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COMMISSION MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 13, 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.

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: June 25, 2019; July 9, 2019; July 23, 2019.**
   b. **Request approval to enter into a field use agreement with Southwest Little League.**
   c. **Request approval for the street closures from the 200 to the 400 block of Corey Ave on Sundays from Oct 6,**

2019 – June 7, 2020 for the Corey Area Business Association Sunday Market.

d. **Request to approve the special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 19, 2019 from 9 am-10 pm.**
e. **Request to approve the special event application and wet zone for Don Cesar Hotel's Corporate Reception event for October 25, 2019.**
f. **Authorize the City Manager to enter into task order based landscaping contract with Morelli Landscaping Inc., for use supporting multiple CIP and Operational projects.**
g. **Approval of Re-Appointments to the Firefighters' Pension Board of Trustees.**
h. **Approval of Re-Appointment to the Firefighters' Pension Board of Trustees.**

5. Action Items

a. **Request authorization to approve City co-sponsorship for events in FY2020 budget.**
b. **Request approval of the services agreement with Asphalt Paving Systems, Inc. in the amount of $708,684.50 for FY19 Street Rehabilitation.**
c. **Request approval of Change Order #17 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 $68,278.13.**
d. **Approval of Appointments to the Police Officers' Pension Board of Trustees.**

6. Ordinances – No items submitted at this time.

7. Resolutions

a. **Resolution 2019-06: To adopt a policy and fee schedule with respect to records management system and public records request.**

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.

CITY COMMISSION MEETING

MINUTES

JUNE 25, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

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
Mike Clarke, Public Works Supervisor
Dan O'Connor, Administrative Services Supervisor

1. Presentations

a. Mike Twitty, Pinellas County Property Appraiser

Mr. Twitty reviewed value trends in St. Pete Beach, taxable value of new construction in Pinellas County, estimated taxable value increase on the barrier islands, homestead vs non-homestead properties, rising flood insurance premiums, the National Flood Insurance Program, and FEMA map comparisons.

2. Changes to the Agenda

Mr. Tenaglia requested to remove Item 6(a) from the agenda.

3. Audience Comments

DRAFT

The following individuals spoke in regard to parking on 46th Avenue:

- Richard Brogan, Boca Ciega Isle Drive
- Deborah Schechner, Boca Ciega Isle Drive
- Trish Brogan, Boca Ciega Isle Drive
- Fran Travison, Sun Boulevard
- Tony (last name inaudible), 46th Avenue

4. Consent

a. Request Approval of Change Order No. 16 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 $156,445.00.

Vice Mayor Finnerty moved to approve the Consent Item 4(a) as presented. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

5. Action Items

No action items were submitted.

6. Ordinances

a. ~~Ordinance 2019-09: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending Chapter 82, Traffic and Vehicles of the City of St. Pete Beach Code of Ordinances, by amending Section 82-137 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.~~

Item 6(a) was pulled from the agenda.

b. Ordinance 2019-11: First Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.

Mr. Tenaglia reported that the proposed ordinance incorporates changes in accordance with the Internal Revenue Code.

Hearing no comments, Mayor Johnson called for a motion and the vote.

Commissioner Izzo moved to approve Item 6(b), Ordinance 2019-11, on first reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 66, Pensions and Retirement, Article IV Firefighters' Retirement

DRAFT

System, Division 1, Generally, and Division 3, Benefits, of the Code of Ordinances; Amending Section 66-326, Benefit Amounts and Eligibility; amending Section 66-328, Disability; amending Section 66-335, Deferred Retirement Option Plan; amending Section 66-338, Miscellaneous Provisions; adding Section 66-339.2, Re-employment after Retirement; providing for severability; providing for codification; providing for the repeal of all ordinances in conflict herewith to the extent of such conflict; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

7. Resolutions

a. Resolution 2019-04: A Resolution of the City Commission of the City of St. Pete Beach, Florida, relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), adopting the St. Pete Beach Sanitary Sewer Projects Planning Document completed in June 2019 by Kimley-Horn and Associates; Identifying the Sanitary Sewer Projects as needed Capital Improvements to improve Sanitary Sewer Capacity for the citizens of St. Pete Beach and to allow for further growth; and providing for an effective date.

Mr. Tenaglia reviewed the planning document that was prepared with information garnered from the Model Capacity Report developed by Kimley-Horn and Associates in 2016. The document outlines the selection of the force main extensions recommended to increase the City's wastewater collection system capacity and alleviate surcharging within the system. Total cost estimate for the sanitary sewer expansion project is estimated at approximately $12 million of which $3.8 million is included in the current budget. Mr. Tenaglia acknowledged that the sanitary sewer service fees will increase in order to raise revenue and finance the loan.

Three alternative funding solutions are:

- Long-term bonds
- Private placement with a bank
- State Revolving Fund Program

Mr. Tenaglia explained that the approval of the proposed resolution adopting the planning document will allow staff to proceed with the State Revolving Fund loan program yet does not commit the City to any financial requirements.

Mayor Johnson called for audience comments.

Deborah Schechner, Boca Ciega Isle Drive, commented on funding from Pinellas County in the form of sales tax based on the number of residents.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2019-04, a resolution of the City Commission of the City of St. Pete Beach, Florida,

relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), adopting the St. Pete Beach Sanitary Sewer Projects Planning Document completed in June, 2019, by Kimley-Horn and Associates; identifying the sanitary sewer projects as needed capital improvements to improve sanitary sewer capacity for the citizens of St. Pete Beach and to allow for future growth; and providing for an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

8. Items for Discussion

There were no items for discussion.

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

City Clerk Haynes reported on the following items:

- Re-schedule Commission budget workshop to July 22nd at 8:30 a.m.
- Big C monthly meeting hosted by the City on Wednesday, June 26th at 9:00 a.m.

Acting City Manager Tenaglia did not submit a report.

City Attorney Dickman did not submit a report.

Vice Mayor Finnerty reported on the following items:

- Business cards
- Florida League of Cities
- Corey Avenue Business Association meeting
- Charter Review
- Winn Dixie property for parking on the 4th of July

Commissioner Pletcher reported on the following items:

- 1st Avenue Jetty
- Fundraiser at Chill Restaurant on June 30th at 5:00 p.m.
- PSTA bus drivers speeding

Commissioner Friszolowski reported on the following items:

- Pinellas County Sheriff's Office marine patrol

Commissioner Izzo reported on the following items:

- Wording on signs in regard to cigarette butts

Mayor Johnson reported on the following items:

- Big C monthly meeting hosted by the City on Wednesday, June 26th at 9:00 a.m.
- Sewer system funding

DRAFT

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:55 p.m.

Attest:

_____ _____

Rebecca C. Haynes, City Clerk Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION MEETING

MINUTES

JULY 9, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

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

ALSO PRESENT:

Alex Rey, City Manager
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director

1. Presentations

a. Proclamation - July as Parks and Recreation Month

Mayor Johnson presented a proclamation to Jennifer McMahon, Recreation Director, proclaiming the month of July as “Parks and Recreation Month.”

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

DRAFT

Dr. Ed Carlson, St. Petersburg, commented on Commission's actions during the PSTA discussions.

Fran Travison, Sun Boulevard, commented on a PSTA bus service agreement and trolleys in Pass-A-Grille.

Barb Haseldon, St. Petersburg, submitted a document entitled, "FDOT – Public Involvement Handbook" to the Commission and discussed PSTA.

Pete Franco, South Pasadena, commented on PSTA.

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 Continued 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.

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

5. Action Items

There were no action items submitted.

6. Ordinances

There were no ordinances submitted.

7. Resolutions

There were no resolutions submitted.

8. Items for Discussion

There were no items for discussion submitted.

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

City Clerk Haynes reported on the following items:

- Upcoming budget workshops

City Manager Rey reported on the following items:

- Traffic analysis on 46th Avenue
- Pinellas County Sheriff's Office monthly report indicates lower crime rates for the first half of 2019

Vice Mayor Finnerty reported on the following items:

- 4th of July celebration
- Blind Pass Road Construction meetings held at the library every second Wednesday of the month at 3:30 p.m.
- Suncoast League of Cities meeting on July 12th in the City of Largo
- Florida League of Cities conference July 18-19, 2019

Commissioner Pletcher reported on the following items:

- PSTA buses
- Hurley Park vision meeting on July 19th at Warren Webster Community Center
- 4th of July celebration

Commissioner Friszolowski reported on the following items:

- 4th of July celebration
- Status of the library renovation

Commissioner Izzo reported on the following items:

- 4th of July celebration
- Signs on the beach to reference trash
- 59th Avenue

Mayor Johnson reported on the following items:

- Skimmers on the beach
- 4th of July celebration
- Pedestrian crosswalk located near the Don Vista Cultural Arts Center
- Lift Stations and stormwater/wastewater

DRAFT

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:50 p.m.

Attest:

_____ _____

Rebecca C. Haynes, City Clerk Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

CITY COMMISSION MEETING

MINUTES

JULY 23, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

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

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief

1. Presentations

There were no presentations.

2. Changes to the Agenda

Commissioner Pletcher requested to add an item to Discussion Items in regard to the Police Pension Board.

3. Audience Comments

Mark Grill, 3 Palms Point, commented on a comprehensive communication method for City events.

DRAFT

4. Consent

a. Approve minutes from the following City Commission meeting: June 11, 2019

b. Request approval of Amendment #1 to the Interlocal Agreement with Pinellas County for Blind Pass Road Reconstruction from Gulf Boulevard to 75th Avenue

c. Request approval of the cost proposal with Hennessy Construction Services Corporation for Construction Management Services for St. Pete Beach Library Restoration in the amount of $2,200.00 for preconstruction services and a fee of 6% to provide construction phase services.

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

5. Action Items

a. Request approval of the Interlocal agreement with Pinellas County and the Pinellas County Emergency Medical Services (EMS) Authority, for the purchase of a Rescue Boat (Marine 22) with funding provided by Pinellas County and the EMS Authority.

Fire Chief Kilpatrick reported that the availability of the grant, approximately $200,000, from Pinellas County is contingent upon approval of the proposed contract. The boat lift expense of $20,000 will be borne by the City.

Commissioner Friszolowski confirmed with Chief Kilpatrick that no extra staffing or overtime will be required. Chief Kilpatrick responded that he did not expect any additional staffing needs and no overtime under normal operations and responses.

Commissioner Friszolowski moved to approve Item 5(a), approving the Interlocal agreement with Pinellas County and the Pinellas County Emergency Medical Services (EMS) Authority, for the purchase of a Rescue Boat (Marine 22) with funding provided by Pinellas County and the EMS Authority. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2019-10: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida, amending the General Employees' Retirement System.

DRAFT

Assistant City Manager Tenaglia reported that the final reading of Ordinance 2019-10 will incorporate changes that synchronize with the IRS service programs and regulations.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Vice Mayor Finnerty moved to approve Item 6(a), Ordinance 2019-10, on final reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 66, Pensions and Retirement; Article II General Employees' Retirement System Division 1, Generally, and Division 3, Benefits, of the Code of Ordinances of the City of St. Pete Beach; amending Section 66-26, Definitions, by amending the definitions of "Actuarial Equivalent," "Credited Service" and "Spouse;" amending Section 66-27, Membership; adding Section 66-40, Missing Benefit Recipients; amending Section 66-66, Board of Trustees; amending Section 66-101, Benefit Amounts and Eligibility; amending Section 66-103, Disability; amending Section 66-108, Maximum Pension; adding Section 66-112, Re-Employment After Retirement; amending Section 66-113, Deferred Retirement Option Plan; amending Section 66-114, Prior Government Service; amending Section 66-116, Benefits Effective October 1, 2012; providing for severability; providing for codification; providing for the repeal of all ordinances in conflict herewith to the extent of such conflict; and providing for an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

b. Ordinance 2019-11: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida amending the Firefighters' Retirement System.

Assistant City Manager Tenaglia reported that the final reading of Ordinance 2019-11 will incorporate changes that synchronize with the IRS service programs and regulations.

Hearing no audience comments, Mayor Johnson called for a motion and the vote.

Mayor Johnson moved to approve Item 6(b), Ordinance 2019-11, Commissioner Izzo moved to approve Item 6(b), Ordinance 2019-11, on first reading, an ordinance of the City of St. Pete Beach, Florida, amending Chapter 66, Pensions and Retirement, Article IV Firefighters' Retirement System, Division 1, Generally, and Division 3, Benefits, of the Code of Ordinances; Amending Section 66-326, Benefit Amounts and Eligibility; amending Section 66-328, Disability; amending Section 66-335, Deferred Retirement Option Plan; amending Section 66-338, Miscellaneous Provisions; adding Section 66-339.2, Re-employment after Retirement; providing for severability; providing for codification; providing for the repeal of all ordinances in conflict herewith to the extent of such conflict;

and providing for an effective date. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

7. Resolutions

a. Resolution 2019-07: Establishing the fiscal year 2020 tentative millage rate and scheduling public hearings for budget adoption.

The resolution will set the proposed millage for the upcoming fiscal year at the current rate of 3.15 and will set September 3 and September 17, 2019, as the two public hearings for the budget.

Commissioner Izzo moved to approve Item 7(a), Resolution 2019-07, a resolution of the City Commission of the City of ST. Pete Beach, Florida declaring as required by Section 200.065, Florida Statutes, the City's proposed millage rate and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the proposed budget for Fiscal Year 2020; authorizing the city manager to change budget hearing dates, if needed; directing the city clerk to serve this resolution on the Pinellas County Property Appraiser; and providing for an effective date. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

8. Items for Discussion

a. Status of the Police Pension Board

A review of the membership on the Police Pension Board and the responsibilities was held.

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

City Clerk Haynes did not submit a report.

City Manager Rey reported on the following items:

- Solid Waste Management contract
- Communication Workers of America (CWA) union has reached a tentative contract
- Request for Proposal re: Micro-Transit will be released next week

City Attorney Dickman did not submit a report.

Vice Mayor Finnerty reported on the following items:

- Appreciation to the Recreation Director in regard to cleanup on Corey Avenue

DRAFT

- Appreciation to the City Manager in regard to IT training

Commissioner Pletcher reported on the following items:

- Setback requirements in the Land Development Code

Commissioner Friszolowski reported on the following items:

- Repair of potholes

Commissioner Izzo did not submit a report.

Mayor Johnson reported on the following items:

- Mayors' Council on Wednesday, July 24, 3019 at 12:00 p.m.
- County Commission meeting discussion on transit
- Photo contest guidelines to be drafted by the City's Public Information Officer

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:40 p.m.

Attest:

_____ _____

Rebecca C. Haynes, City Clerk Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval to enter into a field use agreement with Southwest Little League.
Date:	August 13, 2019
Prepared By:	Jennifer McMahon, Parks and Recreation Director
Through:	Alex Rey, City Manager
Summary of Issue:	Currently there is not a field use agreement with the Southwest Little League. We would like to formalize the partnership with set policies and procedures as well as charge a stipend per season for facility improvements and maintenance. This agreement would be a 5 year agreement for use of Egan and Hurley Fields. (Hurley once completed).
Funding:	N/A
Requested Motion:	**"**I move to approve and authorize the City Manager to enter into a field use agreement with Southwest Little League."
Attachments:	Field Use Agreement
Reviewed by City Manager:	AR

AGREEMENT
(Little League)

This is an Agreement ("Agreement"), by and between the City of St. Pete Beach, a Municipal Corporation with its principal place of business located at 155 Corey Avenue, St. Pete Beach, Florida, 33706 (hereinafter, "the City"), and the The League, a Florida Corporation, with its principal place of business located at 253 Corey Ave, St. Pete Beach, FL. 33706 (hereinafter, "the League"). Collectively the League and the City shall be referred to as the ("Parties").

WHEREAS**,** the League desires to use certain baseball field facilities located on City owned property, more specifically described herein; and

WHEREAS**,** the City agrees to allow the League to use said facilities; and

WHEREAS**,** it is desirable that the respective duties and responsibilities of the respective Parties be set forth in a written agreement; and,

WHEREAS, the Parties hereto agree that the services rendered by the League on City owned property are for the good and betterment of the community and in the best interest of the public.

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

2. Facilities. The City agrees to allow the League to use the following baseball field facilities: located at:

   a. Egan Park, 9101 Blind Pass Road, St. Pete Beach, FL 33706
   b. Hurley Park, 1500 Pass-a-Grille Way, St. Pete Beach FL, 33706

3. Term. This Agreement shall be in effect from *September 1, 2019.* The City may cancel this Agreement at will, without cause, and in its sole discretion upon fifteen (15) days written notice to the League. The City, in its sole discretion, may renew this Agreement upon the League's written request, which shall be provided to the City no less than ninety (90) days prior to renewal.

4. League Documentation. The League agrees to provide the following documentation to the City each year:

   a. Current by-laws for organization
   b. List of current officers and board members with addresses
   c. Copy of insurance with City of St. Pete Beach listed as additional insured
   d. Schedule for each season (fall and spring)
   e. Background Checks on all volunteers and coaches

The City will analyze the information gathered from the Criminal History Background Check. If an applicant is found to have been convicted of any of the following offenses, he or she shall not be allowed to work with children.

- *Sex Offenses and Misconduct*
- *Violent Felonies*
- *Felonies (other than sex or violence related) within the past 10 years*
- *Any child abuse or domestic violence convictions*
- *Misdemeanors within the past seven years*

5. Indemnification. The League agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. The League's liability hereunder shall include all attorney fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the League against the City and the League hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.

6. Sovereign Immunity. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Subject to the limitations set forth in this Section, the League shall assume control of the defense of any claim asserted by a third party against the City and, in connection of such defense, shall appoint lead counsel, in each case at the League's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving the League of any of its obligations hereunder. If the League assumes control of the defense of any third party claim in accordance with this paragraph, the League shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the League shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (I) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the League has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense

or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7. City Responsibilities. The City agrees to:

    a. Maintain the playing fields and lights in accordance with the standards deemed appropriate by the City in its sole discretion.

    b. Assume authority in determining if play should be allowed in certain situations, i.e., poor field conditions, severe weather, etc.

    c. Provide and maintain trash cans on a daily basis.

    d. Maintain exterior buildings, rest rooms, bleachers and facilities including all repairs.

8. League Responsibilities. The League agrees that during its season it will:

    a. Maintain the grounds outside of the playing area free of paper and debris accruing from the operation of any concession stand and league activities. Empty all trash containers associated with the concession stand.

    b. Turn off field lights by 10:00pm nightly. In the event that ball field lights are left on and staff is contacted to go and turn off lights, the League shall be billed for the overtime of that staff person with a two (2) hour minimum call back.

    c. Maintain and repair concession facilities, meeting and storage spaces in accordance with specifications established by the State Sanitation Code and the Pinellas County Health Department. Keep current all required licenses and permits.

    d. Submit field rental fees of $800 (fall ball) by October 1 and $1,200 (spring ball) by March 1 each year.

    f. The League will provide general maintenance to the batting cage area located at Egan Park on a regular basis. Failure to maintain batting cage may result in removal of cage.

    g. Line all fields (provide dust, paint, and trash liners), supply and maintain all bases, anchors and field equipment.

h. Abide by the decision of the Parks Supervisor or City Designated Staff as to playability of the field. In the event the City Staff is not available, the League President or the League President's designee, shall assume responsibility for making the decision. If damage to the field shall result from the use of the field following the League President's or the League President's designee decision, the League shall be financially responsible for the repair of the field.

i. Refain from adding any materials to the playing field without the consent of the City Designated Staff

j. Obtain the written prior approval of the City before physical improvements or additions are made to the facility. This includes signage on fencing.

k. Obtain prior approval, (a minimum of 14 days prior to event) from the City Designated Staff for the use of said facilities for any tournaments and clinics to be held by the League.

l. The League will assume all responsibility to monitor storm conditions and evacuate playing fields of participants and spectators when the threat of lightning approaches.

m. Maintain control of coaches, referees, participants and spectators.

n. Report damaged City facility, equipment and/or vandalism within 24 hours to City Designated Staff.

o. The league will make every effort to continue to promote this program to the St. Pete Beach community.

p. The league will provide an accurate schedule of St. Pete Beach field usage at least seven (7) days prior to scheduling tryouts, practices or games.

9. Maintenance and Use. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League . While the City expects ordinary wear and tear, the League agrees to keep the said premises and the building in a sanitary and clean condition. The League also agrees to enforce City park rules posted at each facility.

10. Insurance. The League at its expense shall keep in force during the term of this Agreement, insurance from an insurance company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance which must be submitted to, and approved by, the City prior to the effective date of this Agreement. The City of St. Pete Beach shall be named as an additional insured under the policy, and the City shall be provided with a 30 day notice in the event of cancellation, non-renewal or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of $**1,000,000** per occurrence combined single limit **and aggregate of $2,000,000.**

11. Cancellation. The League's failure to comply with the following requirements shall subject this Agreement to immediate cancellation by the City.

    a. This Agreement is specifically conditioned upon the League continuing to run its program in accordance with International Little League Standards in such a manner that the League's activities are open to all eligible youth who wish to participate, regardless of ability, sex or race. In the event that the League changes this policy, this Agreement shall be subject to being canceled immediately.

12. Assignment. This Agreement may not be assigned or transferred in any manner by the League without the written consent of the City.This Agreement shall be binding upon the parties hereto, their successors and assigns.

