400.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	160.00	Hour	65.00	10,400.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	16.00	Hour	60.00	960.00
19	Plate Tamp	40.00	Hour	5.00	200.00
20	3" Trash Pump	40.00	Hour	5.00	200.00
21	4" Double Diaphragm Pump	240.00	Hour	10.00	2,400.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	10.00	Day	80.00	800.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	0.00	Cu.	3.00	0.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	20.00	Ton	23.00	460.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	0.00	Sq. Yd.	5.50	0.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	ls	62,700.00	62,700.00
				Total =	\$162,320.00

Rowland, Incorporated

Invoice #	Company	Description	Total	Date Utilized	
			Quantity		
Miscellaneous					
Total Miscellaneous Materials			62,700.00		
10% Markup			5,700.00		
Miscellaneous Materials			57,000.00		
	American Paving	(+/-) 180sy 1.5" Thick	7,000.00	7,000.00	0.00
	Suncoast Paving	Concrete Curb & D/W	30,000.00	30,000.00	0.00
	Oldcastle	Concrete Inlets	5,000.00	5,000.00	0.00
	Ferguson	Concrete Pipe	10,000.00	10,000.00	0.00
		Concrete Base Rock	5,000.00	5,000.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00

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

Issue Considered: Request approval to utilize the services agreement, contingent upon prior approval, with Rowland Inc., for On-Call Civil & Large Pipeline Contractor Services for the repair of the 30-Inch Stormwater outfall at the western end of 76th Avenue, in the amount of \$30,175.00.

Date: July 9, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: A large void has surfaced at the Stormwater outfall at the western end of 76th Avenue, forcing the closure of the City park at this location. Rowland's effort will include uncovering the pipe and making any necessary repairs to prevent future erosion at this location. The void will be restored following construction, and the area restored to prior condition. The park will remain closed for the duration of the work, and opened upon completion and final inspection.

Funding: CIP – Conveyance System and Pond Storage Maintenance
103-6108-537-5656

Requested Motion: "I move to approve the utilization of the services agreement, contingent upon prior approval, with Rowland Inc., for On-Call Civil & Large Pipeline Contractor Services for the repair of the 30-Inch Stormwater outfall at the western end of 76th Avenue, in the amount of \$30,175.00."

Attachment: Cost Estimate from Rowland, Inc.

**Reviewed by the
City Manager:** 

Rowland, Incorporated
76th Ave. - 30" Storm Drain Repair
COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	40.00	Hour	68.00	2,720.00
1a	Foreman - overtime	5.00	Hour	102.00	510.00
2	Operator	80.00	Hour	51.00	4,080.00
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	16.00	Hour	30.00	480.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	80.00	Hour	46.00	3,680.00
4a	Pipe-Layer - overtime	0.00	Hour	69.00	0.00
5	Laborer	80.00	Hour	42.00	3,360.00
5a	Laborer - overtime	5.00	Hour	63.00	315.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	85.00	Hour	30.00	2,550.00
7	Job Truck w/Tools	101.00	Hour	35.00	3,535.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	20.00	0.00
11	Track Hoe (to 100 HP)	40.00	Hour	90.00	3,600.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	40.00	Hour	65.00	2,600.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	0.00	Hour	60.00	0.00
19	Plate Tamp	8.00	Hour	5.00	40.00
20	3" Trash Pump	8.00	Hour	5.00	40.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	8.00	Hour	10.00	80.00
23	Well Point Pump	3.00	Day	80.00	240.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	10.00	Cu.	3.00	30.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	5.00	Ton	23.00	115.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	0.00	Sq. Yd.	5.50	0.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	ls	2,200.00	2,200.00
				Total =	\$30,175.00