13. Legal Construction. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereinafter null and void and of no further force and effect whatsoever. This Agreement constitutes the entire agreement between the parties hereto; it may only be modified or amended in writing signed by all parties.

14. Venue. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Pinellas County, Florida.

15. Conflicts. If any provision hereof, excluding paragraph 3, is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, excluding paragraph 3, shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement. If paragraph 3 is deemed unenforceable, then this Agreement shall terminate immediately.

16. Notice. 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 League:	**As to City:**
The League	City Manager
Attn: _____	City of St. Pete Beach
253 Corey Ave	155 Corey Avenue
St. Pete Beach, FL 33706	St. Pete Beach, FL 33706

17. Public Records. The League shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "A". **IF THE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THE LEAGUE'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. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

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

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

The League

By: _____

Title: _____

City of St. Pete Beach:

By: _____
Alex Rey

Title: City Manager

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

_____
Andrew Dickman
City Attorney

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.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval for the street closures from the 200 through 400 block of Corey Ave on Sundays from October 6, 2019 – June 7, 2020 for the Corey Area Business Association Sunday Market.
Date:	August 13, 2019
Prepared By:	Jennifer McMahon, Parks and Recreation Director
Through:	Alex Rey, City Manager
Summary of Issue:	The Corey Area Business Association requests permission for street closure on Sundays for the Sunday Market that includes the 200 block (on occasion) to the 400 block of Corey Ave just west of the bank on Sundays from October 6, 2019 – June 7, 2020 from 6am – 4pm each Sunday. On occasion due to construction at the intersection at Blind Pass and Corey Ave, the 400 block may not be allowed due to pedestrian safety concerns. The fire marshal is requiring the market organizers provide 12 ft. clear lane on the blocked off street for fire truck access. All exposed electrical cords need to be covered as well as the exhaust hole (port hole) for any generator on premise. All food vendors must have fire extinguishers on site. All street closures need the permission of the Commission. City staff is requesting this annual event be approved by Commission for this year and upcoming years if no changes are requested other than the dates.
Requested Motion:	"I move to approve the street closure of Corey Ave from the 200 block to the 400 block on Sundays from October 6, 2019 – June 7, 2020 for the Corey Ave Business Association Sunday Market."
Funding:	N/A
Attachments:	Application Street Map Vendor List
Reviewed by City Manager:	AR

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title(If applicable): PRESIDENT

Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION

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

Mailing Address: PO BOX 67393

Cell Phone: (727) 580-8331 WORK (727) 360-2953 & Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: COREY SUNDAY FRESH MARKET Event/Organization Web Address: _____

Event Location(s): 300 / 400 / & OCCASIONALLY THE 200 BLOCKS OF COREY AVENUE

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
OCT 6 2019 – JUNE 7 2020	SUNDAY	10 AM	2 PM

Set Up Date(s): SAME DAY Time(s) 6 AM to 3:30

Cleanup Date(s): " " Time(s) _____ to _____

Description of Event: FARMERS MARKET, OUTDOOR COOKING, LIVE MUSIC, HANDCRAFTED ITEMS

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 1ST SUNDAY OCT 2020 thru 1ST SUNDAY JUNE 2021

Event Logistics

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

List all event activities: MARKET - SEE ATTACHED LIST OF VENDORS

Electricity Needed ☒ Yes ☐ No Source: INDIVIDUAL SHOPS UNTIL ACCESS TO POWER IS AVAILABLE FROM STREET

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

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

How Many?____ Size:_____ Installation Date:_____ Removal Date:_____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE MUSIC.

Parking Plan *(please be detailed and include on site map):* ON STREET PARKING NEARBY, CITY HALL, LOT BEHIND COREY

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☑ No Alcohol
Will there be food trucks? ☑ Yes ☐ No ON OCCASION - WE WILL USE PERMITTED TRUCKS.

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

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

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

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

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

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

Tents: *Please list number of tents and size of each and include location on the site plan.*
OVERSIZED TENT FOR PRODUCE / OTHERWISE 10 X 10 TENTS.

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

Vehicle on the Beach Permits

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

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

Street Closures

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

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

Road	Start Intersection	End Intersection	Date	Times
COREY AVE	BOCA CIEGA	-.MID WAY 400 BLK.		

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

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

✓ Barricades CABA'S

✓ Cones CABA'S

✓ Trash Bins WE ~~WILL~~ MAY REQUEST 2 TRASH BINS IN THE COMING SEASON IF POSSIBLE

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

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

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

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

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

Yvonne Marcus
Print Name

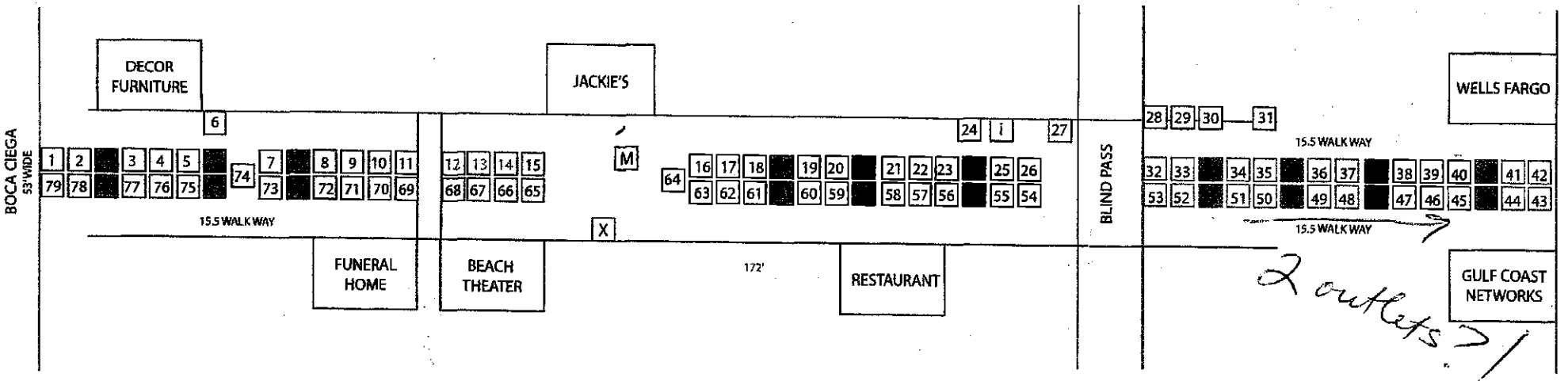
Signature

Corporation Name (if applicable)

Date

COREY AVENUE SUNDAY MARKET ON ST. PETE BEACH / 79 TENTS

ELECTRIC NEEDS
X LIVE MUSIC
79 PRODUCE
8 VENDOR
15 VENDOR
65 VENDOR
24 VENDOR
25 VENDOR
56 VENDOR



200 Block
CLOSED IF
NECESSARY

BOCA CIEGA

SINGLE
PORTABLE TOILET
LOCATED ON HARDWARE STORE
PROPERTY - TO ONE SIDE OF
UTILITY EASEMENT

FUNERAL HOME

THIRD WAVE
STORE

PRIVATE DRIVEWAY

GAS STATION
(CLOSED)

COREY AVENUE
300 Block
CLOSED

PUBLIC ALLEY

350

HANDICAP
UNIT

LOCATED AGAINST
WALL OF BLDG.
BTWN SHED + TRASH

BLIND PASS

Overton

APPROVED ZONING

DATE 1/19/17 ML

400 Block
PARTIAL CLOSURE
W/ACCESS THROUGH
WELLS FARGO
PARKING LOT

WELLS
FARGO

VENDORS

As requested following please find our vendor list, which contains vendor name and category.
These vendors have been with us regularly at the Corey Avenue Sunday Market on St Pete Beach and we do expect them to return.
We are in the midst of returning vendor registrations and will be launching new vendor registrations in the next couple of weeks.

Vendor/Category:
ana-hob Hand Crafts *80% is made by me or is locally produced
Aurora's Fresh Produce Agriculture: Produce, Plants, Farm Products
Black Crow Coffee Co.
Black Moth Candle Company Hand Crafts *80% is made by me or is locally produced
Bodhi Basics Hand Crafts *80% is made by me or is locally produced, Eco Friendly / Fair Trade / Wellness
BratsSensation Ready To Eat Lunch Bites
Canine Caricatures
Collar Me Yours with love Hand Crafts *80% is made by me or is locally produced
Conover Cutlery Service Eco Friendly
Dancing Buffalo Hand Crafts *80% is made by me or is locally produced
Deblie Designs Hand Crafts *80% is made by me or is locally produced
DSO Soapery and Such LLC Hand Crafts *80% is made by me or is locally produced
Eden's Nectar Agriculture: Produce, Plants, Farm Products
Enchanted Sunshine Eco Friendly / Fair Trade / Wellness
Florida Fresh Live Herbs Agriculture: Produce, Plants, Farm Products
Frivolous Fruit Products Take Home Foods, Packaged Foods
Glenn Family Bakery Take Home Foods, Packaged Foods
Gopali Imports Eco Friendly / Fair Trade / Wellness
GULFCOAST SEAFOOD Agriculture: Produce, Plants, Farm Products
Gulf Coast Sourdough Take Home Foods, Packaged Foods
Healthy Heritage Grassfed Beef
HeWhoMetals Hand Crafts *80% is made by me or is locally produced
Immune solution Eco Friendly / Wellness
International "B" zar / Fair Trade /
It's Our Nature
J and J's Creations, LLC Hand Crafts *80% is made by me or is locally produced
Jays Olive Salad -
Jewelry by Mouse Hand Crafts *80% is made by me or is locally produced
Joy of Garlic Take Home Foods, Packaged Foods
JoyPurse Hand Crafts *80% is made by me or is locally produced
Julia's Garden Mosaics Hand Crafts *80% is made by me or is locally produced
KALAMAZOO OLIVE CO - Take Home Foods, Packaged Foods
KateKreates Hand Crafts *80% is made by me or is locally produced
Knit Wit Hand Crafts *80% is made by me or is locally produced
La Florida Photo Artists Hand Crafts *80% is made by me or is locally produced
Local Boy Portraits by Dennis Hand Crafts *80% is made by me or is locally produced
Lotus Beads Hand Crafts *80% is made by me or is locally produced
Love 2 name it Hand Crafts *80% is made by me or is locally produced

Magic Circle Crepes Ready To Eat Lunch Bites
Main Street Boys Ready To Eat Lunch Bites
Mama Ninfa's Agua Frescas
Morningstar specialty foods Take Home Foods, Packaged Foods
Mr I Got Em Ready To Eat Lunch Bites
Noelle & Lola Hand Crafts *80% is made by me or is locally produced
Orchids and More Agriculture: Produce, Plants, Farm Products
Palmhillsurf46 Hand Crafts *80% is made by me or is locally produced
Paws Dog Bakery
Red Fishberger LLC Take Home Foods, Packaged Foods
Riddle in the Griddle Grilled Cheese Ready To Eat Lunch Bites
Ras Rody
Royal Brand Inc. Hand Crafts *80% is made by me or is locally produced
S'more Marshmallows Take Home Foods, Packaged Foods
Sassy Girls Salsa Take Home Foods, Packaged Foods
Soap-a-licious
Spiffcloth LLC Eco Friendly
St. Pete Ferments Take Home Foods, Packaged Foods
SUNSHINE BAKESHOP
Sunshine_beads Hand Crafts *80% is made by me or is locally produced
Sweet Divas Take Home Foods, Packaged Foods, Ready To Eat Lunch Bites
Talk to the Paw Hand Crafts *80% is made by me or is locally produced
The Cheese Lodge Take Home Foods, Packaged Foods
The Fouta Spa Eco Friendly / Fair Trade / Wellness
The White Green Cloth Eco Friendly
Touch Massage Eco Friendly / Fair Trade / Wellness
Tropical Sea Sponges Hand Crafts *80% is made by me or is locally produced, Eco Friendly / Fair Trade / Wellness
Unique Artisans Hand Crafts *80% is made by me or is locally produced
Wooden crafts by john Hand Crafts *80% is made by me or is locally produced
Skyway Vertical Farms LLC Agriculture: Produce, Plants, Farm Products
Sonnengarten Urban Farm Agriculture: Produce, Plants, Farm Products

SIGNS

Following please find a breakdown of the signage and placement used for the Corey Avenue Sunday Market on St. Pete Beach
October 2017-May 2018 Season.

Market Banner - Placed week of September 25th, remains all season and is removed end of market Sunday ~~May 27th, 2018~~ June 10, 2019
Located: on the 1st set of metal poles as you head W on 75th on the N side of the street.
Banner size is 2' high x 5' long.

Market signs will be placed each Sunday Morning at approx.7:30am and will be removed between 2:30-3:00 pm
Twelve (12) 27"x18" SIGNS AS PER PHOTO ATTACHED
The approximate locations of these signs are as follows:

75th & Boca Ciega - approx 6' East of NE Corner on 75th
75th & Boca Ciega - approx 3' North of NW Corner on Boca Ciega
75th & Boca Ciega - approx 5' West of SW corner on 75th
75th & Boca Ciega - approx 5' East of SE corner on 75th
75th & Blind Pass - approx 3' East of SE corner on 75th
East Side of Gulf Blvd between Corey Ave & 75th Ave
West Side of Gulf Blvd., just south of 75th
West Side of Gulf Blvd at Corey Ave
East Side of Gulf Blvd ., just N of 73rd - vicinity of Fire Stn.
East Side of Blind Pass Road between Corey Ave & 73rd Ave
East Side of Boca Ciega Dr Between Corey Ave & 73rd Ave
NE Corner of Corey & Boca Ciega

FLAGS - approx 10' high Fresh/Farmers Market Flags
Total Flags - Five (5)
Placed at approx 9:00 am and removed by 3:00 pm
Placed as follows:
On the Island at Corey Avenue & Gulf Blvd at entrance wall 'Historic Corey Ave.
On the S side of 75th Ave approx 6' West of Boca Ciega Ave.
On the East side of Blind Pass approx 6' South of Corey Ave.
Within the market usually one at the main produce stand and one at our organic produce stand.

6 - Port-o-let' signs - (Supplied by CABA -New ones to be ordered for this season- please get any artwork from Yvonne)
We place one in the grassy area by the theater parking that directs towards back of theater and another by the fence and continues the direction behind the theatre.
One is placed in front of the big cement pole at corner of Corey and Blind Pass that points customers to turn
north on Blind Pass from Corey and then another is placed
in grassy area behind law office pointing toward portolet. (2 spare signs)

4 Additional Parking Signs: Placed leading to library/shop between 73rd & the trail that runs between Blind Pass & Boca Ciega.

3 Sandwich Board Signs placed where barricades close off street

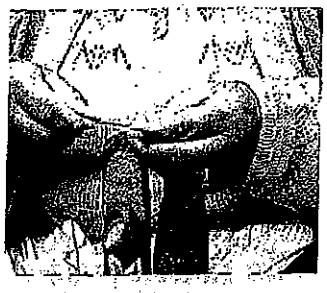
NO OVERNIGHT PARKING SIGNS: Approx 20, 8.5" x 11" on orange paper and laminated.

Placed on poles on Corey Ave., at approx 3pm on Saturday afternoon and removed on Sunday morning.

ADDITIONAL SIGNAGE TO BE IMPLEMENTED THIS SEASON: Design in process:
8.5' x 11' Signage: Approx 10 pieces.. TBD
WILL SAY: THROUGH TRAFFIC | USE CAUTION | CROSS WITH LIGHT
We will be placing these on the light poles at Corey/Blind Pass and Corey/Boca Ciega so visible to all pedestrians.

We begin closing off the street at approx. 6 am and it is open by approx. 4 pm.
The market barricades and cones are placed as follows:
Across Corey Avenue on the east side of the west driveway entrance to Wells Fargo
Across Corey Avenue on both sides at Blind Pass
Across Corey Avenue - west side at Boca Ciega

Local Produce



Hand Crafts

Plants & Herbs

Live Music

Corey Avenue

Sunday Market

St. Pete Beach

Every Sunday October-May
10am - 2pm

www.tampabaymarkets.com

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request to approve the special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 19, 2019 from 9am-10pm.
Date:	August 13, 2019
Prepared By:	Jennifer McMahon, Parks and Recreation Director
Through:	Alex Rey, City Manager
Summary of Issue:	Gulf Beaches Elementary Fall Festival and Carnival is an event held as a fundraiser for the school. A variety of activities are planned for the event on Gulf Beaches Elementary school site. This year a request is made to close 85th Ave between Blind Pass Road and Boca Ciega Dr. from 9am-10pm on October 19, 2019 and a banner to go over 75th Ave to promote the event from October 14 – 21, 2019. Both the street closure and FDOT banner permit needs commission approval. City staff is requesting that this annual event be approved by commission for this year and upcoming years if no changes are requested other than the dates.
Funding:	N/A
Requested Motion:	"I move to approve the Gulf Beaches Elementary Fall Festival event application, banner application and street closures for October 19, 2019 from 9am-10am."
Attachments:	Event application and street map
Reviewed by City Manager:	AR

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Sarah Wheaton Title(If applicable): _____

Name of Organization (if applicable): Gulf Beaches Elementary Magnet School - Annual Fish Broil

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

Mailing Address: 8600 Boca Ciega Dr, St Pete Beach, FL 33706

Cell Phone: 727-239-9913 Email: gbemsfishbroilteam@gmail.com

Event Information

Event Title: Fish Broil Event/Organization Web Address: _____

Event Location(s): Gulf Beaches Elementary School - 8600 Boca Ciega Dr, St Pete Beach, FL 33706

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10/19/2019	Saturday	4pm	7pm

Set Up Date(s): 10/19/2019 Time(s) 9am to 4pm

Cleanup Date(s): 10/19/2019 Time(s) 7pm to 10pm

Description of Event: Annual Fish Broil/ Festival to raise funds for our teachers, students and school.

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s): October 2020

Event Logistics

Estimated Attendance *(includes event crew, participants, and spectators)* 1000 This Year 1000 Last Year (if Applicable)

List all event activities: festival with carnival games, 4 Bounces houses, dunk tank, cookout, facepainting, dj, chorus silent auction, arts & crafts.

Electricity Needed ☐ Yes ☑ No Source: _____

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

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

How Many? ____ Size: ____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) DJ, Ronald McDonald/ Hamburgler, Chick Fil A Cow

Parking Plan *(please be detailed and include on site map):* We will use the parking on school grounds, at St Albans, and St John's additional parking lot on Blind Pass and 83rd Ave.

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

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

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

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

List all other vendors (art, crafts, clothes, etc) Kona Ice Truck, Coca-Cola Coke Trailer (both within school grounds)

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

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

N/A

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

N/A

Vehicle on the Beach Permits

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

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

Street Closures

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

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

Road	Start Intersection	End Intersection	Date	Times
~~86th~~ Ave 85th	Blind Pass	Boca Ciega Dr	10/19/20	9am-10pm

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

1 - 4x6 sign on 75th near the glass company

1 - banner across 75th

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

0 Barricades

0 Cones

0 Trash Bins

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

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

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

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

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

Sarah Wheaton
Print Name

S. Wheaton
Signature

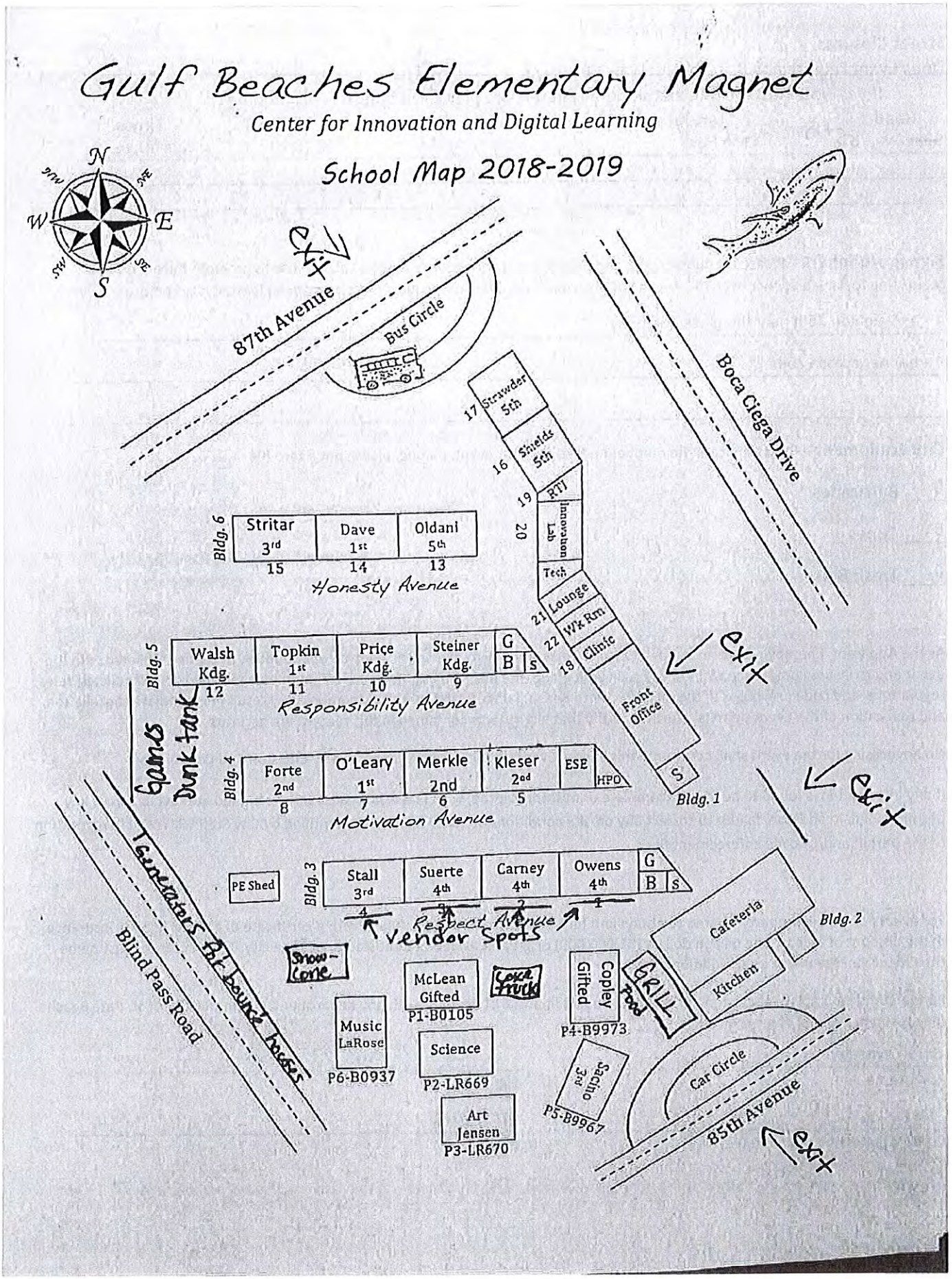
Corporation Name (if applicable)

07/10/2019
Date

Gulf Beaches Elementary Magnet

Center for Innovation and Digital Learning

School Map 2018-2019



Street Closure 85th from Blind Pass to Boca Ciega

RULE 14-43.001, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

575-070-18
RIGHT OF WAY– 08/08
Page 1 of 2

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: City of St. Pete Beach

Address: 155 Corey Ave

Telephone #: 727-363-9245 Fax #: - E-Mail: rddirector@stpetebeach.org

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above):

Telephone #: 727-363-9274 Fax #: - E-Mail: " "

Date of Request: 8-13-19

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave + Bdwy Causeway (SR 693 Section 15110)

From (south or west limits): 0.096 To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Highway name & number:

From (south or west limits): To (north or east limits):

Projected installation date:

Banners will be removed on or before (if applicable):

Signature of Applicant or Contact Person: Date:

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Alex Rey City Manager

Telephone #: 727-363-9231 Fax #: 363-9249 E-Mail: arey@stpetebeach.org

Signature of local official: Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits Engineer (or designee): Date:

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

APPLICATION FOR BANNER

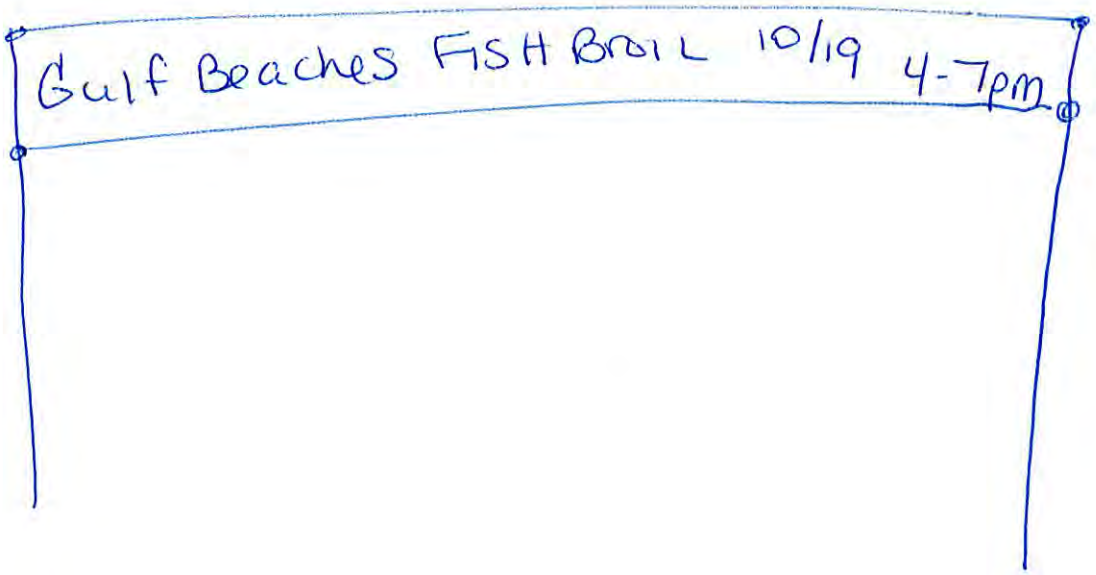
AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.



St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request to approve the special event application and wet zone for Don Cesar Hotel's Corporate Reception event on October 25, 2019 from 10am-4pm.
Date:	August 13, 2019
Prepared By:	Jennifer McMahon, Parks and Recreation Director
Through:	Alex Rey, City Manager
Summary of Issue:	The Don Cesar Hotel is requesting to have an event in the south parking lot between the hotel and the Don Vista. The event would be from 10am – 4pm on Friday, October 25, 2019. The lot would be blocked off for the event. The event would have music, food trucks, local artisans and beer/wine sales. The north part of the lot is owned by the hotel, the south part of the lot is owned by the city. Because the south part of the lot is public property, alcohol consumption needs the approval by commission.
Funding:	N/A
Requested Motion:	"I move to approve the special event application and wet zone for the Don Cesar Hotel's Corporate Reception on October 25, 2019 from 10am-4pm."
Attachments:	Application and Map
Reviewed by City Manager:	AR

Live It!

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Todd Gehrke The Dm Cesar Title(if applicable): Director

Name of Organization (if applicable): Dm Cesar

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

Mailing Address: 3400 Gulf Boulevard ST. Pete Beach FL. 3412

Cell Phone: 727-363-5080 Email: Tgehrke@Dmcesar.com

Event Information

Event Title: NAFFS Receptim Event/Organization Web Address: Dmcesar.com

Event Location(s): South parking lot with VSUN TAN

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10/25/19	Friday	10AM	4PM

Set Up Date(s): 10/25/19 Time(s) 10AM to 12PM

Cleanup Date(s): 10/25/19 Time(s) 2PM to 4PM

Description of Event: Private Association Lunch event - Street Fair

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

Event Logistics

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

List all event activities: Food Trucks, Art vendors, entertainment

Electricity Needed ☐ Yes ☒ No Source:

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

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

How Many?____ Size:____ Installation Date:____ Removal Date:____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Live Solo Performer

Parking Plan *(please be detailed and include on site map)*: Staying At Dm Custom

Food and Beverage:

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

Will there be food trucks? ☒ Yes ☐ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

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

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

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

NA

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

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

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

NA

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

NA

Vehicle on the Beach Permits

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

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

Street Closures

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

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

Road	Start Intersection	End Intersection	Date	Times

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

NA - private Event signage

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

____ Barricades

____ Cones NA

____ Trash Bins

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

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

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

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

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

Todd Gehrke

Print Name

Dm Cesar

Corporation Name (if applicable)

Signature

5/8/19

Date

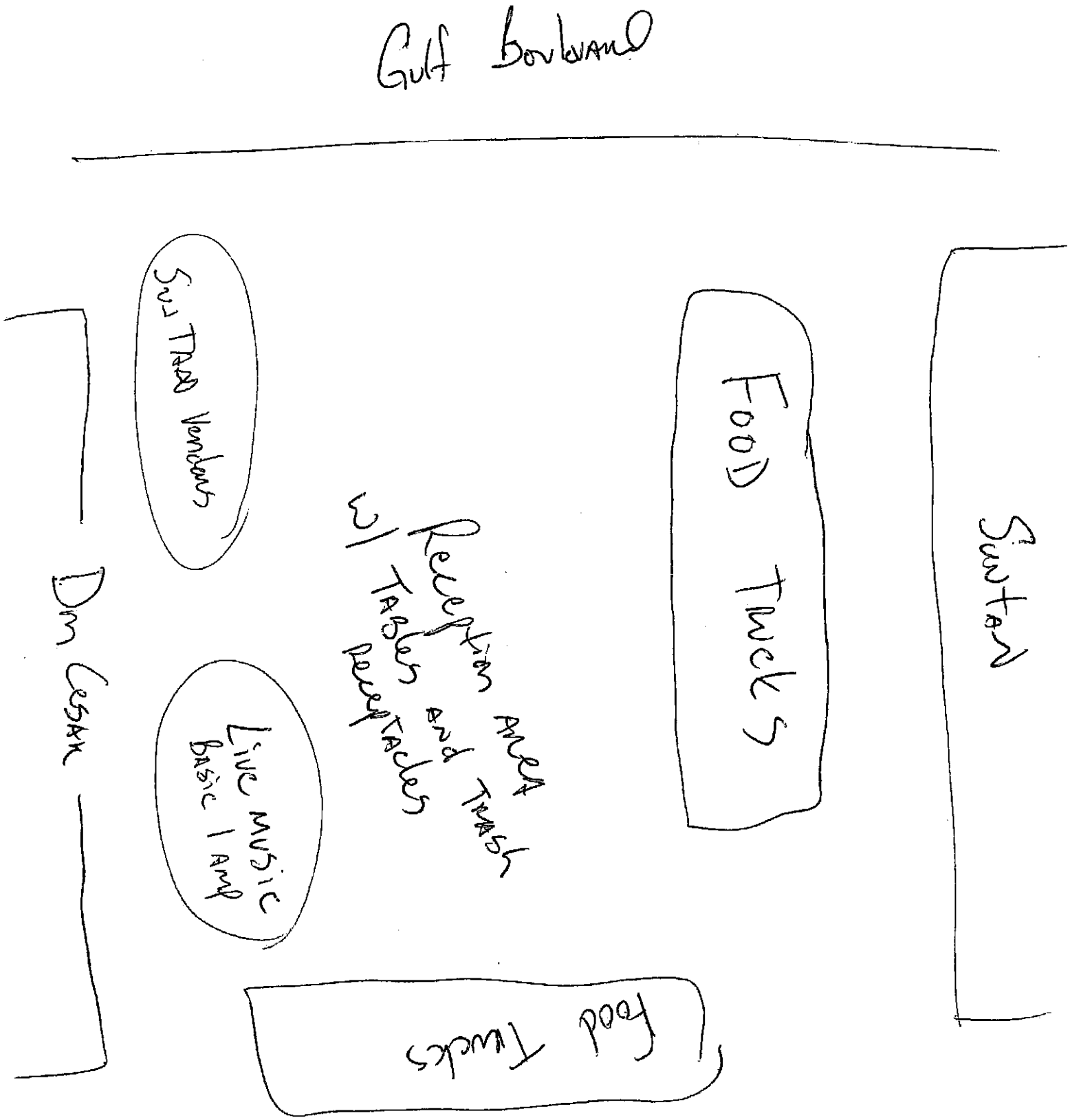
City of St. Pete Beach Recreation Department
Event Application

Please Include:

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

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

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


Gulf Boulevard
Sun Tan Vendors
Dm Cesar
Reception area w/ Tables and Trash Receptacles
Live Music Basic 1 Amp
Food Trucks
Food Trucks
Sunton

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a task order based landscaping contract with Morelli Landscaping Inc., for use supporting multiple CIP and Operational projects.

Date: August 13, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On April 1st, 2019 the City of St. Petersburg awarded a landscaping contract to Morelli Landscaping Inc. The City wishes to piggyback off of that contract for landscaping services supporting multiple CIP and Operational projects.

FY19 CIP project uses include the Sand Dune and Beach Property Improvements Program in an amount not to exceed $25,000 and in yet unspecified amounts, Landscaping for the Corey Ave Street Rehabilitation; Placemaking Improvements Program and the Facility Grounds and Public Property Beautification Program. Projects in the Operations Program include planting support of the Secret Sidewalk project, tree replacement for the Blind Pass Road median, landscaping at Egan Park and various landscaping improvements and replacements at Parks and properties as needs arise. In FY20 this contract would be used to plant the replacement Washingtonians on Pass-A-Grille Way from 19th Ave to 1st Ave following the hurricane season.

Individual task orders over $25,000 will be brought forward for approval by the Commission. Task orders under $25,000 will be approved by the City Manager.

Requested Motion: "I move to authorize the City Manager to enter into a task order based landscaping contract with Morelli Landscaping Inc., for use supporting multiple CIP and Operational projects. "

Attachment: Draft Services Agreement
St. Petersburg Contract
Piggyback Verification from St. Petersburg

Reviewed by the City Manager: AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Landscape Contractor Services – City Facilities and Rights of Way

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

WHEREAS, Contractor is currently under contract with the City of St. Petersburg for Landscape Contractor Services – City Facilities and Rights of Way (the "SP 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 SP 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 SP Contract attached hereto and incorporated herein as Exhibit B.

4. Contractor shall deliver the goods, or provide the services, described herein no later than March 31, 2022 ("completion date").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Contractor:
Joe Morelli
Morelli Landscaping Inc.
4855 162nd Ave North
Clearwater, FL 33760

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

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

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

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

22. This Agreement will remain in effect until the completion date. On the completion date, this Agreement will renew for no more than one (1) additional two (2) 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.

Morelli Landscaping 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)

CSP BPA FORM

City of St. Petersburg

BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
222856	**0**	**10-APR-2019**

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

SHIP TO:

Requesting Department
Saint Petersburg, FL 33701
United States

VENDOR: **VENDOR NO:** 4232

Morelli Landscape Inc
4855 162ND AVE N
Clearwater , FL 33760

BILL TO:

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

Description: Landscape Contractor Services for City Facilities and Rights of Way
Effective: 01-APR-2019
End Date: 31-MAR-2022
Buyer/Phone: Angelique Cook / 727-551-3285
Email: angelique.cook@stpete.org
Vendor/Phone: JOE MORELLI / (727) 535-6263
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: $3,000,000.00

Supplier Notes: This agreement covers 988-52, Landscape Contractor Service, City Facilities and Rights-of-Way effective April 1, 2019, through March 31, 2022, with one, two-year renewal option. Incorporated into this BPA are your firms pricing page, licenses and certifications.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Landscape Coontractor Services Per Pricing Page	DOLLAR	1.00

State Sales Tax Exemption Number 85-8012740154C-1

Federal Employer ID Number 59-6000424

Louis Moore

Procurement Director

Blanket Purchase Agreement Do Not Ship

Acceptance and Acknowledgement:

Please log in to the iSupplier Portal and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:
1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Blanket Purchase Agreement Do Not Ship

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART C

Base Agreement Provision

BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the solicitation documents.

Base Agreement - Services Contract

AGREEMENT - SERVICES CONTRACT

THIS AGREEMENT, ("Agreement") is made and entered into on the Effective Date set forth in the attached CSP BPA FORM or CSP CPA FORM, as applicable ("BPA/CPA Form") by and between the Vendor set forth in the BPA/CPA Form ("Contractor" or "Vendor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

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

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Upon receipt of a purchase order issued by the City to Contractor in accordance with this Agreement (individually, "Purchase Order" and collectively, "Purchase Orders"), Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.

2. **Agreement Components.**

A. The agreement components are the BPA/CPA Form, this Agreement, the appendices to this Agreement, Purchase Orders, if any, and the following documents, which are made a part hereof by reference ("Other Documents"):

(i) The City's Solicitation documents (e.g. Request for Proposals, Invitation for Bids, etc.) ("Document 1")

(ii) Best & Final Offer, if any ("Document 2")

(iii) Questions & Clarifications, if any ("Document 3")

(iv) Contractor's Response to City's Solicitation Documents (e.g. Proposal, Offer, etc.) ("Document 4")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) the BPA/CPA Form, (ii) this Agreement, exclusive of its appendices, (iii) the appendices to this Agreement, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. **Term.** The initial Term of this Agreement shall commence on the Effective Date, and terminate on the End Date set forth in the BPA/CPA Form ("Term"), unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "Term" shall include the initial Term and all renewal Terms.

4. **Ordering.** The City will issue Purchase Orders on an as-needed basis. Nothing contained herein shall be construed to obligate the City to issue any Purchase Orders under this Agreement. When ordering, the City will furnish Contractor with a Purchase Order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.

5. **Payment.**

A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement ("Services Pricing"); provided, however, that the City shall not be required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed the Agreed Amount set forth in the BPA/CPA Form ("Agreed Amount") for the initial Term. Contractor shall invoice the City for services in accordance with procedures established by the City. The Services Pricing and the Agreed Amount may be increased only in strict accordance with this Agreement.

B. The Services Pricing shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Services Pricing shall be made by mutual agreement between the Parties in writing, provided that Contractor notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Contractor shall maintain competitive prices for the Term, and such prices shall be comparable to those provided to other customers receiving similar services as the City.

6. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or

(ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;

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

(v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

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

7. **Insurance.**

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

(i) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

(ii) Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

(iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

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

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg

Procurement and Supply Management Department

P. O. Box 2842

St. Petersburg, FL 33731

Phone: 727-893-7027

Attention: Louis Moore

CONTRACTOR:

The address listed for the Vendor in the BPA/CPA Form

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

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

C. The City may terminate this Agreement as provided in Florida Statute section 287.135.

D. Termination of this Agreement shall act as a termination of the BPACPA Form, any Purchase Orders issued by the City, and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement**. This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

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

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any

subsequent action.

28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

B. There shall be no increase in the Services Pricing or the Agreed Amount on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Services Pricing or the Agreed Amount except pursuant to an amendment to this Agreement made in accordance with this Agreement.

33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

34. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize Contractor for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.

35. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.

Contractor hereby acknowledges and accepts the terms and conditions contained in this Agreement by clicking "I accept" or similar affirming language in the iSupplier Portal.

00299806S-04. IDIQ/on-demand services agreement no signature. Attachments: Appendix A: Scope of Services; Appendix B: Services Pricing

Scope of Work

1. Scope of Work

The Contractor shall furnish all coordination, scheduling, reporting, submittals, certifications, permits, licensing, supervision, layout, labor, materials, equipment, tools, and vehicles necessary for a complete landscape services project.

Landscape services projects may include FDOT Highway Beautification, LAP funded improvements, local road streetscapes, right–of-way landscape improvements, bridges, greenways, trails and transportation related projects within the City of St. Petersburg.The Contractor resulting from this solicitation will be utilized to obtain quotes for landscape services projects occurring throughout the city.

Work may include, but is not limited to, the following landscape contractor services performed according to City of St. Petersburg, FDOT, federal, state and local requirements: mobilization, bonds and insurance, temporary access gate installation, maintenance of traffic, salvage, storing and staging of materials, transplanting and establishment of mature trees and palms; clearing and grubbing, invasive exotic plant removal, erosion control, tree protection, professional arborist services, bed preparation, furnishing, layout and installing of landscape materials (e.g., trees, palms, shrubs, groundcover, soil, mulch, performance turf, hardscape etc.), water for plant establishment, landscape establishment period services, replacement and warranty as described within the Technical Specifications.

Landscape establishment period services may include but are not limited to truck watering, weeding, restricted use herbicide / pesticide and fertilizer applications, antibacterial/chemical treatments, professional arborist services, pruning, litter removal, warranty replacements and other miscellaneous services as may be required to meet project specifications and provide a 100% success rate at the end of the landscape establishment warranty periods for each project.

2. Agreement

This Agreement will be effective from April 1, 2019 through March 31, 2022. The City reserves the right to extend this Agreement under the same prices, terms, and conditions for one two-year period from date of expiration provided such extension is mutually agreeable to both the City and Contractor.

3. Mandatory Site Inspections

a. Contractor shall visually inspect each project site during a mandatory site inspection meeting conducted by the city's project manager.

FAILURE OF THE CONTRACTOR TO ATTEND THIS MANDATORY MEETING SHALL RESULT IN

THE CONTRACTOR NOT BEING ELIGIBLE FOR CONSIDERATION OF AWARD OF THAT PROJECT.

b. Contractor shall be required to sign an attendance sheet at each mandatory site inspection meeting.

c. Contractor is advised to make a thorough inspection of the extent of the work. After each Project has been awarded, no extra charges or compensation will be allowed unless by reason of unforeseeable conditions and without fault or negligence, including but not limited to Acts of God. Changes to the work and related compensation must be submitted to the City project manager in writing and approved before performance of additional Work. Statements and information discussed at all meetings/inspections are not binding. The City project manager shall provide a corresponding Release (PO) number for the approved change in compensation.

d. The City reserves the right to waive the mandatory site inspection meeting requirement at their discretion if the scope of work does not warrant one. The Contractor remains responsible for inspecting each project site before submitting a quote if the mandatory site inspection meeting is waived.

4. Time Requirements for Returning Quotations

Contractor shall return quotations no more than ten business days after issuance of the Request for Quotation from the City project manager unless otherwise specified. Failure to respond to a Request for Quotation five consecutive times during a single contract period shall be considered grounds for removal from the city's list of Contractors for Landscape Services. Quotes shall contain a detailed breakdown of tasks, labor and materials for each project. Lump-sum quotes will not be accepted.

5. Notice to Proceed

A Notice to Proceed (NTP) shall be issued to the Contractor by the City's project manager via email. Each NTP shall be accompanied by a Purchase Order (PO) number issued by the City's Purchasing Department. No Work shall begin until the NTP has been issued.

6. Inspection of Plant Material

All trees, palms and plant material required for services provided under this contract shall be available for inspection by the City project manager and FDOT (when required) prior to delivery to the site and installation. No material shall be installed prior to receipt of written approval by the City project manager. To facilitate this, all materials shall be gathered at the Contractor's secure commercial nursery facility in advance of commencement of installation activities so that all materials can be inspected during a single site visit.

7. Secure Commercial Nursery Facility

While Contractor is required to contract with or operate a secure commercial nursery facility within a 50 mile radius of the City's Municipal Services Center, it is not reasonable to expect that all of the landscape materials required for city projects would be grown by the Contractor. It is expected that the Contractor will maintain a reasonable inventory of trees, palms and plant material available for city selection and use and that materials not readily available will be brought in as needed in the normal course of business. The City reserves the right to select, inspect, approve and reject all landscape materials intended for use on City projects.

Stored materials for transplanting and reuse shall be "dug in" to a self supporting elevated position and maintained throughout the storage period. The Contractor shall be responsible for insuring that all materials receive adequate water throughout the storage period. All nutritional and health related needs shall be the responsibility of the Contractor. Compensation for this service shall be based on a monthly rate per item or as otherwise agreed.

8. Herbicide Application

The Contractor shall perform the application of triclopyr based herbicides to bed preparation areas, invasive exotic plant species and stumps left in place during site preparation activities to insure that new growth does not develop. The application of fluazifop or triclopyr based herbicides as appropriate shall also be performed to prevent the emergence of undesirable vegetation during the establishment periods for each project. Application must be made by personnel possessing current Florida Department of Agriculture and Consumer Services (FDACS) licensing for the application of Restricted Use Pesticides (RUP) in accordance with Florida Statutes. See Reporting Requirements in this Section for a description of required herbicide application logs (Appendix B).

Landscape plant materials shall be replaced at Contractor expense if herbicide application results in the decline of landscape plant material below Florida No. 1 condition.

9. Stump Removal Procedures

a. When required as part of site preparation activities abandoned, below grade stumps designated for removal shall be hand dug and manually removed to a depth of five feet and width of five feet. Stump and all associated debris shall be properly disposed of by the Contractor. Excavated holes shall be immediately backfilled to ensure public safety with clean organic fill and compacted to prevent settling. Stump removal holes shall be refilled by the Contractor and restored to a flush with grade condition if settling does occur.

b. Abandoned, below grade stumps are often not discovered until project work is in progress. In such cases, this type of work will be deemed an unforeseen condition and the Contractor shall receive additional compensation based on contract rates for hourly labor, equipment, and disposal. The City project manager shall be notified immediately of all such occurrences and Contractor shall not proceed with removal work until authorized by the City project manager.

10. Public Convenience and Safety

a. The Contractor shall take all necessary precautions to insure that no damage is done to existing utilities in accordance with Florida Statutes. The contractor shall request utility locates for all landscape services projects by contacting "Sunshine 811". The contractor shall be responsible for notifying all affected utility agency owners (UAO) including the City of St. Petersburg utility department contact persons and FDOT Pinellas Operations. Should damage or structural weakening occur to such items through negligence on the part of the contractor, immediate corrective measures shall be taken by, and at the expense of the Contractor, as directed by the City.

b. The Contractor shall conduct the Work so as to interfere as little as possible with private business or public travel. The Contractor shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and shall be liable for all damages occasioned in any way by actions or neglect by Contractor agents or employees.

c. The Contractor shall cooperate with any underground or overhead utility agency owners (UAO) in their removal and relocation operations in order that these operations may progress in a reasonable manner. The duplication of relocation work shall be reduced to a minimum and services rendered by utility providers will not be unnecessarily interrupted.

d. In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the utility owner or operator of the disruption and shall cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued services have been approved by the local fire authority.

e. In the event of interruption to an irrigation system as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately perform repairs to the irrigation system. Overspray on to public sidewalks and roadway travel lanes shall be immediately addressed by the Contractor to ensure public safety.

f. The Contractor, through the use of water or other City approved means, shall institute a continuous dust abatement program with reasonable precaution to prevent the emissions of fugitive particulate matter.

g. Access to private property and businesses is to be maintained at all times. It is the Contractor's responsibility to develop construction schedules, means and methods to assure compliance with this requirement.

h. Traffic control during construction operations shall conform to the current editions of the Manual on

Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT) Traffic Design Standards (102-600 Series); FDOT Standard Plans for Road Construction; and all applicable County and City traffic control requirements. All traffic control devices used during construction shall be provided by the Contractor.

i. Failure or refusal, on the part of the Contractor, to install, maintain and/or position traffic control devices promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own forces or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred shall be charged against the contract bond. Any work performed as described by this paragraph shall not relieve the Contractor of responsibility.

11. Work Days and Hours of Work

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and city designated holidays (as noted below). Any deviations to this schedule must be approved in advance by the City's project manager. Should the project manager give approval to the contractor's performing work on Saturdays, Sundays, or city designated holidays, and such work, in the project manager's opinion, requires City inspection, the contractor shall pay the city the amount of four hundred dollars ($400.00) per eight (8) hour day or fraction thereof for each city inspector so assigned. Should night work be required, the lighting, safety, and other facilities which are necessary for performing such work at night must be provided by the Contractor at their own cost and expense.

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

Holidays Observed by the City:

a. New Year's Day

b. Dr. Martin Luther King Jr.'s Birthday

c. Presidents' Day

d. Memorial Day

e. Independence Day

f. Labor Day

g. Veterans Day

h. Thanksgiving Day

i. Friday After Thanksgiving

j. Christmas Day

12. Coordination of the Work

a. It shall be the responsibility of the Contractor to set the pace of the work and coordinate the work of any and all other contractors, subcontractors, and private utilities working at the site. The cost associated with those efforts shall be incorporated into the various quotes for the Contractor's work. This coordination shall include sufficient notification of each of the other Contractors when they must be at the site to initiate portions of their work. The Contractor shall prepare a written schedule for submittal to the City for approval prior to commencement of construction. The schedule shall provide project milestone dates with associated locations and work activities to be completed by each milestone date**.**

b. The Contractor shall afford other contractors, subcontractors, utilities and city forces reasonable opportunity for the introduction of storage of their materials and the execution of their work. Any contractor failing to do so shall be responsible for all damages or other costs associated with delays in work precipitated by such failure.

c. If any part of a Contractor's work is preceded by the work of the city, utility companies, or any other contractor, they shall, prior to the initiation of their work, inspect such other work and report to the City project manager any defects which render it unsuitable as related to this work. Failure by any contractor to make such inspection constitutes acceptance of the other work as fit and proper for the reception of their work, except as to hidden defects which may develop in the work by others at a later date.

13. Reporting Requirements

a. All communication, correspondence, documentation, reporting and invoicing required by this agreement shall be prepared by the Contractor and submitted to the City project manager electronically via email with clearly legible attachments in pdf format. Hard copies are not required.

b. The Contractor shall notify the city immediately of any changes in personnel throughout the contract period; new personnel shall be required to meet all applicable experience requirements as per Agreement with submittal of required licenses and certificates, as well background check requirements as stated herein.

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

c. Invoice Reporting

Invoices shall include:

(1) Purchase Order Number

(2) Project Name & Number

(3) City Project Manager and Department

(4) Total Dollar Amount of Project

(5) Amount Completed to Date

(6) Amount Previously Invoiced

(7) Amount of this Invoice

(8) Contractor Authorized Signature

(9) Description of Work performed during the billing period

(10) Description of Work for FDOT Right-of-Way Landscape Services shall include: an itemized cost summary of labor & material descriptions and quantities, expenses with receipts, Daily Work Logs (Appendix C) including location, forces and equipment, mark ups of plan sheets showing as built quantities, type of work and dates work was performed in each area, herbicide logs and other information required to fully satisfy all FDOT requirements for reimbursement of City expenditures.

d. Herbicide Reporting

FDOT, State regulators and the City of St. Petersburg require that all herbicide applications be reported and that these reports be filed and maintained. Provide Herbicide Application - Daily Log (Appendix B) for herbicide application on landscape projects to the City project manager. Daily herbicide application logs shall include the following information:

(1) Name of licensed applicator

(2) Date and time of application

(3) Application equipment used

(4) Type of chemical used, trade name, formulation, and manufacturer

(5) Amount of active ingredient and product used per acre

(6) Type of treatment

(7) Location and specific facilities treated

(8) Total area treated

(9) Weather, wind speed, and direction

(10) Remarks

(11) Nozzle type, operating pressure, gallon per minute rating and application angle.

e. Establishment Period Reporting

Submit Monthly Activity Logs with Herbicide Application - Daily Log for each month included during the establishment periods required for each project. Monthly Activity Logs shall include locations, forces and equipment, mark ups of plan sheets showing type of work and dates work was performed in each area as well as dates and descriptions of all warranty replacement work.

14. Acceptance for the Purpose of Payment

Delivery of supplies or services to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after delivery and a thorough inspection indicates that the supply or service meets contract specifications and conditions. Should the delivered supply or service differ in any respect from the specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Procurement Department shall be notified of the deviation in writing within five days of delivery. If the proposed corrective action is not acceptable to the City, the Procurement Department may authorize the requesting department to refuse final acceptance, in which case the supply(s) shall remain the property of the supplier, and the City shall not be liable for payment for any portion thereof.

15. Firm Prices

Contractor agrees that terms and conditions are firm for this Agreement period as stated in the solicitation. Prices or billing amounts shall not exceed the prices stated in this Agreement without the prior written consent of the City. The prices stated include packing, crating, and transportation F.O.B. destination. Contractor agrees that any price reduction applicable to the ordered services or supplies subsequent to the order date but prior to delivery will be applicable to this Agreement. Contractor shall mail or e-mail the invoice to the address specified within this Agreement release transmission.

16. Background Check

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

a. Be listed on the FBI's list of suspected terrorists.

b. Have an outstanding arrest warrant against them.

c. Been convicted of a 1st or 2nd Degree Felony

d. Been convicted for drugs or lewd and lascivious behavior.

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

17. Public Construction Bond

a. Contractor shall furnish a public construction bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bond shall be equal to one hundred percent (100%) of individual landscape projects exceeding $50,000 as security for the faithful performance and as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

b. The surety company shall have a best rating classification of "A" and a financial category of Class IX. In lieu of a public construction bond, the bidder may submit an irrevocable letter of credit, cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the City.

18. Warranty

Unless otherwise specified, the Contractor shall fully warrant all trees, palms, shrubs and groundcover furnished under this Contract for a period of one year from the date of final acceptance by the City of St. Petersburg. Should any material be deemed unacceptable throughout the warranty period it shall be replaced at no cost to the City within five days of written notice from the City's project manager.

19. Minimum Requirements for Right of Way Landscape Contractor Services

The Contractor shall maintain all minimum requirements throughout the term of the Agreement. The City reserves the right to request certifications and licenses periodically for work performed under this agreement. Requests will be made to the Contractor's Account manager and shall not relieve the Contractor of responsibility for compliance with all Federal, state and local regulations. At a minimum, the contractor shall meet or exceed the following requirements:

a. Specialize in landscape construction services and have been in the business of storing, furnishing, installing, establishing, warranty, and maintaining landscape plants and materials for commercial and/or governmental landscape projects and as described herein for a minimum of five (5) years.

b. Contractor shall have a minimum of five (5) years of experience in transplanting and establishing mature trees and palms.

c. Contractor shall be fully licensed and insured to provide landscape construction contracting services in the City of St. Petersburg, Florida.

d. Provide insurance coverage that meets or exceeds the minimum requirements as set forth in this Agreement. Insurances shall remain in effect during the term of Agreement.

e. Provide a project history of the company's experience as a landscape construction contractor for similar commercial and/or government agency projects for the past five (5) years including the following information:

(1) Project name/number and brief description of landscape work performed;

(2) Beginning and ending date of landscape project;

(3) Location of project (city, state);

(4) Monetary amount of landscape project;

(5) Owner of project/contact person/phone number with area code;

(6) If applicable, name of Prime Contractor (Client) that the work was performed for/phone number with area code;

(7) Staff assigned to similar projects listed that will be providing services for the duration of

this agreement.

f. Provide an International Society of Arboriculture (ISA) licensed Certified Arborist.

Arborist services may be provided directly by the Contractor or by one designated subcontractor company fully licensed and insured to provide professional arborist services in the City of St. Petersburg possessing the experience, licensing, training and equipment required to perform arborist services of the type described herein according to ANSI Z133 Safety Standards.

g. Operate or provide proof of lease agreement for the term of this agreement for a permanent and secure commercial nursery facility located within a 50 mile radius of the City's Municipal Services Center at One 4th Street North, St. Petersburg FL, 33701 that shall be utilized for separately holding, storing and staging of landscape materials reserved for City projects on a temporary basis. This facility shall be accessible to city staff during normal business hours (i.e., Monday through Friday from 8:00 AM to 5:00 PM) and shall be fully equipped with an automatic irrigation system.

h. The secure commercial nursery facility shall have been in operation for a minimum of three (3) years.

i. Provide the address of the required secure commercial nursery facility.

j. Provide all equipment and labor to complete landscape operations as specified including the loading and/or unloading of all materials and maintenance of traffic as required.

k. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.

l. Have the ability to comply with Federal Labor Standards Provisions and Davis Bacon Act requirements when required for federally funded projects.

m. Have the ability to provide and meet the technical requirements as specified herein.

n. Provide a valid Florida Department of Agriculture and Consumer Services (FDACS) Agricultural Dealer License in compliance with the Florida Agricultural License and Bond Law, Section 604.15-604.34, Florida Statutes (F.S.).

o. Provide a minimum of one (1) field supervisor (as outlined below) with a minimum of three (3) years experience in commercial and/or governmental landscape installation operations with the Contractor's company. These individuals shall supervise all operations completed by the landscape crew.

p. Provide a minimum of one (1) landscape construction field supervisor that holds the following certifications:

(1) A valid Florida Nursery, Growers & Landscape Association (FNGLA) Florida Certified Landscape Contractor (FCLC) Certificate

(2) A valid Green Industries Best Management Practices (GI-BMP) Certificate of Training

(3) A valid FDOT approved course Advanced Maintenance of Traffic Certificate.

(4) A valid Florida Department of Environmental Protection (FDEP) approved Storm water, Erosion and Sedimentation Control Inspector Training Certificate.

q. Provide a minimum of one (1) establishment period field supervisor that holds the following certifications:

(1) A valid Florida Certified Horticulture Professional (FCHP) Certificate.

(2) A valid Green Industries Best Management Practices (GI-BMP) Certificate of Training

(3) A valid FDOT approved course Advanced Maintenance of Traffic Certificate.

r. Provide landscape crews with experienced field supervisors and a minimum of two crew members who have a minimum of three years experience in commercial and/or governmental landscape installation operations; at least one year of which shall have been with the Contractor's company.

s. Provide a minimum of one on-site crew foreman for each crew at all times that is fluent in the English language including reading and writing.

t. Provide a minimum of one on-site crew foreman for each crew that holds the following certification:

(1) A valid Pinellas County-certified Best Management Practices (BMP) two-hour landscape maintenance training course certificate.

u. Any person or company providing fertilizer application services within Pinellas County must have a State of Florida Limited Commercial Fertilizer Applicator License.

v. Each person who applies fertilizer shall hold the following certifications:

(1) A valid Green Industries Best Management Practices (GI-BMP) Certificate of Training (license pre-requisite) required by Senate Bill 494.

(2) A valid Florida Department of Agriculture and Consumer Services (FDACS) Limited Certification for Urban Landscape Commercial Fertilizer (LCULCF) and a Limited Commercial Fertilizer Applicator License under Section 482.1562, F.S.

w. Provide vehicles which shall display BMP decal required for the service(s) being performed under this Agreement.

x. Contractor shall provide proper certification and licensing from FDACS for all persons applying pesticides or herbicides on City property or rights-of-way. The Florida Department of Transportation requires proper certification and licensing from FDACS for all contractors applying pesticides or herbicides on FDOT property or rights-of-way.

y. The Contractor shall hold a valid Florida Department of Agriculture and Consumer Services (FDACS) pest control license per Chapter 482, F.S., and Rule Chapter 5E-14, Florida Administrative Code (FAC). Provide the name of the certified operator in charge (Section 482.152) and designated purchasing agent for the licensee.

z. Provide a minimum of one (1) herbicide and pesticide applicator that holds the following:

(1) A valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator License in Category 3 – Ornamental and Turf for landscape maintenance under the provisions of Chapter 482 F.S.

aa. Provide a minimum of one (1) person responsible for establishment period watering activities that holds the following:

(1) A Florida Commercial Drivers License (CDL) Class B with N Endorsement as required by the State of Florida Department of Motor Vehicles (DMV) for operation of a tank vehicle designed to transport any liquid material with a designed capacity of 1,000 gallons or more.

(2) A valid FDOT approved course Intermediate or Advanced Maintenance of Traffic Certificate.

bb. Provide personnel who possess driver's licenses issued by the State of Florida DMV with the appropriate classification and endorsements required for the vehicles they are responsible for operating.

cc. Provide copies of driver licenses for designated drivers and equipment operators.

dd. Contractor shall provide a Public Construction Bond for 100% of individual landscape services projects exceeding $50,000. The City reserves the right to request or waive bond requirements for projects valued at less than $50,000. Sufficient bonding capacity with required bonding company rating must be available for each project assignment to be awarded to the Contractor.

ee. Landscape construction contractor shall hold valid FDOT pre-qualification in the Work Class of LANDSCAPING. Submit current Certificate of Qualification. Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.) require contractors to be pre-qualified with the FDOT in order to bid for the performance of road, bridge, or public transportation construction contracts greater than $250,000.00.

ff. As required by FDOT for LANDSCAPING Work Class pre-qualification, provide written endorsements from three (3) separate Florida Registered Landscape Architects on company letterhead. Copies of any endorsements by Florida Registered Landscape Architects with the required information will suffice.

Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(1) Project name and brief description of landscape work performance

(2) Location of project (city, state)

gg. Provide a minimum of $100,000 of Builders Risk Insurance in addition for right-of-way landscape projects. Coverage shall include but is not limited to damage by errant vehicles and storm damage such as lightning strikes, wind or flooding during construction and the project establishment period. Contractor Builder's Risk insurance shall remain in effect during the term of Agreement.

hh. Have a minimum of five (5) years of experience in successfully furnishing, installing and establishing landscape materials; including transplanting and establishing mature trees and palms in FDOT rights-of-way.

ii. Have successfully completed a minimum of three (3) government agency landscape projects funded either partially or fully by FDOT which involved the furnishing, installing, establishing and warranty of landscape materials in FDOT rights-of-way with a value of $100,000 or greater.

jj. Have successfully completed a minimum of three (3) municipal landscape projects which involved the furnishing, installing and establishing of landscape materials in public rights-of-way.

kk. Provide a minimum of one (1) right–of-way herbicide and pesticide applicator that holds the following:

(1) A valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator License in Category 6 - Right-of-Way for the purchase and application of Restricted Use Pesticides (RUP) under the provisions of Chapter 487 F.S.

ll. Provide trucks and vehicles licensed by the State of Florida for use on public streets and FDOT rights-

of-way. Commercial vehicles in the State of Florida are subject to Federal Motor Carrier Regulations and must display a valid Florida DOT or USDOT number in compliance with Chapter 316.302 F.S.

mm. Provide a minimum of three (3) field personnel with a valid FDOT approved course Intermediate or Advanced Maintenance of Traffic (MOT) Certificate. MOT certified personnel shall have a minimum of three (3) years experience in FDOT right-of-way landscape construction; at least one year of which shall have been with the Contractor's company.

nn. Provide experienced equipment operators (e.g., skid steer loader, water tanker, etc.) who have a minimum of three (3) years of experience in operating the equipment for which they are responsible on FDOT rights-of-way.

oo. Provide the following equipment and vehicles with experienced licensed operators readily available for performing the work herein: skid steer loader, landscape transport truck (18' length min.), crane with a 10 ton minimum capacity, a minimum of two water tankers with a 2,000 gallon minimum capacity equipped with FDOT compliant safety lighting including arrow board and rotating strobe lights, FDOT compliant pull behind crash attenuator, and FDOT compliant shadow vehicle with rotating strobe lights to meet or exceed all FDOT requirements for landscape and blown in mulch installation.

pp. Contractor shall provide readily available equipment and vehicles for use on FDOT rights-of-way that comply with all applicable FDOT standards. The Contractor is responsible for contacting FDOT and ensuring that the equipment and its operations meet all necessary requirements throughout the contract period.

20. Technical Specifications

Technical Specifications are made a part of the Scope of Services, as Part E Technical Specifications 1, 2 , 2.5 , and 3, herein.

23. Price Escalation

Any escalation in base labor prices, after the initial Agreement term, will be made annually prior to any extension of this Agreement term. Increases in prices shall be based on the U. S. Bureau of Labor Statistics Employment Cost Index (ECI) increase in cost for the most recent 12 month period (see http://www.bls.gov/, ECI, Table 5-Compensation (Not Seasonally Adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry. and, installation, maintenance and repair [5], blue collar). Table 5 is located at www.bls.gov/news.release/eci.t05.htm.

Special Provisions for Services

1. **Identification of Employees**

Contractor's employees shall wear uniforms or company identification badges displaying contractor's name and employee's name at all time while on city property.

2. **Background Check**

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

a. Be listed on the FBI's list of suspected terrorists.

b. Have an outstanding arrest warrant against them.

c. Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony

d. Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

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

Florida Statutes state that any person requiring entry to a restricted access area including the city's Port, must have a State background check per the minimum standards and a Federal credential TWIC card. Refer to § 311.12 (4) (a) 1 and (6) (a) for current requirements.

3. **e-Payables**

The city's preferred method for invoice payment is electronic remittance of invoices via designated credit account assigned to Contractor instead of paper checks. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

4. **Ghost Card Payment**

Where practicable, the City may process all payments under the Agreement by Ghost Card (virtual City credit card). Ghost Card payments are electronic purchasing-card-based payments to the Contractor through City issued virtual accounts. Reconciliation occurs through the Contractor's standard point-of-sale terminals instead of through individual invoices and checks, after fulfillment of a City-issued purchase order. Ghost Cards shall have effectivity dates and authorization for specific supplies, services and users pursuant to the terms of the Agreement. Unauthorized purchases will be the responsibility of the Contractor.

5. **Multiple SourceAward**

A multiple source award may be issued when awarded to two (2) or more Contractors for similar products when necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a

single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

6. **Product Labels and MSDS**

Contractor shall provide, prior to beginning work, manufacturer's labels and MSDS information for all chemicals to be used in the performance of Agreement. Manufacturer's labels must include (a) name and manufacturer of chemical; (b) customary use; c) application process; (d) possible hazards; (e) special precautions; (f) emergency treatment in the event chemical is used improperly.

In compliance with Florida's Occupational Health and Safety Statue (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e) description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Orders and Invoices**

a. Orders will be placed against this Agreement via E-mail, and shall be accompanied by Purchase Order Numbers. All open orders are accessible by Contractor for reconciliation through their online supplier profile.

b. Unless otherwise agreed to, all performance under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(1) Name of Contractor.

(2) Agreement Number.

(3) Purchase Order Number.

(4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number.

(5) Task/delivery order number.

(6) Date of purchase.

(7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).

(8) Date of performance.

c. Invoices must be submitted to **ap@stpete.org** within the task/delivery order transmission issued against this Agreement. The Contractor's invoice must include, at a minimum, the following:

(1) City's Agreement Release or Purchase Order numbers.

(2) Name of Contractor.

(3) Date of preparation.

(4) Contractor's invoice number.

(5) Address to which payment should be mailed.

(6) City's Agreement Release or Purchase Order numbers.

(7) A description of services furnished or supplies, including quantities, unit prices and extensions.

(8) Discount payment terms.

(9) Name of requesting department for whom the shipment was made.

8. **Accessibility**

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

9. **Damage**

a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, and other property so damaged.

b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

10. **Completion of Work**

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

11. **Summary of Total Sales**

Contractor shall furnish the Purchasing Department as requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

12. **Performance Evaluation**

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

13. **Insurance Certificate Maintenance**

Expiration notifications for the City's insurance certificates are managed by an authorized third party firm on behalf of the City. The firm shall contact the Contractor directly via email to request updated certificates prior to expiration. Contractor shall respond directly to the firm as requested.

From: Angelique M. Cook
To: Brett Warner
Cc: Joe Morelli; Cathy Morgan
Subject: RE: BPA 222856 _ Contract Pricing Pages
Date: Wednesday, April 17, 2019 10:58:42 AM

Hi Brett,

We do allow other agencies to piggy back and co-op with us. Please look at your code to see if it permits you to piggy back, then reach out to the vendor to see if they will offer the same pricing to your entity. We have multiple piggy-backs and co-ops with NJPA, US Communities, Pinellas County, etc.

Hope this helps!

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Brett Warner <bwarner@stpetebeach.org>
Sent: Tuesday, April 16, 2019 6:09 PM
To: Angelique M. Cook <angelique.cook@stpete.org>
Cc: Joe Morelli <vjmorelli@tampabay.rr.com>; Cathy Morgan <cmorgan@ctsfl.us>
Subject: Re: BPA 222856 _ Contract Pricing Pages

hi Angel,

It doesn't look like that's allowing other entities to pick on St. Petersburg contracts, but allowing St. Petersburg to piggyback on other entities contracts. Or am I reading it wrong?

Thanks,

Brett E. Warner, PE
City Engineer
City of St. Pete Beach
(727) 363-9254
Bwarner@stpetebeach.org

On Apr 16, 2019, at 4:22 PM, Angelique M. Cook <angelique.cook@stpete.org> wrote:

Hi!

Here it is:

Sec. 2-256. - Cooperative purchasing.

The POD shall have the authority to utilize the following methods to join with other governmental entities in cooperative purchasing, to utilize the contracts of other governmental entities and to purchase vehicles when to do so is in the best interest of the City as determined by the POD.

(1) *Joint bids.* The POD shall have the authority to solicit bids or proposals on behalf of, or to participate with, other government entities in a cooperative joint process, if it is deemed by the POD to be in the best interest of the City to do so.

(2) *Piggybacking.* The POD shall have the authority to piggyback utilizing a contract of other government entities, including local governments, other state governments, local governments in other states, federal agencies of the United States, consortiums and any not-for-profit entity comprised of more than one such unit, if it is deemed by the POD to be in the best interest of the City to do so, and provided that such contract was awarded on the basis of a competitive process substantially equivalent to those specified in this division.

(3) *Purchase of vehicles.* In addition to the source selection processes set forth in this division, the POD may purchase vehicles from selected entities providing vehicles pursuant to the Florida Sheriff's Association and Florida Association of Counties negotiated purchase program.

(Ord. No. 112-H, § 1, 5-15-2014)

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Brett Warner <bwarner@stpetebeach.org>
Sent: Tuesday, April 16, 2019 4:03 PM
To: Angelique M. Cook <angelique.cook@stpete.org>; Joe Morelli <vjmorelli@tampabay.rr.com>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: RE: BPA 222856 _ Contract Pricing Pages

Thanks Angel,

Do you know where in St. Petersburg's code this is? I'll show it to our legal team.

Brett E. Warner, PE

City Engineer
City of St. Pete Beach
bwarner@stpetebeach.org
727-363-9254
<image001.png>

From: Angelique M. Cook [mailto:angelique.cook@stpete.org]
Sent: Tuesday, April 16, 2019 3:15 PM
To: Joe Morelli; Brett Warner
Cc: Cathy Morgan
Subject: RE: BPA 222856 _ Contract Pricing Pages

Hi everyone,

I spoke with our legal team, the provision for other agencies is not required in our agreements. The ability to piggy-back or co-op with other agencies is in the muni-code. As long as code permits, and a vendor agrees, everyone should be good to go.

Hope this helps!

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Joe Morelli <vjmorelli@tampabay.rr.com>
Sent: Monday, April 15, 2019 4:01 PM
To: Angelique M. Cook <angelique.cook@stpete.org>; Brett Warner <bwarner@stpetebeach.org>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: Re: BPA 222856 _ Contract Pricing Pages

Thank you!

From: "Angelique M. Cook" <angelique.cook@stpete.org>
Date: Monday, April 15, 2019 at 3:45 PM
To: Beth Hammond <vjmorelli@tampabay.rr.com>, Brett Warner <bwarner@stpetebeach.org>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: RE: BPA 222856 _ Contract Pricing Pages

Hi Joe,

I will get with legal and ask.

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Joe Morelli <vjmorelli@tampabay.rr.com>
Sent: Monday, April 15, 2019 3:41 PM
To: Angelique M. Cook <angelique.cook@stpete.org>; Brett Warner <bwarner@stpetebeach.org>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: Re: BPA 222856 _ Contract Pricing Pages

Angel -

Our previous contracts with the City have always included that provision – can it be added by Change Order (or Addendum)?

Joe

From: "Angelique M. Cook" <angelique.cook@stpete.org>
Date: Monday, April 15, 2019 at 10:54 AM
To: Brett Warner <bwarner@stpetebeach.org>, Beth Hammond <vjmorelli@tampabay.rr.com>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: RE: BPA 222856 _ Contract Pricing Pages

Hi,

I do not see a piggy back provision in this agreement.

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Brett Warner <bwarner@stpetebeach.org>
Sent: Monday, April 15, 2019 10:31 AM
To: Angelique M. Cook <angelique.cook@stpete.org>; Joe Morelli <vjmorelli@tampabay.rr.com>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: RE: BPA 222856 _ Contract Pricing Pages

Thanks!

Do you know if there is a piggyback provision anywhere in this solicitation?

Brett E. Warner, PE
City Engineer
City of St. Pete Beach
bwarner@stpetebeach.org
727-363-9254
<image001.png>

From: Angelique M. Cook [mailto:angelique.cook@stpete.org]
Sent: Monday, April 15, 2019 10:29 AM
To: Brett Warner; Joe Morelli
Cc: Cathy Morgan
Subject: RE: BPA 222856 _ Contract Pricing Pages

Hi Brett,

Solicitation attached.

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Brett Warner <bwarner@stpetebeach.org>
Sent: Monday, April 15, 2019 10:27 AM
To: Angelique M. Cook <angelique.cook@stpete.org>; Joe Morelli <vjmorelli@tampabay.rr.com>
Cc: Cathy Morgan <cmorgan@ctsfl.us>
Subject: RE: BPA 222856 _ Contract Pricing Pages

Thanks Angelique,

Can you also send me the original solicitation? I have the contract package, but would like the original solicitation for our records too.

Thanks,

Brett E. Warner, PE
City Engineer
City of St. Pete Beach
bwarner@stpetebeach.org
727-363-9254
<image001.png>

From: Angelique M. Cook [mailto:angelique.cook@stpete.org]
Sent: Monday, April 15, 2019 10:26 AM
To: Joe Morelli
Cc: Cathy Morgan; Brett Warner
Subject: RE: BPA 222856 _ Contract Pricing Pages

Hi Joe,

Please see attached.

Thanks!
Angel

Angel Cook
Procurement Analyst, Procurement & Supply Management
City of St. Petersburg
(727) 551-3285

Please note all emails are subject to public records laws.

From: Joe Morelli <vjmorelli@tampabay.rr.com>
Sent: Monday, April 15, 2019 10:23 AM
To: Angelique M. Cook <angelique.cook@stpete.org>

Cc: Cathy Morgan <cmorgan@ctsfl.us>; Brett Warner <bwarner@stpetebeach.org>
Subject: BPA 222856 _ Contract Pricing Pages

Angel -

Can you please provide a copy of the contract pricing pages for this BPA. The attachment you included in the BPA files was blank.

Thank you.

Morelli Landscaping, Inc.

Your Sunshine City

Download SPBConnect at www.stpetebeach.org/spb-connect.html
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Re-Appointments to the Firefighters' Pension Board of Trustees
Date:	August 13, 2019
Prepared By:	Rebecca C. Haynes, City Clerk
Through:	Alex Rey, City Manager
Summary of Issue:	The terms for two of the Commission-appointed trustee seats expired in May, 2019. Ms. Marilyn Terry and Mr. Bruno Falkenstein have expressed an interest in continuing to serve on the board. The terms will expire in May of 2021.
Requested Motion:	"I move to appoint _____ to the Firefighters' Pension Board of Trustees for a term expiring May 2021."
Attachments:	N/A
Reviewed by City Manager:	AR

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Re-Appointment to the Firefighters' Pension Board of Trustees
Date:	August 13, 2019
Prepared By:	Rebecca C. Haynes, City Clerk
Through:	Alex Rey, City Manager
Summary of Issue:	The term for the board-nominated, Commission-approved trustee seat expired in May, 2019. The Firefighters' Pension Board approved the re-appointment of Mr. Keith Beattie at their April 2019 meeting. The term will expire in May, 2021.
Requested Motion:	"I move to approve the re-appointment of Mr. Keith Beattie to the Firefighters' Pension Board of Trustees for a term expiring May, 2021."
Attachments:	N/A
Reviewed by City Manager:	AR _____

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request authorization to approve City co-sponsorship for events in FY2020 budget.

Date: August 13, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Each year event organizers have the opportunity to apply for city assistance in local events that occur in the city. This went to the Recreation Advisory Board in May and they approved all but 2 events for sponsorship. The 2 events not selected for sponsorship were organized by an outside event promoter. All past approved events were approved. Beach Goes Pop did not apply. There were 6 new events that applied: Great Gay 5K, Taste of the Beaches, St John's Fitness Day and 3 CABA events – Mardi Gras, St. Patrick's Day and a Summer Street Party Series.

	FY2019	FY20 Request	FY2020 Approved by Committee
Police	$23,530	$36,620	$26,320
Fire	$4,125	$4,125	$8,125

Requested Motion: "I move to approve City co-sponsorship for events in the FY2020 budget as recommended by Recreation Advisory Board."

Attachments: Written Summary
Application summary

Reviewed by City Manager: AR

Summary of 2019/20 City Co-Sponsorship Application Process

- Events that have received sponsorship in the past that re-applied were:
  - PAG Christmas Bonfire
  - Surfers for Autism
  - Salute to the Military
  - St Pete Beach Classic
  - 8th Ave Block Parties (3)
  - Chowder Challenge
  - SPRR 5K series
  - Beerfest/Winefest
- The only event that did not re-apply was Beach Goes Pop which was budgeted $12,000 for sound/stage and $2500 in Police and Fire. This amount is the difference in last year and this year.
- Total amount funded last year for Fire was $4,125. This year that amount is $3,375
- Total amount funded last year for Police was $23,559. This year it is $21,820.
- New events that applied:
  - Great Gay 5K ($270 police; $375 fire)
  - Taste of the Beaches ($450 police)
  - Fitness Day (St Johns) – ($270 police)
  - And CABA events: Mardi Gras, St Patricks Day, and (5) Summer Street Parties ($2,250 Police, $3,175 Fire)
  - Totaling $4,500 for Police and $4,750 for Fire
  - 2 events did not get approved by the Recreation Advisory Board submitted by CABA – Seafood Festival and Crabfest because those events expenses are paid by a for profit promoter. ($10,300 Police and $6,000 Fire)

Requested:	**Rec Approved:**
$36,620 Police	**$26,320 Police**
$14,125 ire	**$8,125 Fire**
$50,745	**$34,445**

- That is a total of $2,761 more for Police and $4,000 for fire than last year (2018/19)

FY20 City Co-Sponsorship Application Summary

EVENT NAME	Date	Fundraiser	Expexted Profits	Benificiary	FY2020 AMOUNT REQUESTED	Amount Approved FY19	
Beach Goes Pop	**Did not apply for co-sponsorship. They are no longer doing the event**				No request was submitted	$1,739 $750 $4,000 $8,000 **$14,160**	Police Fire Band Stage/Production *Event was cancelled
PAG Christmas Bonfire	12/12/2019	No	0	Community	$270 Police $375 Fire $645	$270 $375 **$645**	
Surfers For Autism	7/11/2020	No	0	Autisic Families/Volunteers	$630 Police $875 Fire **$1,505**	$630 $875 **$1,505**	
Salute to the Military	4/18/2020	Yes	$10,000	Veterans of South Pinellas	**$540 Police**	**$540**	
St Pete Beach Classic	1/17-19, 2020	Yes	$15,000	Local Charities (Library, Museum, Rec)	$17,500 Police $1,000 Fire **$18,500**	$17,500 $1,000 **$18,500**	
8th Ave Block Party	Jan, May, Oct 2020	Yes	$1,500		$540 Police x 3 = **$1,620**	**$1,620**	
Chowder Challenge	10-Nov-20	Yes	$10,000		**$450 Police**	**$450**	
Suntan Art Splash	2/21/2020		$10,000		WAIVE CC Fee		
SPRR 5 K Series	June, July, Aug 2020	No	$700	Fit Community High School scholarships	$270 x 3 = $810 Police $375 x 3 = $1,125 Fire **$1,935**	$810 $1,125 **$1,935**	
Beerfest/Winefest	Nov-19 & Apr -20	Yes		St. Johns School and Church	**Waive Cc Fee**		
Total Requested from events sponsored last year:					**$21,820 Police** **$3,375 Fire** **0** Total Requested: **$25,195.00**	**$23,559** **$4,125** **$12,000** **$39,684**	
New Event Applications						**Approved by Rec Board**	
Great Gay 5K	12-Sep-20	Yes	$500-$1,000	Metro	$270 Police $375 Fire	$270 $375	
Taste of the Beaches	1-Sep-20	Yes	$20,000	Chamber & Local Charity	$450 Police Waive Park Fee	$450	
Fun and Fitness Day	1-Feb-20	Yes	$2,000	St Johnns Athletics	$270 Police	$270	
Corey Ave Event Requests:							
Mardi Gras	2/25/2020	Yes	$1,500	CABA	$720 Police $500 Fire	$720 $500	
St Patricks Day	3/15/2020	Yes	$1,500	CABA	$540 Police $750 Fire	$540 $750	
Summer Street Parties	May- Sept	Yes	$800-$2500 per	CABA	$2,250 Police $3,125 Fire	$2,250 $3,125	
Seafood Festival	Feb-20	Yes	$10,000**	CABA	$5,150 Police $3,000 Fire	0 0	
Crab Festival	Mar-20	Yes	$6,500-$10,000**	CABA	$5,150 Police $3,000 Fire	0 0	
				Totals:	**$14,800 Police** **$10,750 Fire**	**$4,500 Police** **$4,750 Fire**	

**CABA does not pay for police and fire - Expenses are paid by an event promoter that profits from the event.

	Requested:	Rec Approved:
Total Request New + Past Events:	**$36,620 Police**	**$26,320 Police**
	$14,125 Fire	**$8,125 Fire**
	$50,745	**$34,445**

Recreation Advisory Board approved all requested except for (2) CABA events that are paid by a for profit event promotor. All other CABA events were approved.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the services agreement with Asphalt Paving Systems, Inc. in the amount of $708,684.50 for FY19 Street Rehabilitation.
Date:	August 13, 2019
Prepared By:	Mike Clarke, Public Works Director
Through:	Alex Rey, City Manager
Summary of Issue:	The City approached Asphalt Paving Systems (APS) about potential piggyback opportunities for the implementation of the City's annual paving program for FY19. APS is currently under contract with the City of Largo for a scope of work that contains unit prices for those services required by the City of St. Pete Beach in order to perform the desired scope of work. The City will piggyback on the City of Largo Contract, and enter into a purchase agreement with APS to perform the necessary construction.
Funding:	CIP – Street Rehabilitation 301-8000-590-0013
Requested Motion:	"I move to approve the services agreement with Asphalt Paving Systems, Inc. in the amount of $708,684.50 for FY19 Street Rehabilitation."
Attachment:	Draft Services Agreement Largo Contract Proposal from Asphalt Paving Systems
Reviewed by the City Manager:	AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Street Rehabilitation

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

WHEREAS, Contractor is currently under contract with the City of Largo for Pavement and Roadway Infrastructure Rehabilitation (the "Largo 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 Largo 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 in the sum of Seven Hundred Eight Thousand Six Hundred Eighty Four Dollars and Fifty Cents ($708,684.50) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

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

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

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

4. Contractor shall deliver the goods, or provide the services, described herein no later than September 30, 2020 (“completion date”).

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

6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit 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 proposal to the City (Exhibit "B")
c. Contractor's "piggy-back" contract with the City of Largo (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:
Asphalt Paving Systems, Inc.
Attn.: Robert Capoferri
9021 Wire Road
Zephyrhills, FL 33540

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

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

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

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

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

Asphalt Paving Systems, 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 Proposal)

EXHIBIT “C”

(Contractor’s “Piggy-Back Contract)

City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727
FAX (727) 586-7420

CITY OF LARGO, FLORIDA
ADDENDUM #2
TO
INVITATION FOR BID

FOR

PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID NUMBER No. 17-C-589

TO: Potential Bidders

FROM: Joan Wheaton, Procurement Analyst

Rafal Cieslak, P.E., Engineer III

DATE: **March 6, 2017**

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 17-C-589

SEE ATTACHED PAGE: A-1 & A-2

Questions concerning this addendum should be directed to Rafal Cieslak, P.E., Project Engineer, Engineering Services Division, (727) 587-6713.

~~~~~~

Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to **Bid Number 17-C-589**

Signature [signature]

Firm ASPHALT PAVING SYSTEMS, INC

Typed Name and Title MARK ROHRBACH, ESTIMATOR
~~~~~~

ADDENDUM No. 2

PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID NUMBER No. 17-C-589

Addendum No. 2, dated March 6, 2017 to the specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Description:

1.) Adjustment to the Unit Bid Price for Asphalt

When this Article applies to the contract, the unit bid price for asphalt will be adjusted in accordance with the following provisions:

1. Price adjustment for asphalt may be made at the time of an annual contract renewal if the current FDOT Asphalt Price Index Varies more than 10% from the bid price at the time of the bid opening.
2. The Bituminous Material Payment Adjustment Index published monthly by the FDOT shall be used for the adjustment of unit prices. This report is available on the FDOT's internet site. The address is http://www.myflorida.com. It is under the section "Doing Business with FDOT" in the "Contract Administration" section under "Asphalt Index." For additional information, call FDOT at (850) 414-4000.
3. The FDOT Payment Adjustment Index in effect at the time of bid opening will be used for the initial determination of the asphalt price.
4. No adjustment in bid prices will be made for either tack coat or prime coat.
5. No price adjustment reflecting any further increase in the cost of asphalt will be made after the expiration of the allowable contract time.
6. The City reserves the right to make adjustments for decrease in the cost of asphalt.

2.) The bid opening for Bid No. 17-C-589 has been extended to March 15, 2017.

Competitive sealed bids will be accepted by the City of Largo Office of Management and Budget, Largo City Hall, located at 201 Highland Avenue, Largo, FL 33770, until 2:00 p.m., local time, March 15, 2017.

All bids received shall be publicly opened and read aloud in the Office of Management Budget, Largo City Hall, for PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION.

Bids must conform to the Specifications and Instructions to Bidders. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all bids received, to waive any irregularities or informalities. If you are interested in bidding, please complete the Invitation for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

Questions of a technical nature should be directed to Rafal Cieslak, at (727) 587-6713 x-4421.

Questions concerning this Bid should be directed to Joan Wheaton, Procurement Analyst, Office of Management and Budget at (727) 587-6727.

CITY OF LARGO, FLORIDA
SPECIFICATIONS
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589

SEE ATTACHMENTS

Bidder will complete the Work for the following prices

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
1	Emergency Mobilization	1	EA	10,000.00	**10,000.00**
2	Re-Mobilization	1	EA	6,500.00	**6,500.00**
3	Mill – 1 5" Thick	33,421	SY	3.25	**108,618.25**
4	Mill – 2" Thick	5,885	SY	4.50	**26,482.50**
5	Mill – 3" Thick	151	SY	6.00	**906.00**
6	Overlay – 1 5" Thick – SP 9.5	34 940	SY	10.25	**358,135.00**
7	Overlay – 2" Thick – SP 9.5	6,985	SY	13.75	**96,043.75**
8	Overlay – 3" Thick – SP 9 5	1,251	SY	20.00	**25,020.00**
9	Brick Pavement Removal	83	SY	100.00	**8,300.00**
10	Brick Pavement Restoration	83	SY	175.00	**14,525.00**
11	Stabilized Subgrade – 6"	6,971	SY	12.00	**83,652.00**
12	Roadway and Curb and Gutter Base	7,326	CY	40.00	**293,040.00**
13	Microsurface (Single Application, 30 – 34 lb/yd2) (MS)	11,000	SY	2.85	**31,350.00**
14	Microsurface (Double Application, 30 – 34 lb/yd2) (MS)	8,543	SY	3.75	**32,036.25**
15	Microsurface, Rut Filling (MS)	17	TN	225.00	**3,825.00**
16	Crack Sealing (MS)	218	GAL	20.00	**4,360.00**
17	Asphalt Pavement Leveling	275	SY	12.00	**3,300.00**
18	Profile Milling	1,760	SY	5.00	**8,800.00**
19	ADA Pad with Truncated Domes	623	SF	15.00	**9,345.00**
20	Latex Paint Yellow/White/Blue 4-Inch Striping	2,627	LF	0.55	**1,444.85**
21	Latex Paint Yellow/White 6-Inch Striping	1,986	LF	0.60	**1,191.60**
22	Latex Paint Yellow/White 12-Inch Striping	1,185	LF	1.75	**2,073.75**
23	Latex Paint Yellow/White 24-Inch Striping	319	LF	3.15	**1,004.85**
24	Latex Paint White Symbol or Wording on Pavement	17	EA	55.00	**935.00**
25	Thermoplastic Yellow/White 6-Inch Striping	1,986	LF	1.00	**1,986.00**
26	Thermoplastic Yellow/White 12-Inch Striping	1,155	LF	2.75	**3,176.25**
27	Thermoplastic Yellow/White 24-Inch Striping	305	LF	5.75	**1,753.75**
28	Thermoplastic White Symbol or Wording on Pavement	11	EA	95.00	**1,045.00**
29	Remove Curb or Curb and Gutter, All Types	6,918	LF	18.00	**124,524.00**
30	Replace Curb or Curb and Gutter, All Types	7,209	LF	45.00	**324,405.00**
31	4"and 6" Sidewalk/Driveway Removal	543	SY	3.75	**2,036.25**
32	4" Sidewalk Replacement	1,650	SY	55.00	**90,750.00**
33	6" Sidewalk/Driveway Replacement	823	SY	65.00	**53,495.00**

34	Structure (Manhole) Adjustment	10	EA	500.00	**5,000.00**
35	Structure (Valve Box) Adjustment	11	EA	200.00	**2,200.00**
36	Full Depth Reclamation	1,760	SY	12.75	**22,440.00**
37	Emulsion (FDR)	5,280	GAL	2.50	**13,200.00**
38	Portland Cement (FDR)	35	TN	150.00	**5,250.00**
39	Compact and Grading (FDR)	1,760	SY	2.75	**4,840.00**
40	Base Material (FDR)	56	TN	22.50	**1,260.00**
41	Removal of unsuitable Material (FDR)	50	TN	25.00	**1,250.00**
42	Remove and Re-install Wheel Stop	66	EA	150.00	**9,900.00**
43	Remove, Furnish and Install Wheel Stop	154	EA	275.00	**42,350.00**
44	Amber/Red/White/Blue RPM Installation	4	EA	6.50	**26.00**
45	Underdrain Installation	6,134	LF	65.00	**398,710.00**
46	Sign, Single Post Furnish and Install	18	EA	250.00	**4,500.00**
47	Sign, Single Post Relocate	12	EA	125.00	**1,500.00**
48	Root Control Barrier	188	LF	45.00	**8,460.00**
49	Tree Removal 12"-36"	11	EA	350.00	**3,850.00**
50	Tree Removal 36" and larger	1	EA	500.00	**500.00**
51	Performance Turf	2,275	SY	4.50	**10,237.50**
52	Speed Table Assembly	7	EA	2,500.00	**17,500.00**
53	Sanitary Clean out installation/repair/adjustment	26	EA	1,500.00	**39,000.00**
54	Waterline repair/adjustment	12	EA	1,000.00	**12,000.00**
55	Concrete Testing (Slump, air, cylinder breaks, temp)	7	EA	1,800.00	**12,600.00**
56	Asphalt Testing (Temp, Compaction testing with nuclear density gauge)	4	EA	1,000.00	**4,000.00**
57	Asphalt Testing (Core testing for Full Depth Paving)	4	EA	750.00	**3,000.00**
58	Soil Testing (Modified Proctor)	4	EA	900.00	**3,600.00**
59	Soil Testing (Compaction testing of subgrade soils)	4	EA	750.00	**3,000.00**
60	Excavation, Embankment and Grading	57	CY	25.00	**1,425.00**
				TOTAL COST	**2,365,658.55**

Total Evaluated Bid For:

Bid No. 17-C-589

Project : PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION

Company: **Asphalt Paving Systems, Inc.**

Signature (Authorized Corporate Official):

ROBERT CAPOFERRI, PRESIDENT

CITY OF LARGO, FLORIDA
BID FORM
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

BIDDER NAME:	**Asphalt Paving Systems, Inc.**
ADDRESS:	**9021 Wire Road, Zephyrhills, FL, 33540**
PURCHASE ORDER ADDRESS:	**Same as above**
PHONE NUMBER:	**813-788-0010**
FAX NUMBER:	**813-788-0020**
COMPANY CONTACT (REP):	**Mark Rohrbach**
EMAIL ADDRESS(REP):	**Ponderosamark@hotmail.com**
SIGNATURE:	ROBERT CAPOFERRI, PRESIDENT
TAX ID# SSN or EIN:	**22-3787755**

CITY OF LARGO, FLORIDA
REFERENCE INFORMATION FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589

Organization **See attached**

Contact Person ______________________

Address ______________________

City ______________ State __________ Zip ______________

Phone Number (_____) ______________________

Project Cost ______________________ Date Performed ______________

~~~~~~

Organization ______________________

Contact Person ______________________

Address ______________________

City ______________ State __________ Zip ______________

Phone Number (_____) ______________________

Project Cost ______________________ Date Performed ______________

~~~~~~

Organization ______________________

Contact Person ______________________

Address ______________________

City ______________ State __________ Zip ______________

Phone Number (_____) ______________________

Project Cost ______________________ Date Performed ______________

~~~~~~

Organization ______________________

Contact Person ______________________

Address ______________________

City ______________ State __________ Zip ______________

Phone Number (_____) ______________________

Project Cost ______________________ Date Performed ______________

~~~~~~

Representative Typed Name/Title ______________________

Representative Signature ______________________

Firm ______________________

REFERENCES/EXPERIENCE - Below is a very abbreviated list of experience on Reclaim and Paving projects for Asphalt Paving Systems.

FDR

1.	Project Name	14-C-00031 Pavement Maintenance
	Owner	City of Tampa
	Contact	Ghoonesh Ramdial
	Address	3802 E 26th Avenue
		Tampa, FL 33605
	Telephone Number	813-622-1951
	Date & Amount	3/31/16 - $7,698,431.00
2	Project Name	2016 Road Projects
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Date & Amount	2/1/16 - $249,370.00
3	Project Name	FDR & Asphalt Paving
	Owner	City of Palm Bay
	Contact	Camille Goron-Taylor
	Address	120 Malabar Rd., SE
		Palm Bay, FL 32907
	Telephone Number	321-338-5295
	Date & Amount	5/18/16 - $428,505.00
4.	Project Name	2016 Emergency Repairs
	Owner	City of Largo
	Contact	Kim Tracy
	Address	1000 2nd St SE.
		Largo, FL 33779
	Telephone Number	727-587-6741
	Date & Amount	9/28/15 - $144,113.00
5.	Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
	Owner	St Lucie County
	Contact	Christopher Lestrange
	Address	2300 Virginia Avenue
		Ft. Pierce, FL 34982
	Telephone Number	772-462-2511
	Date & Amount	7/5/16 - $325,074.00

6	Project Name	Asphalt Maintenance Services FY 2016
	Owner	St Johns County
	Contact	Tommy Mashburn
	Address	2740 Industry Center Rd
		St Augustine, FL 32084
	Telephone Number	904-209-0184
	Date & Amount	9/29/16 - $1,135,178.90
7.	Project Name	Beavis, Bellamy Bridge Roads
	Owner	Jackson County
	Contact	Larry Alvarez
	Address	2828 Owens Street
		Marianna, FL 32446
	Telephone Number	850-482-9677
	Date & Amount	1/20/17 - $181,419.20
8.	Project Name	Various FDR Roads per Orlando piggy back
	Owner	Indian River County
	Contact	Jeff Hoffman
	Address	4550 41st Street
		Vero Beach, FL 32960
	Telephone Number	772-770-5085
	Date & Amount	ongoing - $80,000.00
9	Project Name	General Roadway & Miscellaneous Construction
	Owner	City of West Palm Beach
	Contact	All County Paving - Joshua Marfleet
	Address	1180 SW 10th Street
		Delray Beach, FL 33444
	Telephone Number	561-588-0949
	Date & Amount	3/2/15 - $232,692.30
10.	Project Name	Michigan Blvd Reclaim
	Owner	City of Dunedin
	Contact	Marcello Tavernari, P.E.
	Address	737 Louden Ave, 2nd Fl
		Dunedin, FL 34697-1348
	Telephone Number	727-298-3208
	Date & Amount	12/5/17 - $325,679.00

REFERENCES/EXPERIENCE - Below is a very abbreviated list of experience on Microsurfacing projects for Asphalt Paving Systems.

MICROSURFACING

1

Project Name	Countywide Microsurfacing Phase I
Owner	Lake County
Contact	Sandra Rogers
Address	12901 County Landfill Road
	Tavares, FL 32778
Telephone Number	352-343-9839
Invoice	$ 237,343.35
Completed on Schedule?	Yes Date: 9/30/13
Project Description	Microsurfacing & Crack Seal to various County Roads

2.

Project Name	2014 Pavement Management & Preservation
Owner	Sumter County
Contact	Eslie Oxendine
Address	319 E Anderson Ave
	Bushnell, FL 33513
Telephone Number	352-569-6710
Invoice	$ 898,948.54
Completed on Schedule?	Yes Date: 8/31/14
Project Description	Microsurfacing & Crack Seal to various County Roads

3

Project Name	Citywide Microsurfacing Term Contract
Owner	City of Lakeland
Contact	Troy McCain
Address	407 Fairway Drive
	Lakeland, FL 33801
Telephone Number	863-834-3303
Invoice	$ 1,250,000.00
Completed on Schedule?	Yes Date 9/30/14
Project Description	Microsurfacing to various City Roads

4	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Brian Martineau
	Address	PO Box 1000
		Bradenton, FL 34206
	Telephone Number	941-708-7400 ext 7243
	Invoice	$ 331,746.42
	Completed on Schedule?	Yes Date: 2/4/14
	Project Description	Microsurfacing to various County Roads

5	Project Name	Annual Microsurfacing Pavement Contract
	Owner	City of Ft Lauderdale
	Contact	Sayd Hussain
	Address	100 N Andrews Avenue
		Fort Lauderdale, FL 33301
	Telephone Number	954-828-4505
	Invoice	$ 1,991,859.25
	Completed on Schedule?	Yes Date: 2/1/15
	Project Description	Microsurfacing & Crack Seal to various City Roads

ASPHALT PAVING SYSTEMS
P O Box 530 • Hammonton NJ 08037
Phone 609 561 4161 • Fax 609 561 0920

Equipment List

Quantity	Make	Year	Model	Description
8	Bergkamp	2008	L-9000	Mobil Mix Paver
6	Bergkamp	2012	L-9000	Mobil Mix Paver
3	Bergkamp	2010	L-9000	Mobil Mix Paver
3	Bergkamp	2014	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2007	L-9000	Trucks
2	Bergkamp (21 CY)	2008	L-9000 L-9000	Mobile Support Trailers
7	Ford	2015	F350	Stake Body
8	Ford	2012	F350	Utility Body
12	Ford	2013	F350	Crew Cabs
2	Athey Mobil	2010		Broom
4	CAT	2004	PS-130	Rubber Tire Roller
6	CAT	2011	PS-360	Rubber Tire Roller
8	CAT	2012	936g	Wheel Loader
13	CAT	2010	938	Loader
1	CAT	2009	938	Loader
2	CAT	2008	926	Loader
6	Etnyre	1998	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2000	Centenial (2000)	Oil Distributor
6	Etnyre	2006	Black Topper (2000)	Oil Distributor
5	Etnyre	2011	Black Topper (2000)	Oil Distributor
5	Etnyre	2015	Black Topper (4000)	Oil Distributor
1	Etnyre	2012	Model 4WD	Chipper (10-20')
1	Etnyre	2013	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request

ASPHALT PAVING SYSTEMS
P O Box 530 • Hammonton NJ 08037
Phone 609 561 4161 • Fax 609 561 0920

EQUIPMENT LIST

Quantity	Make	Year	Model	Description
2	Wirtgen	2014	CR3200	Road Profiler / Recycler
2	Wirtgen	2014	210-I	Road Profiler / Recycler
6	Wirtgen	2013	WR2500	Road Reclaimer / Recycler
1	Wirtgen	2008	2000	Cold Planer
2	Wirtgen	2004	1000	Cold Planer
1	Caterpillar	2010	D5	Dozer
1	Caterpillar	2003	12G	Grader
6	Caterpillar	2012	140H	Grader
1	Caterpillar	2010	950F	Rubber Tire Loader
3	Caterpillar	2008	938G	Rubber Tire Loader
2	Caterpillar	2010	936F	Rubber Tire Loader
1	Caterpillar	2013	325BL	Hydraulic Excavator
7	Caterpillar	2004	416B	Backhoe
2	Caterpillar	2006	426B	Backhoe
2	Caterpillar	2015	655	Paver
6	Caterpillar	2013	1055	Paver
1	Caterpillar	2006	634C	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	2003	214C	Asphalt Roller
2	Caterpillar	2006	224C	Asphalt Roller
1	Ingersoll Rand	2004	DD110	Asphalt Roller
3	Caterpillar	2014	CB-64	Roller
8	Caterpillar	2012	534XW	Roller
1	Caterpillar	2007	563C	Roller
1	Caterpillar	2012	433C	Roller
2	Etnyre	2008		Distributor
8	Etnyre	2015		Distributor
10	Ford	2007	9510	Triaxle Dump Truck
1	Ford	2012	9510	Triaxle Dump Truck
1	Ford	2012	9510	Tandem Dump Truck
2	Ford	2010	9510	Tractor
2	Ford	2009	9510	Tractor
2	Ford	2008	9510	Tractor
3	Ford	1999	9510	Water Truck
5	Talbert	2008		Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	2014	2TE4DHL	Sweeper
2	Bobcat	1998	853C	Cold Planer
4	Caterpillar	2003	PS180	Rubber Tire Roller
1	Dynapac	1999	CP271	Rubber Tire Roller
8	Caterpillar	2012	PS360	Rubber Tire Roller
5	Ford	2013	F-9000	Cement Truck
2	Weilter	2016	E-1250	Transfer Vehicle

Additional Equipment Provided Upon Request

Asphalt Paving Systems, Inc. – Experience of Key Individuals FDR & Micro

Individual's Name	Title	Exp.	Primary Office
Robert Capoferri	CEO	32	Florida
Kenneth Messina	Operations Manager	27	Florida & New Jersey
Robert Bevilacqua	Project Manager	33	Florida & New Jersey
Mark Rohrbach	Project Manager	18	Florida
Thomas Donald	Regional Manager	28	Florida
Dennis Williams	Superintendent	23	Florida
Leon Rubba	Equipment Operator	12	Florida
Jeff Daunoras	Equipment Operator	25	Florida
Mike Mobley	Laborer	8	Florida
Kenny Cooper	Foreman	12	Florida
Jacob Stockwell	Superintendent	12	Florida
Dean Pucino	Foreman	15	Florida & New Jersey

Listing of Prequalified Contractors

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755009 EXPIRES: 6/30/2017	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES	
DRAINAGE	FLEXIBLE PAVING
GRADING	HOT PLANT-MIXED BITUM. COURSES

CITY OF LARGO, FLORIDA
STATEMENT OF NO BID
FOR
PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID # 17-B-589

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:
City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.
OR **FAX THIS PAGE ONLY to (727) 586-7420**, OR EMAIL to jwheaton@largo.com
WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

_____ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET BOND REQUIREMENTS.

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.

Typed Name and Title _____

Signature _____

Company name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number (___) _____ Fax (___) _____

INSURANCE REQUIREMENTS CHECKLIST
FOR
Items marked "X" must be provided

X	**General Liability**	**Minimum Limits Required**
x	Commercial General Liability	$ 2,000,000 General Aggregate
x	Occurrence Form	$ 1,000,000 Product/Completed Operations Agg.
		$ 1,000,000 Personal & Advertising Injury
		$ 1,000,000 Each Occurrence
		$
X	**Automobile Liability**	
	Owned, Hired & Non-Owned	$ 1,000,000 Combined Single Limit per Occurrence
X	**Worker's Compensation and Employer's Liability**	**Statutory**
		$ 100,000 Each Accident
		$ 500,000 Disease - Policy Limit
		$ 100,000 Disease - Each employee
	Professional Liability - Errors & Omissions	(*To be completed by Bidder)
	* Deductible: $	$ Aggregate
	* Claims Made (Y/N):	$ Each Claim
	* Occurrence (Y/N):	
	* Defense included in Limits (Y/N):	
	Builder's Risk/Installation Floater	(* To be completed by Bidder)
	* Flood Included $ Limit	$ 100% of Completed or Installed Value
	* Transportation Included $ Limit	All-Risk Form
	* Storage Included $ Limit	
	City Must Be A Named Insured. Copy of Policy Will Be Required.	
	Other	
		$
		$

X The Certificate of Insurance must show "The City of Largo,its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

X Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

X Certificates must identify bid number and bid title.

Subcontractors must carry same Insurance limits.

Insurance Carrier should be A rated.

The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractural agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RRP/Biid

Statement of Bidder: We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature
Robert Capoferri, President

A complete copy of this form with original signature must accompany bid.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
ASPHALT PAVING SYSTEMS, INC

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO BOX 530

Requester's name and address (optional)

City, state, and ZIP code
HAMMONTON, NJ 08037

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
22 3787755

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/7/17

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727
FAX (727) 586-7420

CITY OF LARGO, FLORIDA
ADDENDUM #1
TO
INVITATION FOR BID

FOR

PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION BID NUMBER No. 17-C-589

TO: Potential Bidders

FROM: Joan Wheaton, Procurement Analyst

Rafal Cieslak, P.E., Engineer III

DATE: **March 1, 2017**

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 17-C-589

SEE ATTACHED PAGE: A-1

Questions concerning this addendum should be directed to Rafal Cieslak, P.E., Project Engineer, Engineering Services Division, (727) 587-6713.

Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to **Bid Number 17-C-589**

Signature _____

Firm ASPHALT PAVING SYSTEMS, INC

Typed Name and Title MARK ROTHBACH, ESTIMATOR

ADDENDUM No. 1

PAVEMENT AND ROADWAY INFRASTRUCTURE REHABILITATION
BID NUMBER No. 17-C-589

Addendum No. 1, dated March 1, 2017 to the specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

1. The bidder is not required to bid on every line item in the bid schedule of bid prices.

2. A bid bond is not required for the proposal. The quantities in the agreement are estimated work for the year and the City of Largo does not guarantee a quantity, therefore no bond is required.

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

FOR

THE CITY OF LARGO

FLORIDA

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GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Invitation to Bid, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the ENGINEER'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the

Work, which have been prepared or approved by ENGINEER and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

ENGINEER(S) - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

FIELD ORDER - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE OF AWARD - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement.

NOTICE TO PROCEED - The written notice issued by the CITY, or it's agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices.

WORK - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

DELIVERY OF DOCUMENTS:

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

COPIES OF DOCUMENTS:

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

STARTING THE PROJECT:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,

2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

2.64 Pre-construction video tapes if required by the technical specifications

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

PRECONSTRUCTION CONFERENCE:

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

FINALIZING SCHEDULES:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

3.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to

undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
    a. Dimensions
    b. Full Size Details
    c. Full Size Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. a formal Written Amendment.

3.4.2. a Change Order (pursuant to paragraph 10.4), or

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5)

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

4.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

PHYSICAL CONDITIONS:

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for

any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

BONDS:

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, V.S. Treasury Department, for projects not exceeding ($500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be

signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

CONTRACTOR'S INSURANCE:

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

5.4.1. Workers' Compensation. Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers' Liability with Statutory Limits of $100,000/$500,000/$100,000.

5.4.1.2. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

5.4.2.1. Minimum Limits of total coverage shall be $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet $1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars ($10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - $5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of $250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and

equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

PERMITS:

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for

capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

TAXES:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS:

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples

and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

INDEMNIFICATION:

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

6.31 The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER (727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER (727) 507-4462). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows. Each category is limited to a daily cumulative maximum amount of $30,000.00.

DEP CONSENT ORDER FINE SCHEDULE	
Amount Day Discharge	Discharge Volume
$500.00	Up to 5,000 gallons
$1000.00	5,001 to 10,000 gallons
$2,500.00	10,001 to 25,000 gallons
$5,000.00	25,001 to 100,000 gallons
$10,000.00	In excess of 100,000 gallons

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

ARTICLE 7 - OTHER WORK

RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

COORDINATION:

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - THE CITY'S RESPONSIBILITIES

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

CITY'S REPRESENTATIVE:

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

VISITS TO SITE:

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

PROJECT REPRESENTATION:

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and

CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's

recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS OF WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

REJECTING DEFECTIVE WORK:

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon

will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

DECISIONS ON DISPUTES:

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provsions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the

Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of time, shall be governed by the ordinances of the City of Largo.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for

overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

COST OF THE WORK:

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as

power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S FEE:

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

CASH ALLOWANCES:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

OMITTED WORK:

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or wok or substantial increases in the cost of performing the work under the Contract Documents

ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance

unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

ACCESS TO WORK:

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

CITY MAY STOP THE WORK:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE YEAR CORRECTION PERIOD:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

CITY MAY CORRECT DEFECTIVE WORK:

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in

exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULE OF VALUES:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS:

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEERS recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,

because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

PARTIAL UTILIZATION:

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the

CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

FINAL INSPECTION:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

FINAL PAYMENT AND ACCEPTANCE:

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

CONTRACTOR'S CONTINUING OBLIGATION:

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK:

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

CITY MAY TERMINATE

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

FISCAL NON-FUNDING

15.6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of

more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

ARTICLE 16 - MISCELLANEOUS

GIVING NOTICE:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

COMPUTATION OF TIME:

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

NO LIMITATION OF RIGHTS AND REMEDIES:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to , and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

ACCIDENT AND PREVENTION:

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

FLORIDA PRODUCTS AND LABOR

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

EMPLOYEES:

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

NON-DISCRIMINATION:

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: 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 nondiscrimination clause. These provisions apply to all subcontractors as well.

ASSIGNMENT:

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

GOVERNING LAW; JURISDICTION AND VENUE:

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the

subject matter hereof may not be enforced in or by such courts.

ASBESTOS:

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the
CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

RIGHT TO AUDIT:

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: **Asphalt Paving Systems Inc.**

Date **3/8/2017**

Signature _____
(Authorized Corporate Officer)

Robert Capoferri, President
(Typed/Printed)

Corporate Seal

TO: Brett E. Warner, PE City Engineer
City Of St Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9254

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
D Micro with some crack seal

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback City of Largo Contract				
2	Re-Mobilization	EA	1.00	$ 6,500.00	$ 6,500.00
14	Double Micro	SY	61,576.00	$ 3.75	$ 230,910.00
15	Rut Filling	Ton	50.00	$ 225.00	$ 11,250.00
16	Crack Sealing (mastic bad areas)	GAL	1,100.00	$ 20.00	$ 22,000.00
21	Paint Yellow/White 6-Inch Striping	LF	37,000.00	$ 0.60	$ 22,200.00
23	Paint Yellow/White 24-Inch Striping	LF	800.00	$ 3.00	$ 2,400.00
24	Paint White Symbol or Word	EA	11.00	$ 55.00	$ 605.00
44	Amber/Red/White/Blue RPM installation	EA	100.00	$ 6.50	$ 650.00
*	Proposal includes all Labor, and Equipment for all items.				
				Total	$ 296,515.00

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-892-0056
e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Mar St	W Vina Del Mar Blvd	West DE	880	24.0	2,346.67	$ -	$0.00
	5 Ton Leveling							
	S Tessier Dr	W Vina Del Mar Blvd	N Tessier Dr	1,550	27.0	4,650.00		
	5 Ton Leveling							
	N Tessier Dr	S Tessier Dr	W Vina Del Mar Blvd	1,730	27.0	5,190.00	$ -	$0.00
	5 Ton Leveling							
	Hermosita Dr	W Vina Del Mar Blvd	West DE	1,860	24.0	4,960.00	$ -	$0.00
	5 Ton Leveling							
	S Isle Dr	W Vina Del Mar Blvd	Isle Dr	830	26.0	2,397.78	$ -	$0.00
			2 Culs off S Isle Dr			1,500.00		
	N Isle Dr	W Vina Del Mar Blvd	Isle Dr	420	20.0	933.33	$ -	$0.00
	N Julia Cir	Alton Dr	S Julia Cir	1,200	20.0	2,666.67	$ -	$0.00
	S Julia Dr	Alton Dr	N Julia Dr	1,220	20.0	2,711.11		
	E Vina Del Mar Blvd	W Vina Del Mar Blvd	N Isle Dr	880	20.0	1,955.56		
	E Vina Del Mar Blvd	N Isle Dr		650	20.0	1,444.44	$ -	$0.00
			Lee Pl	690	26.0	1,993.33		
	E Vina Del Mar Blvd	Lee	N Tessier Dr	1,820	26.0	5,257.78		
	W Viva Del Mar Blvd	N Isle Dr	S Isle Dr	840	20.0	1,866.67		
	W Viva Del Mar Blvd	E Vina Del Mar	N Isle Dr	900	20.0	2,000.00	$ -	$0.00
	Alley	69 Ave	70 Ave Off Sunset	300	15.0	500.00		
	Alley	68 Ave	69 Ave Off Sunset	235	15.0	391.67	$ -	$0.00
	44th Ave	Belle Vista Dr	Moody	1,340	26.0	613.00		
	5 Ton Leveling							
	Belle Vista Dr	43 Ave	Belle Vista Dr E	1,580	26.0	4,564.44		
	15 Ton Leveling							
	39th Ave	Belle Vista Dr E	Poinsettia Dr	310	20.0	688.89		
	39th Ave	Clearview Way	Belle Vista Dr	1,100	20.0	2,444.44		
	Belle Vista Dr E	Clearview Way	Belle Vista Dr	2,250	22.0	5,500.00		
	40th Ave	Moody	Poinsettia Dr	500	24.0	1,333.33		
	41st Ave	Moody	Belle Vista Dr	790	24.0	2,106.67		
	Sunset Way	73 Ave	71 Ave	540	26.0	1,560.00	$ -	$0.00
						0.00	$ -	$0.00
				24,415.00		61,576	Total	$0.00

	M/O	CAPE	CRDM
T M/O	-		
T CAPE		0	
T CRDM			0

Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

TO: Brett E. Warner, PE City Engineer
City Of St Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9254

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
2" Overlay SP 12.5 and 2" to 4" mill

Product	Description	Units	Quantity	Unit Price	Total Price
	PiggybackCity of Largo Contract				
2	Re-Mobilization	EA	1.00	$ 6,500.00	$ 6,500.00
4	Mill - 2" Thick	SY	16,000.00	$ 4.50	$ 72,000.00
5	Mill - 3" Thick	SY	5,152.00	$ 6.00	$ 30,912.00
7	Overlay - 2" Superpave Asphalt SP 12.5	SY	21,152.00	$ 13.75	$ 290,840.00
21	Paint Yellow/White 6-Inch Striping	LF	10,000.00	$ 0.60	$ 6,000.00
22	Paint Yellow/White 12-Inch Striping	LF	900.00	$ 1.75	$ 1,575.00
23	Paint Yellow/White 24-Inch Striping	LF	550.00	$ 3.15	$ 1,732.50
24	Paint White Symbol or Word	EA	12.00	$ 55.00	$ 660.00
44	Amber/Red/White/Blue RPM installation	EA	300.00	$ 6.50	$ 1,950.00
*	Proposal includes all Labor, and Equipment for all items.				
*	Any Risers will need to be provided by the City				
				Total	$ 412,169.50

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-892-0056
e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Sunset Way	26 Ave	28 Ave	520	11.0	635.56	$ -	$0.00
	27th Ave	Pass-a-Grille Way	West DE	230	30.0	766.67	$ -	$0.00
	Sunset Way	28 Ave	30 Ave	980	16.0	1,742.22	$ -	$0.00
	31st Ave	Pass-a-Grille Way	2nd St	300	23.0	766.67	$ -	$0.00
	2nd St	31 Ave	DE North	220	14.0	342.22	$ -	$0.00
	1st St	31 Ave	32 Ave	360	20.0	800.00		
	32nd Ave	Pass-a-Grille Way	1st St	180	26.0	520.00		
	E Maritana Dr	Bay Way	37 Ave	1,130	23.0	2,887.78		
		Profile mill to drains						
	37th Ave	Gulf Blvd	E Maritana Dr	225	24.0	600.00		
		Profile mill to drains						
	36th Ave	E Maritana Dr	Gulf Blvd	470	21.0	1,096.67		
		Profile mill to drains						
	Casablanca Ave	36 Ave	37 Ave	475	24.0	1,266.67		
		Profile mill so drains to North						
	44th Ave	Gulf Blvd	Belle Vista Dr	380	36.0	1,520.00	$ -	$0.00
	Belle Vista Dr	44 Ave	43 Ave	490	30.0	1,633.33	$ -	$0.00
	Belle Vista Dr E	Oleander	Moody	370	26.0	1,068.89		
	Belle Vista Dr E	Moody	39th Ave	495	26.0	1,430.00		
	Clearview Way	Belle Vista Dr E	39th Ave	290	24.0	773.33		
	Sunset Way	Cory Ave	73 Ave	310	26.0	895.56		
	Sunset Way	Cory Ave	75th Ave	350	38.0	1,477.78		
	Alley	18 Ave	19 Ave	245	15.0	408.33		
		off Gulf Way						
	Alley	8 Ave	9 Ave	260	18.0	520.00		
		off Gulf Way						
				8,280.00		21,152	Total	$0.00

	M/O	CAPE	CRDM
T M/O	-		
T CAPE		0	
T CRDM			0

Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of Change Order #17 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 $68,278.13.

Date: August 13, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Change Order #17 to Phase II of the Pass-a-Grille Way reconstruction covers three (3) change order requests relating to the Roadway infrastructure included in this project. These items include the removal of a conflicting abandoned water pipe under the roadway, removal of unforeseen bricks, and additional asphalt work at various locations throughout the project.

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

Requested Motion: "I move to approve Change Order #17 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 $68,278.13."

Attachment: Change Order #17

Reviewed by the City Manager: AR

CHANGE ORDER NO. 17

PROJECT IDENTIFICATION:

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

CONTRACTOR: Gibbs and Register, Inc.

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

The Contract is changed as follows:

1. *Additional scope of work for: ROADWAY – COR 43 Remove Old Abandoned Water Main Pipe Under the Roadway; COR 44 Unforeseen Brick Removal Encountered Under the Roadway; COR 46 Additional Misc. Asphalt Work – ZERO (0) additional days* – The changes shall be made as described in G&R's price proposals COR 43, COR 44 & COR 46. Zero (0) additional contract days. ***$68,278.13***

Total Addition to Contract Sum (ROADWAY)	***$ 68,278.13***
Contract Sum with prior approved Change Orders was:	**$ 10,541,128.02**
The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of:	$ 68,278.13
The new Contract Sum, including this Change Order, will be	**$ 10,609,406.15**
The Contract Time will be changed as follows:	+ 0 days

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

CHANGE ORDER NO. 17

OWNER/CITY:

By: _____

Name: Brett Warner

By: _____

Name: Mike Clarke

By: _____

Name: Vincent Tenaglia

By: _____

Name: Alex Rey

Date: _____

CONTRACTOR:

By: _____

Name: MARK BATEMAN

Title: CFO

Date: 6/10/19

St. Pete Beach City Commission
Agenda Report

Issue Considered: Appointments to the Police Officers' Pension Board of Trustees

Date: August 13, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Through: Alex Rey, City Manager

Summary of Issue: The Police Officers' Pension Board currently has two Commission-appointed vacancies. The appointments will fill trustee seats that were previously filled by Mr. Alan Slakis and Mr. Jack Frieder.

Mr. Richard German and Mr. Roger Dunn have expressed an interest in serving on the Board. Their background information is listed on the attached paperwork.

The terms will expire in November 2020.

Requested Motion: "I move to appoint _____ to the Police Officers' Pension Board of Trustees for a term expiring November 2020."

Attachments: Correspondence from Mr. Richard German
Correspondence from Mr. Roger Dunn

Reviewed by City Manager: AR

Richard W. German
251 Isle Drive S, St Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

RECEIVED
JUN 24 2019

June 21, 2019

Mayor Alan Johnson
City of St Pete Beach
155 Corey Ave
St Pete Beach FL 33706

Dear Al:

I understand there is an opening on the Police Pension Board.

I would like to apply. My resume is the reverse side.

Would you please forward this to the appropriate person.

Many thanks, and especially, thank you for your position re PSTA encroachment on our city.

Richard W. German
251 Isle Drive S, St. Pete Beach FL 33706
727-580-0566 DickGerman@gmail.com

Summary

Retired federal government Division Director (Navy Department) and Contracting Officer (Department of Energy). Proposal writer and manager for firms seeking business with the Department of Defense. Licensed Community Association Manager. BS, Business Administration.

Professional Experience

Condominium Association Manager, St. Pete Beach FL. Licensed condominium association manager for selected condominium association clients. In compliance with Florida Statue 718, provide accounting, regulatory management, and/or maintenance management services. Designed and implemented accounting and financial management systems. Receive and account for all income. Manage accounts payable. Prepare operating and reserve budgets. Provide all required notices to owners. Prepare for, chair, and prepare minutes of meetings. Conduct elections. Locate, negotiate with, and supervise vendors of maintenance and repair services. Consult with attorney regarding rules enforcement, account collections, and amendments to governing documents. Represented association at trial litigation. Managed major structural restoration projects and the related special assessments.

Owner and manager, Sales & Service Evaluators, Inc. Designed, marketed, and supervised the performance of mystery shopping programs, customer opinion polls, and surveys to businesses. Clients included Midas Muffler Corporation, Chem-Dry Corporation, Rollar Homes, Inc., Fletcher Music Centers, Inc., Ferman Motors, Inc. (May 1989-2001) Sold the business.

Independent consultant. Marketed, prepared, and managed the preparation of proposals for businesses seeking contracts with the federal government. Performed surveys. Clients included American Association of Retired Persons, Western Electric Corporation, Evaluation Research Corporation. (January 1982-May 1989)

Training Division Director, Department of Defense, Navy Department (GS-13). Headed a division of specialists who created and managed training programs for crews of new submarines. Developed and managed operating budgets in $10-15M range.

Contracts Administrator, Department of Energy (GS-14). Negotiated contract terms, prepared contracts, monitored performance by contractors, negotiated solutions to problems. Developed, approved, and audited financial plans. Prepared and reviewed Requests for Proposals. Retired from federal government.

Education

BS, Business Administration (accounting major), American University, Washington, DC.

Personal

Held Top Secret security clearance with the Department of Defense. Former private pilot. Excellent credit history. Former Chairman, Board of Adjustment, City of St. Pete Beach, FL. Notary Public.

St. Pete Beach
The Sunset Capital of Florida

CITIZEN'S TALENT BANK APPLICATION
CITY OF ST. PETE BEACH

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a registered voter in Pinellas County, Florida, in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-8683

My preferences are:

___ Board of Adjustment
___ Planning Board
___ Historic Preservation Board
___ Finance and Budget Review Committee
___ Recreation Advisory Committee
___ City Volunteer
___ Election Poll Worker: Call 464-6110
___ Beach Stewardship Committee
✓ General Pension Board
✓ Fire Pension Board
✓ Police Pension Board
___ Library Advisory Committee

Other: _____

Explain: _____

_____

Please fill in the following information:

Name: Roger R. Dunn

Street Address: 2913 Sunset Way

St. Pete Beach, Florida 33706

Phone #: 813 - 310-1766

Fax #: ( ) _____

Mailing Address (if different):

_____

_____

E-mail.: rogrobandunn@gmail.com

Work No.: _____

Please return this form to:

Rebecca Haynes, City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org

St. Pete Beach

VOLUNTEER SERVICES – BACKGROUND CHECK

I, Roger C. Dunn, intend to volunteer my services to the City of St. Pete Beach without expectation of monetary compensation . I offer my services freely and without coercion from any individual(s) employed by the City of St. Pete Beach. I certify that the City of St. Pete Beach does not employ me in any capacity.

Furthermore, as a condition of volunteering with the City of St. Pete Beach, I understand that a Florida Department of Law Enforcement (FDLE) background check will be performed. My signature below indicates my understanding and consent to this check. I also understand that if the result of the background check is unsatisfactory to the management of City of St. Pete Beach, my volunteer service will be discontinued.

My signature below acknowledges that I have read and that I fully understand the foregoing statements and this consent was freely and knowingly given.

Roger C. Dunn
Signature

7-11-19
Date

THE CITY OF ST. PETE BEACH IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER **(EEOE)** WHICH MAKES EMPLOYMENT DECISION WITHOUT REGARD TO RACE, COLOR, GENDER, RELIGION, NATIONAL ORIGIN, AGE, DISABILITY, HANDICAP, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED CATEGORIES AS DEEMED BY LAW. THE CITY ALSO REASONABLY ACCOMMODATES INDIVIDUALS WITH DISABILITIES AND BONA FIDE RELIGIOUS BELIEFS. THE CITY IS COMMITTED TO A DRUG FREE WORKPLACE.

Please complete the following information (part of which is necessary for the FDLE background check):

Full Name (first, middle, last): Roger Alan Dunn

Full Address: 2813 Sunset Way S.P.B.

Telephone Number: 813-310-1766

Email Address: rogeralandunn@gmail.com

Social Security Number: [redacted]

Date of Birth: [redacted]

Emergency Contact: Dora Dunn

Days and hours you are interested in volunteering:

available most times

What is your experience with related responsibilities?

as Chief HR officer I supervised all functions and including benefit administration

Describe your computer skills:

moderately capable

Applicant's initials: RAD

Date: 7-12-19

Employee initials: RAD

ROGER A DUNN
2913 SUNSET WAY
S.P.B.,FL 33706
813-310-1766

Summary resume; Served as a senior corporate officer, principally as a CHIEF HR OFFICER, for four major corporations. The corporations include manufacturing, banking, defense and energy, most recently Teco Energy in Tampa, where I retired in 2000

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Approval of Resolution 2019-06, to adopt a policy and fee schedule in regard to a records management system.
Date:	August 13, 2019
Prepared By:	Rebecca C. Haynes, City Clerk
Through:	Alex Rey, City Manager
Summary of Issue:	It is necessary for the City of St. Pete Beach to adopt current guidelines with respect to public records requests and the management of city documents. The basic fee schedule will not change.
Funding:	N/A
Requested Motion:	"I move to approve Resolution 2019-06, (read title)..."
Attachments:	Resolution 2019-06 Records Management Policy
Reviewed by City Manager:	AR _____

RESOLUTION 2019-06

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, COUNTY OF PINELLAS, STATE OF FLORIDA; FINDING THE NECESSITY TO ADOPT A POLICY AND FEE SCHEDULE WITH RESPECT TO RECORDS MANAGEMENT SYSTEM AND PUBLIC RECORDS REQUESTS CONSISTENT WITH FLORIDA STATUTES CHAPTER 119; PROVIDING FOR DEFINITIONS OF APPLICABLE PUBLIC RECORDS; PROVIDING FOR A BASIC FEE SCHEDULE FOR PRODUCTION OF COPIES; PROVIDING FOR A REASONABLE SPECIAL SERVICE CHARGE, WHEN APPLICABLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a necessity that the City of St. Pete Beach (the "City") be in compliance with Florida Statutes, Chapter 119, Public Records, with respect to the management of and requests for public records of the City; and,

WHEREAS, it is the policy of the City that all municipal records, with the exception of exempted records identified by Florida Statutes shall be open for personal inspection by any person; and,

WHEREAS, the nature or volume of such public records requests can potentially require extensive use of information technology (IT) resources, or extensive clerical and/or supervisory assistance, by agency personnel involved and, therefore, may require a special service charge.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission hereby adopt the Records Management Policy, attached as Exhibit "A", and the definitions and fee schedule contained therein.

Passed this 13th day of August, 2019, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

_____
Alan Johnson, Mayor

ATTEST:

_____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

_____
Andrew Dickman, City Attorney

OFFICE OF THE CITY CLERK

RECORDS MANAGEMENT MANUAL

Revised August 2019

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INTRODUCTION

The records that Florida's state and local government agencies keep in the course of carrying out their duties and responsibilities are public records. Public records are different from records of businesses and private organizations because Florida law requires public records to be readily accessible and available to the public upon request. All employees must ensure that public records in their custody are maintained and accessible as required by Florida Laws. Employees and agencies do not have the authority to withhold records deemed "sensitive." The only records that can be withheld from public disclosure are those specifically designated by Federal Law or by Florida Statutes as confidential or exempt.

The purpose of this policy is to provide City employees with the information and procedures necessary to understand and carry out their responsibilities under the Florida public records law.

Good records management provides that information is available when and where it is needed, in an organized and efficient manner, and in an appropriate environment.

GENERAL PROVISIONS

A records management policy will affirm the public's right to access municipal records of the City of St. Pete Beach and set forth the procedures that will facilitate accessibility of information. The policy will ensure the economic and efficient management of information, set guidelines for on-going training, and establish fees levied by the City to cover the cost of responding to public records requests.

The benefits of an effective records and information management program include compliance with legal retention requirements, protection of vital records, control over the creation of new and/or duplicate records, faster retrieval of information, fewer lost or misfiled records, and the reduction of expenditures for space needs and records filing equipment.

This policy will apply to all employees and officers of the City, including all members appointed to citizen advisory boards and committees.

RECORDS RETENTION SCHEDULE

Florida Statutes authorizes the Florida Department of State to establish records retention schedules which identify and describe a record series and to establish a minimum period of time for which records must be retained before final disposition of the records. Every record series must have an approved retention schedule in place before records from that series can be destroyed or otherwise disposed. Retention and disposition requirements stated in records retention schedules are based upon the administrative, legal, fiscal, and historical value of each records series.

Retention values, determined by the State of Florida, are determined by the nature, content, and purpose of the record series and not by the physical format (paper, electronic, microfilm, etc.) in which the series resides.

There are two types of retention schedules: General Records Schedule and Individual Records Schedules. A General Records Schedule establishes retention requirements for records common to government agencies while an Individual Records Schedule establishes retention requirements for records that are unique to the City.

The City of St. Pete Beach shall utilize the retention schedules as provided by the Florida Department of State, Division of Library and Information Services, including:

GS1-SL	State and Local Government Agencies
GS3	Election
GS4	Medical Providers (i.e. Fire)
GS8	Fire Departments
GS14	Public Utilities
GS15	Public Libraries

The Records Management Liaison Officer and Records Coordinators are responsible for the proper identification and storage of records awaiting disposition. If there are documents that do not fit into one of the state established records series, the RMLO shall contact the Division of Library and Information Services to establish a new records series retention schedule and ensure the correct disposition of records eligible for destruction.

The City will utilize the services of a records consultant to draft the annual retention and disposition schedule, which is maintained on the City's Z drive and/or network drive.

Department directors are responsible for maintaining their active records and must implement a records system that complies with this policy.

Each Director shall appoint at least one department Records Coordinator. The department Records Coordinator shall be responsible to:

- Oversee the department's records system
- Keep an accurate inventory of all public records in accordance with the State of Florida established retention schedules
- Coordinate the authorized destruction of department records through the RMLO on an annual basis

The department Director or designated Records Coordinator shall oversee transfers of original public records between departments.

DISPOSITION OF PUBLIC RECORDS

Section 257.36(6) of Florida Statutes states that a public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the State. This means that all records must be covered by a retention schedule before disposition can occur.

The RMLO will coordinate with the Records Coordinator(s) at least once annually to identify records that have met their retention period and are ready for destruction, as required by the Florida Administrative Code, Rule 1B-24.003(10).

The RMLO will approve and maintain the completed disposition form. No records shall be destroyed prior to authorization from the RMLO.

The disposition list is maintained on the City's Z dive and/or network drive for use as a reference guide throughout the fiscal year. The list shall be completed by the Records Coordinators in each department prior to submitting to the RMLO for final disposition.

The state-approved disposition methods are as follows:

- The most common method of disposing of records is actual destruction. The City of St. Pete Beach utilizes the shred method through a contractor. The contractor will provide the city with the total amount of documents and the equivalent of trees saved by recycling the shredded documents, assisting the city in maintaining its Green City status.

- For paper records containing information that is confidential or exempt from disclosure, appropriate destruction methods include burning in an industrial incineration facility, pulping, pulverizing, shredding or macerating. High wet-strength paper, paper Mylar, durable medium paper substitute or similar water repellent papers are not sufficiently destroyed by pulping and require other methods such as shredding or burning.

- For electronic records containing information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as shredding, crushing or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing.

- For other non-paper media containing information that is confidential or exempt from disclosure such as audio tape, video tape, microforms, photographic films, etc., appropriate destruction methods include pulverizing, shredding, and chemical decomposition/recycling.

The City shall not bury confidential or exempt records since burying does not ensure complete destruction or unauthorized access.

Periodic audits will be conducted by the RMLO to ensure departmental compliance.

Factors that Might Influence Disposition of Records:

a. Litigation: When a public agency has been notified or can reasonably anticipate that a potential cause of action is pending or underway, that agency should ***immediately*** place a hold on disposition of ***any and all*** records related to that cause. Legal counsel should inform the RMLO and/or Records Custodian(s) when that hold can be lifted and when the records are again eligible for disposition.

b. Public Records Requests: According to Section 119.07(1) (h), *F.S.*, the custodian of a public record may not dispose of a record "for a period of 30 days after the date on which a written request to inspect or copy the record was served on or otherwise made to the custodian of public records by the person seeking access to the record. If a civil action is instituted within the 30-day period to enforce the provisions of this section with respect to the requested record, the custodian of public records may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties."

c. Accreditation Standards: Some public agencies receive national or statewide accreditation or certification by professional societies, organizations and associations. In an effort to enhance the professionalism of their members, these groups may place more stringent recordkeeping requirements on public agencies than those mandated under state or federal law. Agencies may therefore choose to maintain their records for a longer period of time than required by established records retention schedules in order to meet recordkeeping requirements for accreditation. However, records cannot be disposed of before the minimum retention period dictated by the records retention schedules, even if the accrediting organization requires a shorter retention period.

d. Records in Support of Financial or Performance Audits: These records should be retained in accordance with the following guidelines provided by the Florida Office of the Auditor General: Records must be retained for at least three fiscal years (most financial records must be retained for a minimum of five fiscal years in accordance with guidelines of the Department of Financial Services and the Office of the Auditor General). If subject to the Federal Single Audit (pursuant to 31 USC, Section 7502, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Subpart E) or other federal audit or reporting requirements, records must be maintained for the longer of the stated retention period or three years after the release date of the

applicable Federal Single Audit or completion of other federal audit or reporting requirements. Finally, if any other audit, litigation, claim, negotiation, or other action involving the records has been started before the expiration of the retention period and the disposition of the records, the records must be retained until completion of the action and resolution of all issues which arise from it. However, in no case can such records be disposed of before the three fiscal year minimum. The Records Management Program does not track or maintain information on which audits apply to which records in which agencies. Different agencies are subject to different types of audits at different times, and each agency is responsible for knowing what audits might be conducted and retaining needed records for that purpose. For instance, some agencies might be subject to the Federal Single Audit, while others are not. In general, any records relating to finances or financial transactions might be subject to audit. Audits may be conducted by the Florida Auditor General, independent public accountants, or other state or federal auditors, as well as grant funding agencies and national or statewide professional accreditation or certification groups. Your finance office, your legal office and the Auditor General's Office are good sources of information regarding which specific records your agency should retain for audit purposes.

e. **Federal, state, or local laws and regulations:** In rare instances, laws, rules or regulations for specific agencies or specific types of records might require a longer retention than indicated in general records schedules, particularly with newly enacted laws. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements and should submit a *Request for Records* FLORIDA DEPARTMENT OF STATE
BASICS OF RECORDS MANAGEMENT HANDBOOK 23 *Retention Schedule* when such requirements are not already reflected in existing retention schedules.

METHOD TO ESTIMATE THE VOLUME OF RECORDS

The records scheduled for disposal must be measured. The basic unit of volume measurement in records management is cubic feet. The table below shows cubic foot equivalents.

Volume	Cubic Feet
Cassette Tapes, per 200	1.0
10"x12"x15" box (Standard Banker Box)	1.0
Letter-size file drawer	1.5
Legal-size file drawer	2.0
3 x 5 card, per ten 12- inch rows	1.0
3 x 5 card, per five 25-inch rows	1.0
4 x 6 card, per six 12-inch rows	1.0
5 x 8 card, per four 12-inch rows	1.0
16 mm microfilm, per 100 rolls	1.0
35 mm microfilm, per 50 rolls	1.0
One roll of microfilm	1.0
Map case drawer, 2" x 26" x 38"	1.1
Map case drawer, 2" x 38" x 50"	2.2
Roll storage, 2" x 2" x 38"	0.1
Roll storage, 2" x 2" x 50"	0.2
Roll storage, 4" x 4" x 38"	0.3
Roll storage, 4" x 4" x 50"	0.5

A recommended on-line link for calculations is listed below:

http://www.marjam.com/calculators/volume-calculator-cubic-feet

DISPOSITION PROCEDURE

The following steps outline the procedure for the disposition of records:

1. The City Clerk will request the Records Consultant to draft the upcoming fiscal year disposition list and place it on the Z drive for a reference guide.

3. The Records Coordinator in each department will inventory and identify records in his/her respective department and complete the draft disposition list. A disposition label will be affixed to the side of each box of records indicating the department, type of document(s), retention and destruction date.

4. The RMLO will meet with the Records Coordinator of each department to finalize their disposition lists.

5. The Records Coordinator in each department shall transfer all records to the City Clerk's Office in preparation for disposition.

6. The RMLO will compile information from all dispositions lists, check the boxes for compliance, and coordinate the disposition.

7. The annual disposition shall be by shredding conducted by a licensed, bonded and insured company.

8. Once the disposition is completed, the RMLO will take receipt of the certification of destruction document and attach it to the State of Florida Compliance Statement.

9. The RMLO will complete the Records Management Compliance Statement, obtain the necessary signatures, and submit the form to the State of Florida for fulfillment purposes. This will finalize the fiscal year record keeping set by the State of Florida.

10. A copy of the Compliance Statement will be kept on file in the City Clerk's Office during its retention period.

PUBLIC RECORDS REQUESTS

In order to understand the vital role of records management in the State of Florida, a basic understanding of the public records law is necessary. Florida has a long tradition of open government and access to public records with laws that have been in effect since 1909. Chapter 119 of the Florida Statutes contains specific provisions covering the definition, access and exemptions for records.

A public record is defined by Chapter 119 of the Florida Statutes as, *"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."*

The Florida Supreme Court further defined public records as, *"any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type."* Therefore, any document meeting these criteria is a public record regardless of whether it is in final form or is designated by the City of St. Pete Beach as a "draft," "working copy," or "preliminary version." If the City has circulated a "draft" for review, comment, or informational purposes, that "draft" is a public record.

Further, in considering the definition of a Public Record, it is critical to understand format, media type or duplication does not affect the public record status of information created or received by a public agency.

The City of St. Pete Beach shall respond to all requests for public records efficiently and accurately, and in full compliance of the provisions the State.

A public records request may be made to any city employee

Requestors are <u>not</u> required to:

- → Identify themselves
- → Submit a request in writing
- → Provide contact information
- → Provide a reason for the request
- → Provide information on how the records will be used

An agency is not required by law to generate or create documents in response to requests for records nor is the agency representative required to answer questions about the information provided; it is solely required to provide the documents on file. There is no requirement to consolidate information into a report to satisfy a request for public records.

The City must acknowledge if a record does not exist.

The Records Management Liaison Officer, Records Coordinator or Director shall supervise the in-person inspection of a public record to prevent removal, alteration or destruction of a record. The review of records shall be accomplished in an open environment.

The RMLO and the City Attorney shall review public record requests pertaining to pending litigation.

In the event the requesting party is a candidate for municipal office, the information will be provided free of charge to all candidates. If, however, the request is extensive (as listed under definitions) and the production of the information exceeds .25 hour, the specified fees will be assessed. All records provided to candidates shall be coordinated through the Office of the City Clerk.

Fee Schedule

The City will establish a fee schedule in accordance with Florida law, including the imposition of a special charge if the nature or volume of a public record request requires extensive use of resources. Payment in the form of cash or check made payable to the City of St. Pete Beach are accepted.

- $.15 (fifteen cents) per one-sided copy (black & white and color);
- $.20 (twenty cents) per two-sided copy (black & white and color);
- $5.00 per compact disk or flash drive
- $1.00 per certified copy of a public record
- Imaged document such as maps, plans, etc., are cost of duplication
- Special Service Charge is hourly rate plus benefits of each employee
- Deposit, when an extensive fee is warranted, will equal one-half of the estimated charge

DEFINITIONS

Active Records: Records that have sufficient administrative, fiscal, legal or historical value to warrant their continued storage in an easily accessible area (e.g., office area).

Actual cost of duplication: the cost of the material and supplies used to duplicate a public record. This does not include Special Service Charges.

Agency: any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

Custodian of public records: the elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee.

Data processing software: the programs and routines used to employ and control the capabilities of data processing hardware, including, but not limited to, operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications, and computer networking programs.

Disaster Preparedness: Policies and procedures for preventing, responding to, and assessing and recovering from the damage resulting from a natural or man-made disaster or emergency situation, including the systematic identification of those records that are vital to an agency's purpose and operations and a plan to protect such records.

Disposition: Final actions taken with regard to public records that have met all retention requirements and are no longer needed for current government business as indicated in General Records Schedules or Records Retention Schedules. Disposition may include either destruction of public records or transfer of public records to the custody of another public agency.

Drafts: Materials that constitute precursors of public records, have not been communicated or circulated for review or comment, and are not in themselves intended as final evidence of the knowledge to be recorded. Information in a preliminary form that is not intended to perpetuate, communicate, or formalize knowledge of some type and that is fully represented in the final product that is a "draft" and not a "public record."

Duplicate (or Convenience) Records: Reproductions of record (master) copies, prepared simultaneously or separately, which are designated as not being the official copy.

Electronic records: Any information that is recorded in machine readable form. (Rule 1B-24.001(3) (e), *F.A.C.*; Rule 1B-26.003(5) (e), *F.A.C.*)

Exemption: a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of Florida Statutes Section 119.07(1).

Extensive public records request: If the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology and/or clerical resources, or supervisory assistance, in addition to the actual cost of duplication, a special service charge may be assessed. This charge shall be reasonable and shall be based on the actual cost incurred for the labor cost of the information technology, clerical and supervisory personnel providing the service. [Florida Statutes, Section 119.07(4) (d)]

The term "extensive" means more than 15 (fifteen) minutes expended by personnel to complete all tasks defined. [Florida Administrative Code, Rule 1-2.0031)]

Inactive records: Records that have lost some of their value or have been superseded by new records but have not yet met all of their retention requirements. These records can be stored off-site until final disposition. They are sometimes referred to as "semi-active records."

Information technology resources: Information technology means equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form. [Florida Statutes, Section 282.0041(11)]

Intermediate Files/Processing Files: Temporary electronic files used to create, correct, reorganize, update, or derive output from master data files. Intermediate files are precursors of public records, and are not, in themselves, public records which must be retained. Intermediate files only exist provided a final product is subsequently generated which perpetuates, communicates, or formalizes knowledge of some type. In the absence of such a final product, processing files constitute final evidence of the knowledge to be recorded and shall not be constructed as intermediate files.

Photographing documents: applies to the making of photographs in the conventional sense by use of a camera device to capture images of public records.
Photographing public records shall be done under the supervision of the custodian of public records, who may adopt and enforce reasonable rules governing the photographing of such records.

Photographing of public records shall be done in the room where the public records are kept. If, in the judgment of the custodian of public records, this is impossible or impracticable, photographing shall be done in another room or place, as nearly adjacent as possible to the room where the public records are kept, to be determined by the custodian of public records. Where provision of another room or place for photographing is required, the expense of providing the same shall be paid by the person desiring to photograph the public record pursuant to paragraph F.S. 119.07 (4) (e).

The custodian of public records may charge the person making the photographs for supervision services at a rate of compensation to be agreed upon by the person desiring to make the photographs and the custodian of public records. If they fail to agree as to the appropriate charge, the charge shall be determined by the custodian of public records.

Public records: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, except the records which are exempt under Chapter 119 of the Florida Statutes. If the purpose of a document is to perpetuate, communicate or formalize knowledge, then it is a public record.

Record (Master) copy: Public records specifically designated by the custodian as the official record. (Rule 1B-24.001(3) (j), *F.A.C.*)

Records inventory: The systematic categorization of records in an agency conducted to develop or identify appropriate retention schedules for the agency's records.

Redact: to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information.

Reasonable time: for the purpose of this policy, "reasonable time" to provide access to public records is during normal working hours Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays. The City will endeavor to acknowledge all public records requests promptly and respond to such requests

in good faith. A good faith response includes making reasonable efforts to determine from other officers or employees within the City whether such a record exists and to respond fully to all public records requests as quickly as possible.

Records Coordinator: An employee of the City designated as responsible for the coordination of public records activities for his/her respective department.

Records Management Liaison Officer (RMLO): The RMLO is designated by the Secretary of State and serves as the department's contact for records management. The City Clerk is the RMLO. In addition, each department shall appoint a Records Coordinator who will be the RMLO's records contact for that department. Address all questions, issue or concerns relating to records to the RMLO.

Retention period: Retention is the minimum period of time for which a record or record series must be retained before final disposition, based upon the administrative, legal, fiscal, and historical values of the records series. Records may be kept longer than the specified time but never less than the scheduled period.

Special Service Charge: The hourly rate plus benefits of the employee(s) fulfilling the public records request.

Supporting documents: Public records assembled or created to be used in the preparation of other records that are needed to trace or explain actions, steps, and decisions covered in the final copy.

Vital records: Records that are essential to the operations of an agency and/or to protecting the rights of individuals and that are needed in order to resume the critical business of the agency after a disaster or emergency, regardless of whether they have a permanent, long-term or short-term retention. Vital records should be identified during the records inventory process and as part of a disaster preparedness program.

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FL 33706-1839
(727) 363-9201
www.stpetebeach.org

PUBLIC RECORDS REQUEST

Name: _____

Address: _____

Phone: _____ Email: _____

Information Requested: _____

_____

Received by: _____

Date of Request: _____Date Completed: _____

Florida Public Records Law, Florida Statutes, Chapter 119: defines a public record as, "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other material, regardless of physical form or characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." If the purpose of a record is to perpetuate, communicate or formalize knowledge, then it is a public record.

Public Records Fees: Please contact the City Clerk's Office for related costs.

How to request a public record: Contact the City Clerk's Office via telephone, email, fax, mail or in person. Requests are not required to be in writing and the person making the request is not required to identify him/herself. This form is provided for your convenience and for accuracy in providing the exact information you request.

Retention Label

Department: _____

Documents(s): _____

_____

Date Range: _____

Destruction Date: _____

FL Statute: _____

Retention Label

Department: _____

Documents(s): _____

_____

Date Range: _____

Destruction Date: _____

FL Statute: _____

VEHICLE CARD

PUBLIC RECORDS REQUEST
HOW TO HANDLE

Florida Statutes, Chapter 119, allow anyone to approach any municipal employee and make a public records request.

If you are approached with a public records request, do the following:

1. **Accept the request**. If provided verbally, write as much information as possible to provide a clear, concise format of the request.
2. **Tell the requestor** that you will process the request in accordance with Florida law.
3. **Immediately forward** the request to the City Clerk's Office or to your direct supervisor.
4. **NOTE**: The requestor is not required to identify himself/herself, put the request in writing, explain why it is needed, or explain what s/he intends to do with it.

City Clerk's Office: 727.363.9201

REFERENCE LINKS

Florida Department of State, Division of Library and Information Services:
http://dos.myflorida.com/library-archives/

- General Records Schedule GS1-SL
  http://dos.myflorida.com/media/698312/gs1-sl-2017-final.pdf

- General Records Schedule GS3, Elections
  http://dos.myflorida.com/media/693583/gs03.pdf

- General Records Schedule G1-SL, Building Department
  http://dos.myflorida.com/media/693583/gs03.pdf
- General Records Schedule GS8, Fire Department
  http://dos.myflorida.com/media/693590/gs08.pdf

- General Records Schedule GS15, Library
  http://dos.myflorida.com/media/693595/gs15.pdf

Florida Department of State, Florida Statutes, Public Records, Chapter 119:
http://www.leg.state.fl.us/statutes/

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